

# INNERSHINE® CONFIDENCE FROM WITHIN, NATURALLY

#### **TERMS AND CONDITIONS**

#### A: **Schedule to Conditions of Entry**

Organiser SUNTORY BEVERAGE & FOOD MALAYSIA SDN. BHD (201301042171 (1071996-A)) **Promotion** 

Purchase a minimum of BRAND'S® InnerShine 6x42ml OR BRAND'S® InnerShine®

12x42ml in a single receipt.

Promotion Period

The Promotion starts at 00:00:00 on 1st November 2023 and closes at 23:59:59 on

31st December 2023.

Eligibility The Promotion is open to all Malaysian citizens and permanent residents in Malaysia

aged 18 years and above with valid identification number (MyKad or MyPR) as on 1st

November 2023.

The following groups of persons shall not be eligible to participate in the Promotion:

(a) Employees of the Organizer and its group of companies and their immediate family members (spouse, children, parents, siblings, and their

(b) Employees of the Organizer's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

#### **Entry Method** Participation via online form submission

https://brands-campaign.com/brandsinsnov23/

- 1. STEP 1: Purchase a minimum of one (1) pack of BRAND'S® InnerShine® 6x42ml OR one (1) pack BRAND'S® InnerShine® 12x42ml ("Minimum Purchase Quantity") of any participating BRAND'S® InnerShine® products in a single receipt ("Proof of Purchase") within the Promotion Period. The participating Products.
  - BRAND'S® InnerShine® Prune Essence 6'S
  - BRAND'S® InnerShine® Prune Essence 12'S
  - BRAND'S® InnerShine® Berry Essence 6'S
  - BRAND'S® InnerShine® Berry Essence 12'S
  - BRAND'S® InnerShine® Mato Bright™ 6'S
  - BRAND'S® InnerShine® Mato Bright™ 12'S
- 2. STEP 2: To participate in the Promotion, scan the QR Code which can be found from the advertisement or Point of Sales Materials ("POSM") or fill up the Online Form at (https://brands-campaign.com/brandsinsnov23/) with the required details:
  - a) Full Name (as per MyKad)
  - b) MyKad Number

- c) Mobile Number
- d) Amount Of Purchase
- e) Delivery Address
- f) Upload clear and complete Receipt ("Proof of Purchase") ("Entry")

For purchases made in Watsons Malaysia & Guardian Malaysia outlets, participants may send the clear picture of the Proof of Purchase via WhatsApp submission to **+011-2426 4361** with the required details:

- a) Full Name (as per MyKad)
- b) MyKad Number
- c) Mobile Number
- e) Delivery Address
- f) Upload clear and complete Receipt ("Proof of Purchase") (e.g., Daus Bin Ahmad, 83011801232, 12 Jalan Teratai, Klang, 43000 Selangor) ("Entry").
- 3. For Minimum Purchase Quantity of one (1) pack of BRAND'S® InnerShine® 6x42ml OR one (1) pack BRAND'S® InnerShine® 12x42ml of in a single Proof of Purchase shall constitute as one (1) Entry for redemption only. Each Proof of Purchase is only eligible to one (1) submission only. The Organizer shall reserve the right to disqualify any submission with duplicated Proof of Purchase.
- 4. Each customer with one (1) valid Identification number (MyKad or MyPR) can redeem up to a maximum of five (5) redemption prizes during the Promotion Period.
- 5. The Organizer does not accept any alteration of Proof of Purchase in any form. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.
- 6. Notwithstanding any of the above, upon receipt of the entry the organizer shall reserve the right to request for further evidence in the processing of the Entry including the original Proof of Purchase (hardcopy) and the identification documents for verification prior to the delivery of the prizes. Failure to produce any of the foregoing documents within the stipulated time frame will result in disqualification and forfeiture of the prizes.
- 7. Keep the original Proof of Purchase for verification purposes.
- 8. There is no limit to the number of entries with valid purchases during the Promotion Period.

