

## **Guinness St. Patrick's Promotion Terms & Conditions**

### **General**

1. The "**Guinness St. Patrick's Promotion**" (the "**Promotion**") will be governed by these standard terms and conditions (the "**Terms of Use**"). Each participant agrees that he / she has read and understood these Terms of Use and by participating in the Promotion, each participant will be deemed to have read, understood and agreed to each of the terms and conditions appearing herein in the Terms of Use.
2. The Promotion is offered by Heineken Marketing Malaysia Sdn Bhd. (the "**Organiser**").
3. These Terms of Use apply to the legal relationship between the Organiser and a participant in the Promotion.
4. The laws of Malaysia shall govern the Promotion and these Terms of Use. All disputes arising in connection with the Promotion and these Terms of Use, including but not limited to disputes concerning the existence and validity thereof, shall be resolved by the competent courts of Malaysia and by participating in the Promotion the participants hereby submit to the exclusive jurisdiction of the courts of Malaysia. However, it shall be the sole responsibility and obligation of each participant to ensure that he / she complies and do not contravene any laws to which he / she may be personally subjected to.
5. A failure by the Organiser to enforce any of these rules in any instance(s) will not give rise to any claim by any other person.
6. To participate in the Promotion, participants will need to provide their personal details for competition judgement and prize fulfilment purposes, as well as marketing and promotional purposes in connection with this Promotion. All participants must ensure the details provided are true, accurate, current and complete. The Organiser reserves the right to verify the eligibility of all participants.
7. The Promotion will be held during the Promotion Period as set out in this Terms of Use. The Organiser reserves the right to vary, postpone or re-schedule the dates of the Promotion or extend the Promotion Period at its sole discretion.
8. The Organiser shall have the right to, at its sole discretion, at any time and without prior notification, change or discontinue any aspect of the Promotion and to change, amend, delete or modify the Terms of Use and other rules and regulations including the mechanism of the Promotion, or any part thereof. Such changes shall be effective immediately upon posting of the modified Terms of Use on the relevant Heineken Malaysia website at <https://www.heinekenmalaysia.com/terms-and-conditions/>. If a participant does not agree to abide by these or any future Terms of Use, do not (continue to) participate in the Promotion. Participants are advised to revisit the Heineken Malaysia website and regularly read the Terms of Use on a regular basis for possible changes as, by the participant's continued participation in the Promotion, the participant indicates that the participant accepts any such modified terms.
9. The Organiser may terminate or suspend the Promotion at any time at its absolute discretion in which case, the Organiser may elect not to award any prize. Such termination or suspension will not give rise to any claim by the participants. If the Promotion is resumed by the Organiser, the participant shall abide by the Organiser's decision regarding resumption of the Promotion and disposition of the prizes.
10. Any dispute or situation not covered by these Terms of Use will be resolved by the management of the Organiser in a manner it reasonably deems to be fairest to all concerned. That decision shall be final and / or binding on all participants. No correspondence will be entered into.
11. If these Terms of Use are translated into a language other than English, the English version of the Terms of Use shall prevail in the event of any inconsistency.
12. Participants to this Promotion are deemed to be unconditionally accepting the terms and conditions of this Promotion. A failure to adhere to these terms and conditions will result in disqualification from the Promotion and forfeiture of the prize(s).

### **Participation**

1. To participate in the Promotion, participants need to purchase a minimum amount as set out below in a single receipt throughout the Promotion Period (as defined hereinafter) from any participating outlets (as defined hereinafter) nationwide:

Channel	Mechanics	Promotion Period	Type of Promotion
Ontrade outlets/ Pubs and Bars/MONT	<p>1. Purchase 2 buckets /sets of Guinness (Guinness Foreign Extra Stout 325ml Bottles OR Guinness Draught 330ml) in a single receipt. 2. Scan QR code to submit the receipt via Online Redemption Form. 3. Get 1 Free Guinness Cooler Bag</p> <p><b>*Participants to this promo are limited to 3 units of Guinness Cooler Bag per phone number per individual throughout the campaign period.</b> While stocks last, on a first-come, first-serve basis.</p>	<p>Promotion Period: 15th February 2024 until 31st March 2024</p> <p>Redemption Period: 15th February 2024 until 31st March 2024</p>	Gift with Purchase (GWP)
Convenience stores (CVS)/ Provisions/ Mini Markets	<p>1. Purchase 1 can of Guinness products in a single receipt. * 1 entry = 1 x Guinness Foreign Extra Stout 320ml/500ml Cans *2 entries = 1 x Guinness Draught 440ml Cans</p> <p>2. Scan QR code to submit the receipt via Online Redemption Form. 3. Stand to win Apple Watch SE (8 winners) OR Guinness cooler bag (300 winners)</p>	<p>Promotion Period: 1st March 2024 until 31st March 2024</p>	Promotion

