



## F&N TEH TARIK ORI SPOT, SNAP & WIN CONTEST

By participating in the **F&N TEH TARIK ORI SPOT, SNAP & WIN Contest** ("Contest"), I ("Participant") deemed to have read and agreed to be bound by the following Terms and Conditions: -

### TERMS AND CONDITIONS

1. The Contest is open to all Malaysians aged 18 and above (as of July 2022), except for employees of F&N Beverages Marketing Sdn. Bhd. (Co. No. 004594-A) ("Organiser") and their immediate family members, their affiliated companies, business partners, suppliers/distributors, promotion/advertising/ public relations agencies and other parties in Malaysia involved in this Contest.
2. This Contest commences on 1 July 2022, 00:00hr (GMT8+) to 15 September 2022, 23:59hr (GMT8+) ("Contest Period").
3. The Organiser reserves the right to amend, extend, or terminate the Contest Period at any time without prior notice.

### PARTICIPATION METHOD

1. To participate in this Contest, an eligible Participant shall during the Contest Period, do the following:
  - i) Spot the roving F&N Teh Tarik ORI car
  - ii) Snap a picture of the F&N Teh Tarik ORI car
  - iii) Post the picture on your Facebook OR Instagram and tag F&N Dairies Malaysia (make sure to set the post as 'Public')
  - iv) Must use #TehTarikORIFN in the caption
2. Participant is allowed multiple entries with each successful posting of picture as per the terms and conditions.
3. Participant can win maximum of ONE (1) Prize in this Contest.

### CONTEST PRIZES

1. A total of FIFTY (50) winners will each stand a chance to win 1 carton of F&N Teh Tarik ORI 240ml x 24 and 1x F&N Teh Tarik Merchandise (given at random) ("Prize").
2. The list of total Prizes to be won are as below:

Prizes	Quantity
F&N Teh Tarik ORI 240ml x 24	50 cartons
F&N Merchandise 1: F&N x APOM Limited Edition Teh Tarik T-shirt	35 pieces
F&N Merchandise 2: F&N x APOM Exclusive Bag	15 pieces

3. All prizes are bound to the terms as stipulated in the letter of confirmation/prize agreement/prize voucher and must be claimed within stipulated time frame, failing which the unclaimed prizes will be forfeited. If the prize is unavailable for any reason whatsoever, the Organiser reserves the right, at its sole discretion, to provide an alternative prize without prior notice. Prize is not redeemable for cash, not transferable and will only be given to the winner who is able to satisfy all the requirements as set out in the Terms and Conditions.
4. If winners are required to attend prize presentation ceremony and/or participate in publicity programs (whichever applicable) which the Organiser may organise from time to time in connection with the Contest, each winner hereby agrees to do so at their own expenses. The Organiser shall provide the winners with at least one (1) week notice prior to such functions.
5. The Organiser reserves the right to disqualify the following entries and/or person(s) without having to furnish any proof or explanation to the Participant: - Any entries suspected of a syndication; And any other disputable entries which appears questionable to the Organiser.
6. Notwithstanding to the contrary, the Organiser reserves the right to determine the delivery arrangements of the prize for the winner. The Organiser shall deliver the prizes according to the address provided by the Participant. It is the responsibility of the Participant to



provide a correct, valid and complete address. The Organiser shall not be responsible for any non-receipt of any prizes. The Organiser shall not be held responsible for any defective, lost, damaged or stolen prizes during the delivery and/or acceptance of the prizes at the designated location for the collection of prizes. Return of any prizes by the winner for whatsoever reason will not be entertained. All out-of-pocket expenses, spending money, meals, travel expenses, accommodation expenses, taxes, travel insurance and all other ancillary cost and expense incurred in redeeming, collection and utilising the prize are the sole responsibility of and shall be borne by the winners.

## WINNER SELECTION

1. The winners will be announced via an Announcement Post on F&N Dairies Malaysia' Facebook and Instagram page by 6th October 2022 (Thursday), and also contacted via Facebook Messenger or Instagram Direct Message. Personal Particulars such as Full Name, Residential Address, Email Address and Mobile Phone Number will be requested for verification purposes.
2. The Organiser reserves the right to decide, amend or extend the winner announcement date at any time without prior notice.
3. The winners will be notified by the Organiser via the personal messaging or direct messaging in via Facebook or Instagram. If a winner cannot be contacted within five (5) working days of being notified by the means stated above, at the absolute discretion of the Organiser, the winner will be disqualified from winning the Prize and another Participant will be selected by the Organiser as the winner. This selection process will be repeated until a winner is successfully contacted.
4. The Organiser shall not be held liable in any manner whatsoever to the Participants for any loss or damages howsoever arising in connection with the Contest (including loss of opportunity and consequential loss flowing therefrom) and damage suffered in the event the winner cannot be reached. Furthermore, the Organiser shall not be liable for any default in respect of the Contest due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of the Organiser.
5. The Participants and/or the winners are participating in the Contest at their own risk. The Organiser will not be responsible or held liable, and the Participants and/or the winners agree to waive, release, absolve and discharge the Organiser from any and all liability, for any injury or death, disability, personal injury, damage or loss of property, whether personal or otherwise, suffered or caused, howsoever arising during the participation, or after the participation in the Contest, including but not limited to any travelling during the Contest. The Participants and/or winners shall indemnify and hold harmless the Organiser from any and all liabilities or claims, actions, lawsuits, damages and judgement, including solicitor's fees, arising out of or relating to the Participants' and/or the winners' participation in the Contest, whether caused by the negligence of the Organiser or otherwise.

