



**BRAND'S® KEEPS YOU GOING DRINK &  
REDEEM PROGRAM TERMS AND CONDITIONS**

**A: Schedule to Conditions of Entry**

<b>Organiser</b>	BRAND'S® SUNTORY (MALAYSIA) SDN BHD (3948M)
<b>Promotion</b>	<b>BRAND'S® DRINK &amp; REDEEM PROGRAM 2024</b>
<b>Promotion Period</b>	The Promotion starts at 00:00:00 on 1st Feb 2024 and closes at 23:59:59 on 30th April 2024.
<b>Eligibility</b>	<p>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 Feb 2024 .</p> <p>The following groups of persons shall not be eligible to participate in the Promotion:</p> <p>(a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses);</p> <p>(b) Employees of the Organiser's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).</p>

**Entry Method**

**Courier**

1. Purchase any of **BRAND'S® Essence of Chicken** range of participating product(s) within the promotion period from any participating outlets. The Participating Product(s) :
  - BRAND'S® Essence of Chicken Original
  - BRAND'S® Essence of Chicken with Tangkwei
  - BRAND'S® Essence of Chicken with Cordyceps
  - BRAND'S® Essence of Chicken with American Ginseng( All BRAND'S® Essence of Chicken products bottle caps **are in green in colour with anti clockwise arrow TO OPEN sign ; sample as per below** )



**\*BRAND'S® InnerShine® Prune Essence; BRAND'S® InnerShine® Berry Essence; and BRAND'S® InnerShine® Mato Essence are excluded as the participating product in the campaign\***

2. Drink and collect **BRAND'S® Essence of Chicken bottle caps** to redeem Premium(s) , the required bottle caps for each Premium is as per below :-

- For every 150 x **BRAND'S® Essence of Chicken bottle caps** = Redeem One SMEG Mini Kettle

**Remark:**

- 1.) Each customer with one (1) valid Identification number (MyKad or MyPR) can redeem up to a maximum of one (1) SMEG Mini Kettle prize during the Promotion Period.
- 2.) Maximum stock quantities for each month of SMEG Mini Kettle are 4 units subject to first come first serve while stocks last, will be replaced with O'Cuisine Oval Borosilicate Glass Casserole 3L prizes once out of stock.

- For every 60 x **BRAND'S® Essence of Chicken bottle caps** = Redeem One O'Cuisine Oval Borosilicate Glass Casserole 3L
- For every 15 x **BRAND'S® Essence of Chicken bottle caps** = Double Wall Borosilicate Glass Cup

3. Send the accumulated **BRAND'S® Essence of Chicken bottle caps** via **Courier** as this method protects, secured and ensure timely delivery of your submission to :

**ONE STOP (OEM) SDN BHD**  
**B-G-12, Jalan PJU 1/39, Dataran Prima,**  
**47301 Petaling Jaya, Malaysia.**

4. Write the required details in a piece of paper along with the delivery of the bottle caps;

- i. Full Name (as per MyKad)
- ii. MyKad/MyPR Number
- iii. Mobile Number
- iv. Delivery Address
- v. Email (optional)
- vi. Indicate Premium Of Choice **(A/B/C)** and quantity ;
  - A. SMEG Mini Kettle
  - B. O'Cuisine Oval Borosilicate Glass Casserole 3L
  - C. Double Wall Borosilicate Glass Cup

**\*subject to first come first serve basis and stock availability \***

5. There is no limit to the amount of redemption entries with required **BRAND'S® Essence of Chicken bottle caps** fulfilled during the Promotion Period. Participant may send the tracking number of the parcel(s) to the organiser via WhatsApp number +6011-2426 4361.

6. Participants have to register and fill up their details on our event website <https://brands-campaign.com/collectcaps2024/> to ensure their details are captured in event database.

7. Organiser will be sending the Status of Redemption via WhatsApp number +6011-2426 4361 to the given contact number of the participant.

8. Selection or request of colours of the Premium will not be entertained as the Premium will be given out randomly and on stock availability basis.

**Entry Deadline**

All entries must be received by the Organiser on or before 23:59:59 on 30th April 2024.

**Verification Details****Verification of Entries**

- Redemption requirement fulfilled on the caps collection and Premium entitlement for redemption ; e.g :
  - a. For every **150 x BRAND'S® Essence of Chicken bottle caps** = Redeem One x SMEG Mini Kettle  
Remark: Each customer with one (1) valid Identification number (MyKad or MyPR) can redeem up to a maximum of one (1) SMEG Mini Kettle prize during the Promotion Period.
  - b. For every **60 x BRAND'S® Essence of Chicken bottle caps** = Redeem One O'Cuisine Oval Borosilicate Glass Casserole 3L
  - c. For every **15 x BRAND'S® Essence of Chicken bottle caps** = Redeem one Double Wall Borosilicate Glass Cup
- All Required Personal details provided for the redemption; Name, MyKad/MyPR Number, Mobile Number, Delivery Address, Email (Optional) and Premium Selection with quantity.

**Redemption Premium**

- A. SMEG Mini Kettle
- B. O'Cuisine Oval Borosilicate Glass Casserole 3L
- C. Double Wall Borosilicate Glass Cup

**\*subject to first come first serve basis and stock availability \***

**Redemption Premium  
Claim & Delivery**

- a. Premium[s] will be delivered to the delivery address provided by the Participants within 30 working days. The Organiser reserves the right to at its absolute discretion to extend the timeline as the Organiser deems necessary.
- b. The Organiser shall exercise care in delivering the Premium[s] but the Organiser will not be held liable in the event of non-receipt, delayed or damaged delivery of the Premium[s] to the Participant[s]. All unclaimed Premium[s] will be forfeited.
- c. In the event there is a manufacturing defect, the Participant must return the said Premium[s] to the Organiser at his own cost, undamaged and in its original packaging for a replacement within 2 weeks of receipt of the Premium[s] failing which the Premium will not be replaced. Organiser shall reserve the right at its absolute discretion to substitute any of the Premium[s] shown with another Premium of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.
- d. The Premium(s) redemption is valid based on first come first serve basis and/or while stocks last basis.
- e. Selection or request of colours of the Premium will not be entertained as the Premium will be given out randomly and on stock availability basis.
- f. 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 Redemption shall be borne by the Participant.
- g. Any written requests or queries should be addressed to the Organiser's Customer Service via Web Form : <https://www.brandsworld.com.my/en/contact-us-form.html>

*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 Promotion in 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 problems or 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 of parents/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:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) 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 Promotion for 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 Participant in 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 Organiser 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 Organiser, 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 Organiser.

## **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 Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives 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 Organiser, 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 any and 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, in particular that relates to the Prize, are the properties of their respective owners. This Promotion and the Organiser are not affiliated 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.

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.

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 <https://www.brandsworld.com.my/en/privacy-policy.html>

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 <https://www.brandsworld.com.my/en/privacy-policy.html>

12.6 To the extent that the applicable law allows, you have the right to request for access to, request for 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

Please note the Organiser requires your personal information in order to process your participation in the **BRAND'S® KEEPS YOU GOING DRINK & REDEEM PROGRAM**, without which we will not be able to process your application.

For a more detailed description of our privacy practices, please refer to our Privacy Policy at <https://www.brandsworld.com.my/en/privacy-policy.html>. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.