**Entry Deadline** 

All entries must be received by the Organizer on or before 23:59:59 on 31<sup>st</sup> December 2023

# Verification **Details**

### **Verification of Entries**

- All Required Personal details and purchase requirement fulfilled.
- Clear snapshot of the Proof of Purchase indicating the Products, receiptnumber, date, purchase value and outlet name.
- 3. Validity of the purchase date (within Promotion period).
- The Organizer does not accept any alteration of Proof of Purchase in any
- 5. Handwritten receipt, Purchase Order and/or Delivery Note will not beaccepted as Proof of Purchase.

# Nationwide Contest

# BRAND'S® INNERSHINE® Confidence from within, Naturally The Body Shop / Zalora Shopping Voucher Worth RM 100

Total: 240 winners

- Eligibility criteria: A minimum purchase quantity of one (1) pack of BRAND'S® InnerShine® 6x42ml in a single receipt.
- Eligibility & winning criteria\*: Must meet minimum purchase quantity, the winners will be selected subject to first come first serve basis and stock availability.

# Buy one (1) pack of BRAND'S® InnerShine® 6x42ml in a single receipt to redeem 1x Touch N Go Reload Pin worth RM 5

- Total: 15,000 redemptions\* x Touch N Go Reload Pin worth RM5
- Eligibility & winning criteria\*: Must meet minimum purchase quantity, the winners will be selected subject to first come first serve basis and stock availability.

# **Exclusive Retailer Contest Prizes**

# Watsons Malaysia Swarovski Necklace Worth RM 565 (Member Special) Total: 15 winners top spenders

Eligibility criteria: A minimum purchase quantity of one (1) pack of BRAND'S® InnerShine® 6x42ml in a single receipt.

# **Guardian Malaysia Exclusive Contest Pandora Bracelet Worth RM 329** Total: 25 winners top spenders

Eligibility criteria: A minimum purchase quantity of one (1) pack BRAND'S® InnerShine® 12x42ml in a single receipt.

Winner Selection The list of winners will also be announced on the Organizer's & Announcement website; <a href="https://www.facebook.com/innershineclub">https://www.facebook.com/innershineclub</a>

The announcement of winners will be as per below schedule:

- Nationwide Contest: 30 working days after the contest ends
- Watsons Malaysia Exclusive Contest: 30 working days after the contest
- Guardian Malaysia Exclusive Contest: 30 working days after the contest ends

# Prize Claim Delivery Date Delivery Format

- 1. Upon successful validation of Entry(ies), all Redemption Prize[s] will be delivered to the address /via electronic provided by the Participants within 30 working days after the promotion ended on 31<sup>st</sup> December 2023. The Organizer reserves the right to at its absolute discretion to extend the timeline and delivery format as the Organizer deem necessary.
- 2. Nationwide contest, Watsons Malaysia Exclusive Contest and Guardian Malaysia Exclusive Contest will be informed or contacted via mobile WhatsApp to the given contact number from the Entry Time for Prize fulfillment purposes. Winners must reply and provide the delivery address within three days from the WhatsApp notification request to be eligible to claim the prize. Failing which will result in forfeiture of the prize. The Organizer will not be held liable in the event the Qualified winners cannot be contacted for whatever reasons. All prizes will be processed for delivery to the winners after the contest. Winners will receive the prizes four (4) to six (6) weeks from the Winner's Announcement date. The Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer.
- 3. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes due to any other unforeseen circumstances beyond the Organizer's control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors.
- 4. The Organizer shall not be liable for any loss or damage that occurs to the Prizes during the delivery process. Any other additional costs (i.e., travel expenses, transportation cost, duties and taxes) involved to redeem or collect the prize shall be borne by the winner at their own cost.
- 5. In the event there is a manufacturing defect, winner must return the prize to the Organizer at own cost, undamaged and in its original packaging for a replacement within 2 weeks from the delivery date of the Prize failing which the Prize will not be replaced. Organizer shall reserve the right at its absolute discretion to substitute any of the prizes shown with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.
- 6. All costs and expenses incurred and/or arising from the participation in the Redemption, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.
- Any written requests or queries should be addressed to the Organizer's Customer Service via Web Form: <a href="https://www.brandsworld.com.my/en/contact-us-form.html">https://www.brandsworld.com.my/en/contact-us-form.html</a>

This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, collectively "Terms and Conditions", and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Promotion (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

#### B: Conditions of Entry

#### 1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Promotion Period, make Prize substitutions, cancel, terminate or suspend the Promotionin whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser's decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

#### 2. Promotion Entries

- 2.1 By submitting an entry to the Promotion, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Promotion, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. 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 of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problemsor traffic congestion on the Internet.