2. The Promotion is open **ONLY** to non-Muslim individuals who reside in Malaysia aged 21 and over (as at the date of participation in the Promotion and proof of age will be required), who are not Ineligible Persons and who are lawfully permitted to consume alcoholic beverages. No syndicates or groups will be allowed to participate.
3. The following categories of persons are not eligible and excluded from participation in the Promotion:
  - (i) Persons employed by, or working for, the Organiser including its affiliated and related companies and their immediate family members (children, parents, brothers and sisters, including spouses) in any capacity;
  - (ii) Representatives, employees, servants and / or agents of advertising and / or promotion service providers of the Organiser including its affiliated and related companies, and their immediate family members (children, parents, brothers and sisters including spouses); and
  - (iii) Persons working for third party companies that are involved in the organisation or execution of the Promotion.

Each such person shall be referred to as an “Ineligible Person” and collectively referred to as “Ineligible Persons” in these Terms of Use.

### Promotion Mechanics

1.	<b>Brief Description of Promotion</b>	<p>1. <b>Guinness St. Patrick’s Promotion</b> is organized with the intention to reward Non-Muslim resident in Malaysia above the age of 21 who have participated in the promotion with purchase on-ground.</p> <p>2. The Organiser reserves the right to vary, withdraw or re-schedule the Promotion Period or any dates thereof at its sole discretion.</p>
2.	<b>Mechanism of Promotion</b>	<p>1. The method of participation in the Promotion is via microsite submission upon purchase of the minimum amount of participating products (as per paragraph 1 above), throughout the Promotion Period (as per paragraph 1 above) and to be redeemed on the Promotion Period/ Redemption Period (if applicable) from any of the following participating outlets nationwide. The Receipt as Proof of Purchase (“POP”) for each entry is a photo of the receipt.</p> <p><b>Participating Ontrade Outlets (MONT):-</b> a) Any participating Modern Bars, Cafe, Bistros, Restaurants in Malaysia</p>

		<p><b>Participating Convenient Store:-</b></p> <ol style="list-style-type: none"> <li>a) 7-Eleven</li> <li>b) MyNews</li> <li>c) KK Mart</li> <li>d) Bila-bila Mart</li> <li>e) GT Mart</li> <li>f) Other Convenient Store that carry Guinness products with the Promotion Point of Sales Material displayed. (collectively referred to as “Participating Outlets”)</li> </ol> <ol style="list-style-type: none"> <li>2. To participate, Submission of Entry is through scanning of QR code on the POSM or submit via <a href="https://Guinnesspatrick.com/receipt-submission/submit-now">Guinnesspatrick.com/receipt-submission/submit-now</a></li> <li>3. Participant is required to complete the following steps: - <ol style="list-style-type: none"> <li>a. Scan on the QR code on POSM to be directed to the microsite for submission or submit via <a href="https://Guinnesspatrick.com/receipt-submission/submit-now">Guinnesspatrick.com/receipt-submission/submit-now</a></li> <li>b. Fill up the following details for Submission of Entry: - <ul style="list-style-type: none"> <li>• Name (as stated on his/her NRIC)</li> <li>• IC Number</li> <li>• Contact Number</li> <li>• Email Address</li> <li>• Address</li> <li>• Receipt Number</li> <li>• Receipt Date</li> <li>• Submission of proof of purchase ("Receipt")</li> </ul> </li> <li>c. Participant is required to answer one (1) question via microsite as an act of confirmation for contest entry submission.</li> </ol> </li> <li>4. One receipt per entry for the Promotion. Participant(s) may submit more than one (1) entry. The Organiser reserves the right to reject any entry that is not submitted in the required manner as indicated above including, but not limited to, entries with incorrect or incomplete information, or where the POP is altered, duplicated, defective, is invalid and will be automatically disqualified from the Promotion without notice.</li> <li>5. Participants MUST keep the original POP for verification and prize redemption purposes. Failure to do so will result in disqualification and forfeiture of prize won.</li> <li>6. The Organiser does not charge for Promotion entries submitted by the participants. The Organiser shall not reimburse the participants for the charges incurred in sending the WhatsApp entry including Sales and Services Tax (SST), and related charges, if any.</li> <li>7. The participants must adhere to the mechanism of the Promotion as may be notified or communicated by the Organiser during the Promotion Period.</li> <li>8. One receipt is valid for one free gift redemption only. For example : Receipt A purchased 4 buckets/ sets of Guinness entitled for 1 Guinness Cooler Bag. Receipt B purchased 2 buckets/ sets of Guinness entitled for 1 Guinness Cooler Bag.</li> </ol>
3.	<b>Prizes</b>	<p><b><u>Prizes for Convenience Stores, Provisions, and Mini Markets</u></b></p> <ol style="list-style-type: none"> <li>1. There are three hundred and eight (308) prizes to be won throughout 1<sup>st</sup> March 2024 until 31<sup>st</sup> March 2024 as below:  Grand Prize: Apple Watch SE x 8 winners  Weekly Consolation Prize : Guinness Cooler Bag x 300 winners Week 1 (1 March to 10 March 2024) x 75 winners Week 2 (11 March to 17 March 2024) x 75 winners Week 3 (18 March to 24 March 2024) x 75 winners Week 4 (25 March to 31 March 2024) x 75 winners</li> <li>2. The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice.</li> <li>3. All prizes are accepted entirely at the risk of the participant and are awarded by the Organiser and/or sponsors without any warranty of any kind express or implied.</li> </ol>

