

## **Terms and Conditions**

### **1.0 Eligibility**

1.1 The “**Bifesta Cleansing Lotion Sampling Campaign**” (“the Campaign”) is open to all Malaysian residents age 18 and above (as of January 2020) except employees and immediate family members of Mandom Malaysia Sdn. Bhd, their affiliates, subsidiaries, advertising/PR agencies and suppliers.

1.2 Submission from participants under the age of 18 (as of January 2020) are assumed to have parental consent prior to participation in the Contest. For such participants, the Organizer considers it the responsibility of parents and/or guardians to monitor participants’ participation in this Contest.

### **2.0 Sampling Period**

2.1 The Sampling Period (the “Sampling Period”) will run until 31<sup>st</sup> December 2020. The Organizer reserves the absolute right to vary the Sampling Period if deemed necessary without any prior notice.

### **3.0 How to Participate?**

3.1 Participants are required to:

(a) Visit the Campaign microsite at <http://bifesta.com.my/cleansinglotionsampling/default.asp> (“the Microsite”).

(b) Register the required details on the Microsite.

### **4.0 The Sample Giveaways**

4.1 Participants who completed the instructions under Clause 3.0 will receive one (1) bottle of 22ml Bifesta Cleansing Lotion Brightup (“the Sample”) by mail.

4.2 Each participant can ONLY redeem one (1) Sample throughout the Campaign Period.

### **5.0 Rights of the Organizer**

5.1 The Organizer reserves the right to substitute the Samples with items of equivalent value at any time without prior notice. All Samples are not transferable, non-refundable and non-exchangeable for cash and will only be presented to participants who are able to satisfy the Organizer’s sampling redemption requirements as set out herein.

5.2 The Organizer will not be held liable in the event of non-receipt or delayed delivery of any form of notification to the participants. All costs incidental to the

participant's redemption and/or usage of the Samples shall be solely borne by the participants.

5.3 The Organizer reserves the right, in its sole discretion, to disqualify any Participant that is found or suspected of tampering with the Campaign mechanics, the operation of this Campaign or to be in violation of the Terms and Conditions hereof.

5.4 The Organizer reserves the right to reject/delete any submissions which contain any elements of nudity, pornographic images, graphic violence, defamatory or libellous statements or materials that are considered illegal or may contravene the laws of Malaysia or materials that are likely to tarnish the Organizer's image or reputation.

5.5 The Organizer, its affiliates, subsidiaries, promoters and agents shall not be liable in any way for the following:

- a) any additional expenses incurred by participants for taking part in the Campaign;
- b) any sort of technical failure;
- c) intervention by unauthorized parties during the Campaign period;
- d) electronic or human errors in the administration of the Campaign and processing of redemption;
- e) any data entry that is lost, stolen, damaged, wrongly delivered or not received which is not due to the negligence or wilful default of the Organizer.

5.6 All participants unconditionally agree to assume full liability and responsibility to the extent permitted by law in the event of any loss, mishap, injury, damage, claim, or accidents (including death) suffered as a result of or arising from their participation in this Campaign, redemption and/or utilization of the Samples and/or Bifesta products.

5.7 All entries submitted to the Microsite shall become the property of the Organizer. The Organizer reserves the right to use, publish, disclose or display the name, address, photograph, particulars and/or documents of all winners for advertising and publicity purposes. The participants or their duly authorized representatives may be required to attend prize presentations and/or participate in publicity programs, which the Organizer may from time to time organize in connection with the Campaign and if so, such participant(s) or their duly authorized representatives should attend such functions at their own cost and expense.

5.8 The Organizer reserves the right to change, cancel, terminate or suspend the Campaign at any time for the duration of the Campaign Period without prior notice. For the avoidance of doubt, cancellation, termination or suspension by the Organizer of the Campaign shall not entitle the participants to any claim or compensation against the Organizer for any or all loss or damage suffered, or costs and expenses incurred by the participant either directly and/or indirectly arising from or in connection with the cancellation, termination or suspension of the Contest by the Organizer.

5.9 The Organizer, its affiliates, subsidiaries, promoters and agents will not be responsible for any printing errors on the Bifesta products or Proof of Purchase(s) distributed in the market.

5.10 By participating in this Campaign, participants are taken to have read, understood and agreed to be bound by these Terms and Conditions, and accept that all decisions by the Organizer are final and binding. The Organizer reserves the right to change, amend, add or delete any of these Terms and Conditions at any time without prior notice to the participants and the participants agree to be bound by such changes.

5.11 The Campaign is in no way sponsored, endorsed or administered by, or associated with, Facebook and/or Google. All information provided is solely provided to Mandom Malaysia Sdn Bhd and not to Facebook and/or Google.

5.12 For further enquiries regarding this Campaign, please inbox the Organizers at <https://www.facebook.com/Malaysia.Bifesta/>.

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

6.1 Your personal data is being processed by or on behalf of the Organizer.

6.2 Further, by submitting to this contest, you hereby consent to the processing of your personal data by the Organizer in the manner as specified.

6.3 The Organizer shall be processing the personal data that you have provided us with such as your name, national identity card number, contact number, address and any other information that has been requested from you in this contest.

6.4 The personal data that you provide us may be disclosed to our service providers for the aforementioned purposes. 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.

6.5 You may access and request for correction of your personal data and/or to limit the processing of your personal data, or make any enquiries or complaints

**in respect of your personal data**, by messaging the Organizer's Facebook Page at <https://www.facebook.com/Malaysia.Bifesta/>.