

## **LAVOJOY HOLD ME TIGHT PRO EXCHANGE PROGRAM (31st March 2025 to 27th April 2025) TERMS & CONDITIONS**

### **Introduction**

This Exchange Program is organized by lavojoy Malaysia (“**Contest**”). The Contest is governed by the terms and conditions (including any amendments made thereto by lavojoy Malaysia from time to time) herein contained (“**Terms and Conditions**”). By participating in the Contest, it shall be deemed that you have read, understood and accepted the Terms and Conditions any other relevant terms applicable and available on lavojoy Malaysia platform and by the decisions of lavojoy Malaysia’s, which shall be final and binding in all respects.

Please do not proceed with the participation of the Contest if you do not accept any of the Terms and Conditions. The Contest is in no way sponsored, endorsed, administered by or associated with Facebook or its affiliates.

### **Eligibility**

1. This Exchange Program is open to Malaysians aged from 18 and above, hold a valid identification card.
2. Permanent and/or temporary staff or employees of Organizers are not eligible to participate in this Exchange Program.
3. Immediate family members employees of the Organizers, their advertising agencies, subsidiaries, agencies, and suppliers are not eligible to participate in the Exchange Program.

### **Contest Period**

The Contest begins on 1st April 2025 and ends on 30th April 2025, only available every Saturday and Sunday (11:30am to 8pm). (“**Contest Period**”) at 20 selected Watsons outlets as stated below:

1. Kuala Lumpur
  - Watsons Sunway Putra Mall
  - Watsons NU Sentral
2. Selangor
  - Watsons Sunway Pyramid
3. Putrajaya
  - Watsons IOI City Mall 2

4. Seremban
  - Watsons Aeon Seremban 2

All entries received after the Exchange Program Period shall automatically be disqualified.

### **To Participate**

1. Bring any scalp essence/hair tonic/ hair serum (except lavojoy brand) to exchange for ONE (1) unit of lavojoy Hold Me Tight Pro Scalp Essence 60ml at the selected Watsons outlets everyday within the exchange program period (*time vary depends on lavojoy brand advisor working hour*)
  - Weekends(Saturday & Sunday): 11:30 AM – 8:00 PM
  - Lunch break: 2:00 – 3:00 PM or 3:00 – 4:00 PM
2. Approach lavojoy Brand Advisor in the participating Watsons outlets to conduct the exchange.

### **Exchange Program Product Redemption**

1. Exchange is on a first-come-first-serve and while stocks last basis.
2. Each participant is only entitled to ONE (1) exchange and please note that redemption on behalf of 3rd party is strictly not allowed.
3. ONE (1) scalp essence/ hair tonic/ hair serum product only entitled to ONE (1) exchange of lavojoy Hold Me Tight Pro Scalp Essence 60ml.
4. Prizes may be subject to additional terms and conditions.
5. Prizes are not exchangeable for cash or other deals or goods or credit of any kind.
6. lavojoy Malaysia reserves the right at its absolute discretion to substitute any of the prizes with alternative prizes or similar value at any time without prior notice. The prizes are given on an “as is” basis or while stock lasts
7. All relevant costs and expenses to redeem one’s prizes are borne by the winners themselves.
8. lavojoy Malaysia reserves the right to request from the participants proof of his/her identification before giving out the Prize.

### **Disclaimer, Indemnity and Right of lavojoy Malaysia**

1. The participants understand and agree that the access to the Contest Page, the participation of the Contest and the usage of the Contest is solely at his/her own risk and the participants agree to assume full responsibility and agree that lavojoy Malaysia shall not

under any circumstances be liable to any participants or other person whether in tort, contract, statute or otherwise for any direct, indirect, incidental or consequential damage and costs, and for damages for any loss of profit or revenue or otherwise, arising out of or in connection to any use of, access to, participation or inability to use or access or participate in the Contest or the Contest Page and that lavojoy Malaysia makes no warranty or representation of any kind, including but without limitation to the following:

- a. the continuous, uninterrupted and error-free operation of the Contest Page or Contest;
- b. the accuracy of the information or statement provided herein;
- c. freedom from any actual, direct, indirect, incidental or consequential loss, destruction, damage, corruption, attack, interference, hacking, or other security intrusions whatsoever; or
- d. the security and freedom from any computer viruses or other contaminating or harmful properties.

2. The participants acknowledge and agree that to the fullest extent permitted by law, lavojoy Malaysia disclaims any and all liabilities for any claims for damages, losses, costs and/or expenses arising from or related to the Contest.

3. By participating in this Contest, the participants grant lavojoy Malaysia and its partners and affiliates an irrevocable, royalty-free, perpetual, license to use their Submission (including all copyrighted material contained therein) and/or to feature them in any advert or promotional material (including release of their photographs) as well as the right to use their personal data for the purposes of this Contest or for marketing purposes without any compensation whatsoever. The winners undertake to provide such documents in this regard as may be requested by lavojoy Malaysia.

### **Intellectual Property Rights**

1. The Contest Page and Contest and any information available on it including, but not limited to, text, graphics, photographs, diagrams, symbols, icons, images, music, source codes, software and trademarks (including the collection, arrangement and compilation of such information), are protected by copyright, design, trade mark and other intellectual property rights owned by or licensed to lavojoy Malaysia, its licensors or other third parties.

2. Save where such usage as expressly permitted by statute, the participants are not allowed to copy, use, adapt, reproduce, publish, upload, download, post, transmit, broadcast, sell, store in any retrieval system, modify, alter, display in public or distribute in whatsoever manner any contents of the Contest Page or the Contest, whether in whole or in part, for any purpose whatsoever without the prior written approval of lavojoy Malaysia. When expressly permitted by statute, the participants may download materials displayed on the Contest Page or Contest for non-commercial, personal use only as long as the participants keep all copyright, trademark and other proprietary notices intact.

3. All submissions made by the participants are original work of the participants or the copyright has been licensed to the participants and the posting of the comments do not and will not infringe the copyright or any intellectual property right of any party. Each participant shall indemnify and keep lavojoy Malaysia indemnified against all losses, damages, fines, penalties, costs, expenses, claims, actions and/or proceedings that lavojoy Malaysia may incur and/or suffer as a result of the participant's breach of this provision.

### **Personal Data Protection Act 2010 (“PDPA”)**

1. By participating in this contest, all participants consent to allow lavojoy Malaysia to process and disclose to any third party, all personal data of the participants provided by the participants pursuant to this contest for any and all purposes relating to this Contest and any and all other activity relating to or arising from the course of business or businesses of lavojoy Malaysia including, without limitation for the running of this contest and or any event or publicity of the contest in any form or through any media without additional compensation, notification or permission.

2. The participants acknowledge that lavojoy Malaysia is authorized to process the personal data provided pursuant to this contest in accordance with its privacy policy.

3. For further details or any enquiries regarding this clause and privacy policy of lavojoy Malaysia, please contact our Customer Service.

### **Other Terms**

1. lavojoy Malaysia reserves the right to change, suspend or alter the terms and conditions of the contest, or terminate the contest, at any time and for any reason.

2. lavojoy Malaysia decisions on all matters relating to this contest are final and binding and no correspondence will be entertained.