		<p>4. The participant shall execute a deed of release and indemnity in a form prescribed by the Organiser, if so required, in order to receive the Prize.</p> <p>5. The Organiser reserves the right to not award any and/or all of the prize(s) on the basis that there are insufficient entries which qualify and satisfy the criteria (“Qualifying Entries”). For example, if there are 100 prizes available to be won during a particular Promotion Period, in the event that there are less than 100 Qualifying Entries, the Organiser is entitled to only award the prize(s) to the Qualifying Entries and forfeit the remaining prize(s).</p>
4.	<b>Selection of Winners</b>	<p><b><u>Selection of CVS/ Provisions/ Mini Markets Contest Winners</u></b></p> <p>1. Throughout the Promotion Period, the Organiser will select total 308 winners** based on the time of entry.</p> <p>2. **There are eight (8) Grand prizes to be won throughout the Promotion Period.</p> <p>As part of the Grand Prize shortlisting entries’ selection process, the Organiser will allocate serial numbers for each valid Entry received and approved by the Organiser throughout Promotion Period [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming the Total Qualified Entries received is 5648, the Organiser will compute and select the shortlisted entries based on the following example:</p> <p>Selection of CVS eight [8] grand prize finalists: <math>(5648-8) \div 8 = 705</math>. Participants with Qualified Entries bearing the following serial numbers will be selected as the Winner Finalists: 705*, 1410*, 2115*, and so on.</p> <p>3. **There are three hundred (300) Weekly Consolation Prizes to be won throughout the Promotion Period.</p> <p>As part of the Weekly Consolation Prize shortlisting entries’ selection process, the Organiser will allocate serial numbers for each valid Entry received and approved by the Organiser throughout each Promotion Week Period [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>Each week the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming the Total Qualified Entries received for the week is 1458, the Organiser will compute and select the shortlisted entries based on the following example:</p> <p><math>1458 \div 50 = 29.16</math> (The multiplication number in this case is 29) Decimal value will be rounded down to the nearest whole number. Hence, the winners are the 29th serial number entry and subsequent serial numbers with the multiplication of 29.</p> <p>4. All prizes are bound by the terms and conditions attached to the prizes and these Terms of Use and must be claimed within the stipulated time frame. Failure to do so will result in the forfeiture of the prize.</p> <p>5. The Organiser reserves the right to disqualify and remove any Participant from the Promotion without prior notification or disclosure of information should the Participant be suspected of tampering with their entries or breach the Promotion terms and conditions.</p>
5.	<b>Gift with Purchase (GWP)</b>	<p><b><u>Gift redemptions for Ontrade outlets/ Pubs and Bars/MONT</u></b></p> <p>1. Qualified redemptions within the promotion period will be eligible to receive one (1) unit of Guinness Cooler Bag. This promotion is based on a first come first served basis, while stock lasts.</p> <p>2. Each single receipt is eligible for only one (1) entry for redemption.</p>

