## ELBA e-Duit Raya Campaign 2022

## Promotion Period: 1<sup>st</sup> March - 15<sup>th</sup> May 2022

## **Terms and Conditions**

- FIAMMA SDN. BHD. (047268-M) (collectively referred to as "Organiser") will launch a campaign known as e-Duit Raya ("Campaign") starting from 1<sup>st</sup> March 2022 at "00:00:01" to 15<sup>th</sup> May 2022 at 23:59:59" ("Campaign Period"). The Organiser shall reserve the right to shorten, change, revise or amend the Campaign Period at any time without prior notice. All entries received outside the Campaign Period will be disqualified.
- 2. Participants are eligible to participate in the Campaign with any purchase of ELBA products, with minimum RM200 eligible spent in a single receipt during Campaign Period is entitled to one (1) entry, at ELBA participating stores.
- 3. To ensure that the entry is valid for redemption, for each entry the participant must complete and submit all information required and provide a copy of the purchase receipt, in the "Redemption Promotion" page at <u>https://www.elba.com.my/promotions-events/e-duit-raya-2022/</u> ("Site"). Submission of duplicated entries will be considered as one entry only.
- 4. The proof of purchase ("POP") for each entry is the receipt or online tax invoice received after purchasing which contains the Shop Name, Receipt Number, Date of Purchase and Receipt Value.
- 5. The Organiser will select the first 10,000 participants who meet such spending criteria in a single receipt, on a first come, first served basis, and selected randomly by a computer process that produces a verifiable random result from those valid entries received during the Campaign Period. The selected participants will be entitled to the redemption of e-Duit Raya (Touch 'n Go E-wallet) credit value from RM8, RM88, RM188 and up to RM888.
- Total Campaign redemptions up to 10,000 entries, which is given out on first come, first served basis, subject to availability. Each eligible participant is only entitled to redeem one (1) e-Wallet credit value per tax invoice. Terms and conditions apply.
- 7. All successful participants who are entitled to this Campaign, E-wallet credit will be notified you within 14 working days of entry submission. Successful participants will be notified through email or alternately published on the site stated above.
- 8. E-wallet credit is not refundable and not exchangeable for cash/credit/other items or vouchers, in part or in full.
- 9. The Organiser shall not be responsible for wrong phone number registered. Winner's phone number not registered with Touch 'n Go E-wallet account will be forfeited all winnings.
- 10. Participation in the Campaign constitutes the participant's full and unconditional agreement to and acceptance of the Terms & Conditions including any variations, amendments or revisions made by the Organiser at their absolute discretion without any requirement of prior notice.

- 11. The Campaign is open to all Malaysian citizens and permanent residents residing in Malaysia, minimum age of 18 years old and above as at 1<sup>st</sup> March 2022. It is not applicable outside Malaysia.
- 12. Directors, officers, employees of the Organiser (including its associated companies) and their immediate family members (spouse, children, parents siblings) and/or representatives, employees, servants and/or agents of advertising and/or public relations agencies of the Organiser and their immediate families, employees, servants and/or agents of dealers and/or contractors of the Organiser and their immediate families are not eligible to participate in the Campaign.
- All entries must be received by 23:59:59 (UTC +08:00) through "Redemption Promotion" page <u>https://www.elba.com.my/promotions-events/e-duit-raya-2022/</u> ("Site") by 15<sup>th</sup> May 2022. Late and invalid entries will not be entertained. The time is based on Organiser server's system time.
- 14. Incomplete and/or incorrect entries will be disqualified.
- 15. Participants MUST keep the Original Copies of POP for winners' verification and prizes redemption. Failure to do so will result in disqualification and forfeiture of prizes won.
- 16. By participating in the Campaign, each participant releases and discharges the Organiser, and any other party associated with the development or administration of this Campaign, their parent company, subsidiary, and affiliated companies, and each of their respective directors, members, shareholders, employees, contractors, agents, representatives, successors and assigns from any and all liability whatsoever in connection with this Campaign, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims").
- 17. The Organiser reserves the rights to publish or display materials or information, including but not limited to the names and photographs of all participants for marketing, advertising and publicity purposes in any manner it deems appropriate. The Organiser further reserves the rights to use any personal data of participants in any manner and/or for any purpose it deems fit and participant is deemed to consent to such use with no monetary payment.
- 18. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration or, use of member communications, or any problems or technical malfunction of the Website, any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet and/or Website.
- 19. The Organiser and their respective parent companies, subsidiaries, affiliates, directors, officers, employees, agents, independent contractors and advertising/promotion agencies make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of the prize, including, without limitation, their quality, merchantability or fitness for a particular purpose.
- 20. Winners will be required to sign and return a release of liability, declaration of eligibility, and where lawful, publicity consent agreement, from the Organiser. By entering, winners agree

to grant the Organiser and their respective parent companies, subsidiaries, affiliates, directors, officers, agents, independent contractors and advertising/promotion agencies the use of his/her name, details submitted through "Redemption Promotion" page. If the winners cannot be contacted, the registration is ineligible, fails to claim a prize, or fails to timely return the completed and executed declaration and releases as required, the prize may be forfeited and an alternate winner may be selected. Refusal or return of the winners' notification as undelivered will also result in disqualification and an alternate winner may be selected.

- 21. The Organiser reserves the rights to cancel, terminate or suspend the Campaign without any prior notice and reason. For the avoidance of doubt, cancellation, termination or suspension, the Organiser shall not entitle the participant to any claim or compensation against the Organiser for any or all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- 22. The Organiser reserves the rights to vary, delete or add to any of these Terms and Conditions and/or substitute or replace the prizes from time to time without any prior notice.
- 23. The Organiser's decisions are final and no correspondence thereafter will be entertained. Please read these terms before entering.
- 24. Campaignants will fully indemnify and hold harmless the Organiser, its directors, officers, employees, agents and assigns against any or all losses, liabilities, costs, claims, charges, expenses, actions or demands (including legal costs), whether direct or indirect arising out of a breach by him or her of these Terms and Conditions.
- 25. The Terms and Conditions of this Campaign are governed by the laws of Malaysia and all disputes are subject to the exclusive jurisdiction of the courts of Malaysia.
- 26. If for any reason any part of this Campaign is incapable of running as planned, the Organiser may in its sole discretion cancel, terminate, modify or suspend the Campaign, or invalidate any affected entries without any further liability or any obligation to continue the Campaign.
- 27. The invalidity or unenforceability for any reason of any part of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remaining parts. Each part of these Terms and Conditions are distinct and at all times severable from the rest of the Terms and Conditions.
- 28. The Organiser will not be responsible or liable for any claims, losses or damages whatsoever, resulting from or in connection with this Campaign or the prizes given out through this Campaign.
- 29. The Organiser is the final authority to decide on the interpretation of these Terms and Conditions and as to any other matters relating to this Campaign.
- 30. For enquiries, please contact the FIAMMA SDN. BHD., Marketing Department at +603-6279 8888, Mondays to Fridays, from 9.00am to 6.00pm.