## MISCELLANEOUS

1. All entries via submitted for the Contest will be the property of the Organiser.
2. By participating in this Contest and accepting the prizes, the winners agree and have given the Organiser the rights to use their name, address, photograph, particulars, documents and information without any royalty or compensation for the purpose of advertising and all other forms of publicity from time to time including, but without limitation to any taping(s) and recording(s) in connection with the Contest.
3. The Organiser may transfer some personal information (including but not limited to, name, address, contact numbers, IC numbers) to service provider(s) for the purposes of administering the Contest and contacting Participants. The service provider(s) include the vendors managing the Contest. Any Participant's data in connection with the Contest shall be kept confidential except to any activities mentioned thereto. The Organiser shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Participant's Personal Data.
4. The Organiser, all its partners and other parties involved in the promotion, including service



provider(s), their directors, officers and agents are not liable in any way, to the extent so prevented or delayed, and or for any consequences thereof including but not limited to the following: - E.g. computer viruses and etc; Directly or indirectly to any event beyond the control of the Organiser e.g.: fire, floods, riots and etc; Intervention by unauthorized parties during the Contest; Electronic or human errors in the administration of the Contest and processing of entries; And any entry that is lost, stolen, damaged, wrongly delivered or not received.

5. The Organiser shall have no liability to the Participants in any respect whatsoever. All Participants are fully responsible for any costs incurred due to injuries, damages or claims whether directly or indirectly caused by their participation in the Contest, publicity programs, prize presentation ceremony and from the redemption/usage of prizes. Participants shall be solely responsible for any taxes or duties payable, insurance and other additional costs involved as a result of participation in this Contest or winning/using any prizes thereunder. By accepting/using any prizes, the Participants agrees to indemnify the Organiser, all its business partners and other parties related to the Contest, including their directors, officers, employees and agents from any claim, prosecution, judgement, damages, loss or liability incurred and against any failure to remit the tax payable to the relevant authorities related to his/her participation in the Contest and his/her acceptance, redemption or use of any prizes.
6. The Organiser shall not be liable for any misinterpretation of facts in respect of the prizes offered and published in any mass media, marketing or advertising materials. To the fullest extent permitted by law, the Organiser makes no representations and/or warranties with respect to any prizes provided under the Contest. In particular, the Organiser gives no warranty with respect to the merchantability, quality of the prizes or their suitability for any purposes.
7. The Organiser may at its sole and absolute discretion amend the Terms and Conditions, set herein without any prior notice. All matters relating to this Contest are final and binding on all Participants of this Contest, and no correspondence will be entertained. The Organiser reserves the rights to alter, cancel, terminate or suspend the Contest, mechanism of the Contest, the prizes or any part thereof without any prior notice. For the avoidance of doubt, the alteration, cancellation, termination or suspension by the Organiser of the prize, Contest or any part thereof shall not entitle the Participants to any claim or compensation against the Organiser (in cash or in kind) for any and all loss or damage suffered or incurred by the Participants as a direct or indirect result of the act of alteration, cancellation, termination or suspension.
8. In the event of any dispute, conflict, uncertainty or ambiguity relating to the Terms and Conditions hereto, or any matter involving this Contest, the Organiser will resolve the matter in its absolute and unfettered discretion and the entire decision in the matter by the Organiser shall be conclusive and final.
9. Participant has the right to obtain access, request correction or withdraw consent to disclose of any personal information held by the Organiser. Such request can be made by writing to the Organiser via email at <https://www.fn.com.my/contact-us/> or by post to Customer Service, F&N Beverages Marketing Sdn. Bhd., No.1, Jalan Bukit Belimbing 26/38, Persiaran Kuala Selangor, Seksyen 26, 40400 Shah Alam, Selangor D.E., Malaysia. The Organiser respects the individual privacy in terms of the personal data which has been provided by the Participant for this Contest. For full details of Notice under the Personal Data Protection Act 2010, Participant will refer to [www.fn.com.my](http://www.fn.com.my).
10. The Contest's Terms and Conditions is prepared in English and Bahasa Malaysia. In the event of inconsistency between both versions of the Terms and Conditions, the English version shall prevail.

#### **NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010**

1. This written notice ("Notice") serves to inform you that your personal data is being processed by or on behalf of F&N Beverages Marketing Sdn. Bhd. ("F&N" or "we" or "us").
2. F&N will be processing your personal data, including any additional information you may subsequently provide to F&N, for the purposes of the Contest and contacting you (if necessary).



3. The personal data that you provide us may be disclosed to our service provider(s) for the aforementioned purposes. The service provider(s) include the appointed vendors and/or related agencies in Malaysia organizing, managing or operating the Contest. You are responsible for ensuring that the personal data you provide us is accurate, complete and not misleading and that such personal data is kept up to date.