		<p>3. *One receipt is valid for one free gift redemption only. For example : Receipt A purchased 4 buckets/ sets of Guinness entitled for 1 Guinness Cooler Bag. Receipt B purchased 2 buckets/ sets of Guinness entitled for 1 Guinness Cooler Bag.</p> <p>4. Each participant (per phone number) is limited to 3 units of Guinness Cooler Bag throughout the campaign period. While stocks last, on a first-come, first-serve basis.</p> <p>5. Once redeemed, the Receipt is no longer valid for any other on-going promotion. The Organiser reserves the rights to disqualify the Participants' submission for redemption of other gifts or in any other on-going Contest/Promotion with the same Receipt.</p> <p>6. Qualified Participants will be notified via Whatsapp / Email notification.</p> <p>7. Qualified participants must ensure that the data details provided to the Organizer are true, accurate, current and complete.</p> <p>8. The Organizer's appointed agent will ship out Guinness Cooler Bag within 14 days after verification completed.</p> <p>9. The Organiser and its affiliates (including its employees and agents) shall not be liable for any loss or damage whatsoever incurred or suffered by any party in relation to this redemption.</p> <p>10. The Organiser reserves the right to not award any and/or all prize(s) on the basis that there are insufficient Qualified Entries. For example, if there are 1,000 prizes available to be won, in the event that there are less than 1,000 Qualified Entries, the Organiser is entitled to only award the prize(s) to the Qualified Entries and forfeit the remaining prize(s).</p> <p>11. For Promotion purpose, only the original copy of the receipt showing the purchase made between 15th February to 31st March 2024 is accepted as Proof of Purchase. Any damage or torn; photocopies of Proof of Purchase will be automatically disqualified.</p>
6.	<p><b>Notification, Verification and Contact of Winners</b></p>	<p><b>NOTIFICATION</b></p> <ol style="list-style-type: none"> <li>1. The winner will be announced via Microsite / WhatsApp / Email notification.</li> <li>2. The Organiser shall be entitled to request the original Identity Card or the originals of other supporting documents/materials for verification purposes.</li> <li>3. The winners must ensure that the data details provided to the Organiser are true, accurate, current and complete. Winners will be informed of their win and they will be advised by the Organiser as to the verification and redemption of prizes process.</li> <li>4. Each participant is only eligible to win maximum of one (1) weekly prize and one (1) grand prize during the Promotion Period.</li> <li>5. The winners must respond within <b>three (3) days</b> from the time when the Organiser sent the notification via WhatsApp.</li> <li>6. If the winner fails to respond within <b>three (3) days</b>, the Organiser reserves the rights to substitute the winner with subsequent name on the list.</li> </ol> <p><b>VERIFICATION</b></p> <p>The winner must provide Full Name (as stated on his/her NRIC), IC Number and attach clear copy of Proof of Purchase ("POP") to the Organiser and its appointed agent (which means a third party appointed by the Organiser from time to time as its agent to, amongst others, manage the WhatsApp hotline and the distribution of the prizes pursuant to this Promotion, hereinafter referred to as the "Appointed Agent") for verification.</p> <p>The documents provided must be an exact match to the details submitted via microsite.</p> <p>In the event that the Organiser finds the presented receipt is not authentic or invalid then the Organiser shall be entitled to disqualify the Winner and forfeit the Prize from the Winner without assigning any reasons whatsoever.</p> <p>The Organiser shall reserve the right to award the Prize to an alternative Participant at its sole discretion at any time.</p>