# 3. Eligibility

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Promotion and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion including without limitation, identification documents, and the written consent ofparents/legal guardians in the case of Participants below the age of eighteen (18) years.

# 4. Ineligibility

The following groups of persons shall not be eligible to participate in the Promotion:

Employees of the Organiser and its group of companies and their immediate familymembers (spouse, children, parents, siblings, and their spouses); and

Employees of the Organiser's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

# 5. Disqualification

- 5.1 The following entries will be disqualified:
  - (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
  - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the Organiser reserves the right to disqualify any Participant that:
  - (a) undermines, has or attempted to undermine the operation of the Promotion by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Promotionfor verification by Organiser when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

# 6. Prizes

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participantin any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.

- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Prizes.
- 6.5 Prize(s) are given out on an "as it is" basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment. Original MyKad/MyPR of the winner must be presented for the Prize collection or redemption.

# 7. Publicity

The Organizer may use a Participant's entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Promotion (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organizer, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organizer.

### 8. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Promotion and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organizer. The Organizer has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participantwaives all rights he or she may have in such materials or works.

# 9. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organizer, its holding, subsidiary or related companies as defined in the Companies Act 2016 ("SUNTORY BEVERAGE & FOOD MALAYSIA SDN. BHD"), directors, officers, employees, agents, sponsors and/or representatives against all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant's participation in the Promotion, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions.

# 10. Limitation of Liability

- 10.1 The Participant's participation in the Promotion shall be at the Participant's own risk.
- 10.2 The Organiser, SUNTORY BEVERAGE & FOOD MALAYSIA SDN. BHD, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Promotion, as well as the redemption and/or utilisation of any Prize won.

# 11. General

- 11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Promotion and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.
- 11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Promotion, that relates to the Prize, are the properties of their respective owners. This Promotion and the Organiser are notaffiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies.
- 11.3 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 the Organiser.
- 11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Promotion.
- 11.5 Where the Terms and Conditions of the Promotion is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 11.6 The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

# 12. Privacy Notice

- 12.1 By participating in this Promotion, you consent to SUNTORY BEVERAGE & FOOD MALAYSIA SDN. BHD and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 ("SUNTORY BEVERAGE & FOOD MALAYSIA SDN. BHD") and service providers, agents and contractors who provide administrative and business support to us and act on our behalf ("Authorised Third Parties") (collectively "Organiser", "us", "we" or "our") to process your personal information provided in the Promotion Form for purposes of the Promotion. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.
- 12.2 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 12.3 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 12.4 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at <a href="https://www.brandsworld.com.my/en/privacy-policy.html">https://www.brandsworld.com.my/en/privacy-policy.html</a>
- 12.5 The Organiser is a global company, and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our privacy policy at <a href="https://www.brandsworld.com.my/en/privacy-policy.html">https://www.brandsworld.com.my/en/privacy-policy.html</a>
- 12.6 To the extent that the applicable law allows, you have the right to request for access to, requestfor a copy of, request to update or correct, your personal information held by us.

All your written requests or queries should be addressed to:

Contact: Personal Data Protection Officer

Address: Lot 9.02, Level 9, 1 First Avenue, Bandar Utama, 47800 Petaling Jaya,

Selangor, Malaysia; or

Web Form: https://www.brandsworld.com.my/en/contact-us-form.html; or

Call us: 1-300-228-300

- 12.7 Please note the Organiser requires your personal information in order to process your participation in the BRAND'S® INNERSHINE® Confidence from within, Naturally without which we will not be able to process your application.
- 12.8 For a more detailed description of our privacy practices, please refer to our Privacy Policy at <a href="https://www.brandsworld.com.my/en/privacy-policy.html">https://www.brandsworld.com.my/en/privacy-policy.html</a>. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.