		<p><b>CONTACT</b></p> <p>Upon verification and confirmation of the details, the Promotion winners will be contacted by WhatsApp by the Organiser's Appointed Agent.</p>
7.	<b>Prize fulfilment</b>	<p>Once the winner has been verified and confirmed, prize fulfilment shall be through:</p> <ol style="list-style-type: none"> <li>a) Prizes worth RM500 and below will be send via courier service to the winners' full mailing address as provided to the Organiser upon request.</li> <li>b) Prizes worth RM500 and above, winners need to collect at the Organiser / Appointed Agent office (within Klang Valley) that will be notify by Organiser's Appointed Agent to the winner. The collection of the prize must be collect within the timing and pre-arranged date given from the Appointed Agent to the winner.</li> </ol> <ol style="list-style-type: none"> <li>1. Prize sent via courier service : The Organiser and the Appointed Agent have the right to request the winner to sign and send back a copy of all the consent documents together with the original receipt as proof of purchase and a scanned copy of their I.C. for verification purposes to the Organiser.</li> <li>2. Prize collection at office : The winner need to bring along original IC and original receipt as proof of purchase for verification purposes to the Organiser / Appointed Agent.</li> <li>3. By participating in the Promotion, the participants grant the Organiser the permission to publicise, broadcast or otherwise disclose his or her name, character, likeness, statements or any promotional activities in any and all media concerning the winning of the Promotion, or promotions generally held by the Organiser at any time and from time to time. The Organiser may promote or advertise that a particular winner won the Promotion. All participants and/or winners hereby agree and consent to the use of his/her name for the purpose of advertising, trade or promotion by the Organiser without any additional compensation, notification and/or permission.</li> <li>4. The Organiser reserves the right to disqualify and remove any participants from the Promotion without prior notification or disclosure of information should the participants be suspected of tampering with their entries or is found to be in breach of these Terms of Use and any conditions of the Promotion.</li> <li>5. The Organiser reserves the right to forfeit the prize if the winner fails to respond by the date and time agreed by the winner and the Organiser's Appointed Agent.</li> <li>6. The Organiser reserves the right to ignore requests from winners during the Promotion Period which are deemed by the Organiser to be unreasonable.</li> </ol>
8.	<b>General</b>	<p>The Organiser shall be entitled to request the original Identity Card or the originals of other supporting documents/materials for verification purposes.</p> <p>The Organizer reserves the right to reject any entry that is not submitted in the required manner as indicated above including, but not limited to, entries with incorrect or incomplete information, or where the POP is altered, duplicated, defective, is invalid and will be automatically disqualified from the Promotion without notice.</p> <p>Participants <b>MUST</b> keep the original POP for verification and prize redemption purposes. Failure to do so will result in disqualification and forfeiture of prize won.</p> <p>The Organizer does not charge for entries submitted by the participants. The Organiser shall not reimburse the participants for the charges incurred in sending the WhatsApp entry including Sales and Services Tax (SST), and related charges, if any.</p> <p>The participants must adhere to the mechanism of the Promotion as may be notified or communicated by the Organizer during the Promotion Period.</p> <p>The Organizer reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice.</p> <p>All prizes are accepted entirely at the risk of the participant and are awarded by the Organizer and/or sponsors without any warranty of any kind expressed or implied.</p> <p>The participant shall execute a deed of release and indemnity in a form prescribed by the Organizer, if so required, in order to receive the Prize.</p>

		<p>The Organiser will send out an acknowledgement message to successful entry and unsuccessful entry through Email notifications.</p> <p>All prizes are bound by the terms and conditions attached to the prizes and these Terms of Use must be claimed within the stipulated time frame. Failure to do so will result in the forfeiture of the prize.</p> <p>In the event that the Organiser finds that the presented receipt is not authentic or invalid then the Organiser shall be entitled to disqualify the Winner and forfeit the Prize from the Winner without assigning any reasons whatsoever.</p> <p>The Organiser shall reserve the right to award the Prize to an alternative Participant at its sole discretion at any time.</p> <p>By participating in the Promotion, the participants grant the Organiser the permission to publicise, broadcast or otherwise disclose his or her name, character, likeness, statements or any Promotional activities in any and all media concerning the winning of the Promotion, or Promotions generally held by the Organiser at any time and from time to time. The Organiser may promote or advertise that a particular winner won the Promotion. All participants and/or winners hereby agree and consent to the use of his/her name for the purpose of advertising, trade or Promotion by the Organiser without any additional compensation, notification and/or permission.</p> <p>The Organiser reserves the right to disqualify and remove any participants from the Promotion without prior notification or disclosure of information should the participants be suspected of tampering with their entries or is found to be in breach of these Terms of Use and any conditions of the Promotion.</p> <p>The Organiser reserves the right to ignore requests from winners during the Promotion Period which are deemed by the Organiser to be unreasonable.</p>
--	--	---

**Note: In the event of any conflict or inconsistency between the terms and provision in this table and those of the Promotion, the terms and provisions in this table will prevail.**

#### **Other Terms of Use**

1. The participant agrees that he / she shall:
  - (i) abide by the said terms and conditions accordingly and agrees to cooperate and to follow all directions given to the participant;
  - (ii) not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Promotion Period;
  - (iii) not by act or omission, directly or indirectly bring the Organiser into disrepute;
  - (iv) not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Promotion or the prize with any third party;
  - (v) agrees that the participant's participation in the Promotion does not entitle the participant to wages, salary or any other compensation.
2. Submission of the Entry does not guarantee the participant the opportunity to participate in the Promotion. The Organiser has the right to, at its sole discretion and without prior notification, reject, refuse or exclude a participant from participation in the Promotion for reasons, including (without limitation) where the Entry is not complete, non-compliance or non-fulfilment of any of these Terms of Use or attempts to compromise the Promotion in any way.
3. The Organiser reserves the right to substitute the prize, or any portion thereof, as the case may be, for an alternative prize of equal or greater value should the prizes promoted not be available due to unforeseen circumstances.
4. In the event that a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with according to the reasonable discretion of the Organiser subject to compliance with any applicable laws.
5. The prizes must (where applicable) be used on the dates specified, cannot be sold, changed or exchanged for money or for other prizes and the prizes are not transferable or negotiable and may not be redeemed for cash.
6. Any tax payable as a result of a prize being awarded is the sole responsibility of the winner.

7. The Organiser's decision in relation to any aspect of the Promotion is final and binding. No communication will be entertained in this regard.
8. Save and except for any warranties implied in law (if any), all prizes are used/taken entirely at the risk of the winner in all things, and the Organiser excludes all warranties in connection with any prize to the extent permitted by law. The Organiser makes no representations that the prize will be satisfactory to the winners.
9. The Organiser may publicise, broadcast or otherwise disclose a winner's or participant's name, character, likeness, statements or any promotional activities concerning the winning of the Promotion, or promotions generally held by the Organiser. The Organiser may promote or advertise that a particular winner won the Promotion. All winners hereby agree and consent to the use of his/her photo, name, appearance, voice and likeness to and to transmit, copy, publish, copyright, distribute and display it in connection with articles, exhibitions, publicity, advertising, education, trade and/or promotional material or activities undertaken ("Promotional Materials") by the Organiser without any additional compensation, notification or permission. Participants and/or winners shall not be entitled to claim ownership and/or other forms of compensation on any of the materials. All winners and participants also hereby agree to waive any rights that he/she may have to inspect or approve any finished products or any advertising copy of the Promotional Materials that may be used, arising directly, indirectly or in connection with the Promotion. Further, all winners and participants hereby agree that he/she assigns all of his/her rights, titles and interests that he/she may have in any form of media in which any or all of his/her photos, name, appearance, voice and likeness have been captured in connection with the Promotion, along with full rights of assignability, and agree to execute any documents required by the Organiser to give effect to this assignment.

### **Release**

1. The participant agrees to waive, release and discharge the Organiser, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the participant or any party claiming through the participant hereafter may have arising out of acceptance of any prize(s) or participation in the participant including (but not limited to) death, personal injury and damage to property and whether or not direct, consequential or foreseeable.
2. Each participant hereby agrees to indemnify and hold the Organiser and each of its subsidiaries, affiliates, related companies, advertising and promotion agencies and each of its and their respective directors, employees, agents and representatives (the "**Released Parties**") harmless from and against any losses, damages, rights, claims, or cause of action of any kind arising, in whole or in part, directly or indirectly, as a result of the participant's breach of the participant's warranties and undertaking and any breach of the Terms of Use and / or the rules and regulations of the Promotion, participation in the Promotion or arising in connection with a prize. The Released Parties shall not be responsible for lost, late, misidentified or misdirected entries or telecommunication or computer hardware or software performance, errors, delays or failures.

### **Disclaimer**

1. THE ORGANISER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE COMPETITION. THE COMPETITION AND THE PRIZES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE'.

### **Intellectual Property**

1. All intellectual property rights used in relation to the Promotion are owned by the Organiser, and its employees, officers, directors, agents, affiliates, parent, subsidiaries and representatives ("**Organiser Group**").
2. All intellectual property rights in connection with this Promotion shall vest in the Organiser. The participants shall not be permitted at any time to reproduce or distribute any intellectual property rights in respect of this Promotion.
3. Entries and details submitted in connection with the Promotion (whether in written, audio or visual form, or a combination of those) or any photographs, video and/or film footage or audio recording taken of the participants shall be the property of the Organiser. The Organiser may use the material in any medium and in any reasonable manner it sees fit. Copyright of any such material becomes and remains the sole property of the Organiser. The participant hereby assigns to the Organiser all worldwide copyright and like rights in the entries and waive all moral rights.



## Facebook and/or WhatsApp

1. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and/or WhatsApp.
2. The participants are providing the participants' information (save in respect of the participants' Facebook and/or WhatsApp username and password) to the Organiser and not to Facebook and/or WhatsApp. The information the participants provide will solely be used for and by the Organiser Group and will not be sold, transferred, given or shared with any third party not in any relation to the Promotion.
3. The participants agree that the participants shall waive any claim the participants may have against the Organiser Group that is in any way connected with a dispute the participants may have with Facebook and/or another participant of the Promotion ("**third party participant**") and the participants agree to indemnify the Organiser Group for any losses or liability the Organiser Group suffers as a result of any claim against the Organiser Group by Facebook and/or WhatsApp and/or the third party participant as a result of the participants' dispute or in relation to the participants' dealings with Facebook and/or WhatsApp and/or such third party participant. This waiver and indemnity shall not apply in the event of any breach, fraud or wilful misconduct on the part of the Organiser Group.

## Liability

1. Each participant agrees that except in respect of damages, losses, injuries, rights, claims or actions caused by or arising from the breach or negligence of the Organiser, the Organiser shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with the Promotion, or resulting from the acceptance, possession, use/misuse of prizes, or participation in the Promotion. Each participant further agrees that the Organiser will not be responsible or liable for any Entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, duplicated or otherwise not in compliance with these Terms of Use or arising due to the fault of the participant.
2. The Organiser shall not be liable to any participant nor shall the Organiser be deemed to be in breach of the Terms of Use by reason of any delay in performing, or any failure to perform, any of the Organiser's obligations hereunder, if the delay or failure was due to any cause beyond the Organiser's reasonable control.
3. Notwithstanding the foregoing, nothing in these Terms of Use is intended to limit any rights the participants might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit the Organiser's liability to the participants for any loss or damage arising from the breach or negligence on the part of the Organiser.
4. The Organiser reserves the right at its reasonable discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of the Promotion or its website (if any), to be acting in breach or potential breach of these Terms and Conditions. No correspondence will be entertained.
5. The Organiser reserves the right to cancel the Promotion at any time due to unforeseen circumstances, sovereign laws and regulations.
6. No warranty or guarantee is given by the Organiser in relation to any of the prizes and to the fullest extent permitted by law, the Organiser, its agents and trading partners will not be liable for any loss or damage whatsoever which is suffered or sustained as a result of receipt or use of any prize awarded pursuant to this Promotion. The Organiser does not recommend or guarantee the performance of any contractor or other obligations of any third parties associated with the prizes and will not be liable for any fraud committed by any third party.
7. During the Promotion, any request or complaint concerning the Promotion and the Terms of Use may be sent via email and stating the participant's name, address, e-mail address and telephone number. The participant will be contacted within a reasonable time after receipt. The Organiser will not engage in any correspondence related to the selection of the winner.

## Other Provisions

1. Nothing in or relating to this Promotion may be reproduced or published without the Organiser's express consent.
2. No rights can be derived from this Promotion or the results thereof.
3. The Promotion is void where the same is prohibited or restricted by any local, national, state, or any governmental laws.

4. If these terms and conditions are or become partially void, the Organiser and the participant will continue to be bound by the remainder of the same. The parties shall replace the void part by provisions that are valid and have legal effects that correspond with those of such void part as much as possible, taking into account the content and the purport of these terms and conditions.
5. These Terms of Use will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising of the Promotion.
6. This Promotion is subject to the Malaysian Advertising Code for Alcoholic Beverages.
7. The participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by it.
8. All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Promotion, the production, distribution, exhibition and/or exploitation of the Promotion and / or any product based on and / or derived from the Promotion.

### **Personal Data Protection Act Policy In Social Media Sites**

This policy serves as a written notice (“**Notice**”) as prescribed under the Personal Data Protection Act 2010 (hereinafter referred to as the “**PDPA**”), to inform you that your personal data is being processed by or on behalf of Heineken Marketing Malaysia Sdn Bhd (“**HMMSB**”, “**our**”, “**us**” or “**we**”). For the purpose of this Notice, the terms “**personal data**”, “**sensitive personal data**” and “**processing**” shall have the meaning prescribed in the PDPA.

We are collecting and further processing the personal data you choose to share on Facebook, Instagram, Twitter, YouTube, and other social media sites, including our brand website (collectively, “**Social Media Sites**”). The personal data collected and further processed by us may vary between individuals depending on the privacy and security settings available to your account on the relevant Social Media Sites. For more information about the choices and means for limiting the personal data processed by the Social Media Sites, please visit the respective Social Media Sites privacy policy page.

We will be processing your personal data, including any additional information you may subsequently provide to us, for the purposes of contacting or communicating with you, advertising our or third party’s services, products, activities, special events or offers, to respond to your posts, submissions, comments, requests, inquiries or complaints, to request feedback from you, assessing your application to register for the use or subscription of the Website, administer your participation in promotions, conduct internal activities, market surveys and trend analysis, other legitimate business activities of Heineken Marketing Malaysia Sdn Bhd, and any other purposes as may be related to the foregoing and/or as set out in the Social Media Sites and if applicable, promotion terms and conditions (“**Purposes**”).

In respect of the personal data collected from our brand website, it is obligatory that you supply us your personal details as required by the Promotion. If you fail to supply us such compulsory personal data, we may refuse to process your personal data for any of the Purposes.

We may disclose your personal data to our related corporations, service providers, business partners, and any governmental departments and/or agencies, regulatory and/or statutory bodies as and when required by any laws or regulations.

By “liking” our Facebook brand page, or following us on our brand’s Instagram or Twitter, or subscribing to our brand’s YouTube channel or otherwise expressing or providing a similar indication of your interest in us in other Social Media Sites, you hereby agree that you have read this Notice and consent to our collection and further processing of your personal data in the respective Social Media Sites in the manner as specified in this Notice. Unless you have asked us not to, we will contact you by posting, messaging or emailing you with any offer or promotions in relation to our upcoming events, products and services. If you do not wish to receive any of these offers or promotions, access and request for correction of your personal data, to limit the processing of your personal data, or to contact us with any enquiries or complaints in respect of your personal data as follows please send us an email to [general.enquiry@heineken.com](mailto:general.enquiry@heineken.com).

You are responsible for ensuring that the personal data we collect is accurate, complete, not misleading and kept up to date.

This Notice shall be drafted in English as well as in Bahasa Malaysia. In the event of any inconsistency between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail over the Bahasa Malaysia version.

## Dasar Akta Perlindungan Data Peribadi

Dasar ini berfungsi sebagai notis bertulis ("**Notis**") seperti yang ditetapkan di bawah Akta Perlindungan Data Peribadi 2010 (selepas ini dirujuk sebagai "**Akta**"), untuk memaklumkan bahawa data peribadi anda sedang diproses oleh atau bagi pihak Heineken Marketing Malaysia Sdn Bhd ("**HMMSB**", "**kami**", "**kita**" atau "**kita**"). Bagi maksud Notis ini, terma "**data peribadi**", "**data peribadi sensitif**" dan "**pemprosesan**" hendaklah mempunyai erti yang ditetapkan dalam Akta.

Kami mengumpul data peribadi anda yang anda memilih untuk berkongsi di Facebook, Instagram, Twitter, YouTube, atau laman web kami. Pengumpulan data peribadi oleh Heineken Marketing Malaysia Sdn Bhd mungkin berbeza-beza antara individu bergantung kepada tetapan keselamatan akaun rangkaian sosial anda dan oleh itu mungkin termasuk data sensitif peribadi seperti pandangan agama dan politik. Untuk maklumat lanjut mengenai data peribadi Facebook anda bahawa kita menyimpan dan / atau mengehadkan data peribadi anda bahawa kita menyimpan, sila rujuk kepada Facebook Data Penggunaan Dasar di <https://www.facebook.com/about/privacy/>. Untuk data peribadi rangkaian sosial lain, sila rujuk kepada laman web privasi rangkaian sosial berkenaan.

Heineken Marketing Malaysia Sdn Bhd akan memproses data peribadi anda, termasuk apa-apa maklumat tambahan yang anda kemudiannya boleh memberikan Heineken Marketing Malaysia Sdn Bhd, bagi maksud menghubungi anda, pengiklanan kami atau perkhidmatan pihak ketiga, produk, aktiviti, acara-acara khas atau tawaran, untuk bertindak balas kepada anda jawatan, permohonan, komen, permintaan atau aduan, untuk mendapatkan maklum balas daripada anda dan apa-apa maksud lain sebagaimana yang mungkin berkaitan dengan perkara di atas ("**Maksud**").

Kami mungkin mendedahkan data peribadi anda kepada syarikat-syarikat berkaitan kami, pembekal perkhidmatan, rakan kongsi perniagaan, dan mana-mana jabatan kerajaan dan / atau agensi, badan-badan kawal selia dan / atau undang-undang apabila dikehendaki oleh mana-mana undang-undang atau peraturan-peraturan.

Dengan "suka" (like) halaman kami dan menjadi ahli atau mengikut akaun rangkaian sosial kami, anda bersetuju bahawa anda telah membaca Notis ini dan bersetuju untuk memproses data peribadi anda dan / atau data peribadi yang sensitif dengan cara yang dinyatakan dalam Notis ini. Melainkan jika anda telah meminta kami untuk tidak, kami akan menghubungi anda dengan menyiarkan, mesej atau menghantar e-mel anda dengan mana-mana tawaran atau promosi yang berkaitan dengan peristiwa-peristiwa yang akan datang, produk dan perkhidmatan. Jika anda tidak mahu menerima mana-mana tawaran atau promosi, sila hantar e-mel kepada [general.enquiry@heineken.com](mailto:general.enquiry@heineken.com).

Notis ini digubal dalam bahasa Inggeris dan juga dalam Bahasa Malaysia. Sekiranya terdapat sebarang percanggahan antara versi Bahasa Inggeris dan versi Bahasa Malaysia notis ini, versi Bahasa Inggeris akan mengatasi versi Bahasa Malaysia.