Buy & Redeem (Darlie May RM5 Redemption) – Terms & Conditions

Organizer & Qualification

1. The 'Buy & Redeem (Darlie May RM5 Redemption)' [**"Redemption program"**] is organized by Hawley & Hazel Marketing (Malaysia) Sdn Bhd, Malaysia (Registration No. 198301010293 (105656-T)) [**"Organizer "**] and is open to all Malaysians residents age 18 and above (as of 2023) with a valid MyKad [**"Participant"**].

2. Individuals from the following groups are not eligible to participate in this Redemption program:
   - Employees of the Organizer [including associated and related companies] and their immediate family members [children, parents, siblings, including spouses]; and/ or
   - The Representative, staff, employees and / or agents of the advertising and / or promotion services of the Organizer [including its affiliated and related companies], and their immediate family members [children, parents, siblings, including spouses].
   - Individuals who have a direct relationship with the staff of the Organizer [including associates and related companies]

Redemption Duration

1. This Redemption program will take place from 08 May 2023 at "00:00:001" to 31 May 2023 at "23:59:59" [**"Redemption Period"**]. The Organizer reserves the right to amend the Redemption Period at any time without prior notice. All entries received outside the Redemption Period will be automatically canceled.

Redemption Entries and Eligibility

1. **To participate in the Redemption program**, participants must purchase minimum RM25 worth of Darlie products in a single Official receipt at the participating business partner's outlets, nationwide. [see "**Participating Business Partner**"].

   Participating Business Partner

   - **All Darlie Business Partner's Stores (Nationwide)**
   - **Online Darlie Official Stores (Lazada & Shopee)**

2. Only the purchase of minimum RM25 worth of Darlie products in a single Official receipt at the Participating Business Partner (with a valid official printed receipt dated within the Redemption Period) is considered as a valid entry in this Redemption program ["**Proof of Purchase**"].

3. Participants will need to submit their entries via WhatsApp [" **Submission / Mode of Entry**"]

- How to Participate:
- Any complete and submitted entries should contain the following:
    1. The purchase of minimum RM25 worth of Darlie products in a single Official receipt at the Participating Business Partner. The original official receipt must be kept as winners will be asked to provide proof of purchase when contacted.
    2. WhatsApp clear Official receipt to 6016-208 4021 together with your complete personal details of Full Name and Last four digits of your Mykad Number.
       (e.g. Sofia Bt Adel, 5522).

- The Organizer shall reserve the right to request for evidence of the hardcopy of the Proof of Purchase (Official receipt) for verification and prize redemption. Participants are required to keep all original Official receipts (as Proof of Purchase). Failure to do so upon request will result in the disqualification and redemption forfeiture.

- The Redemption entry which is complete with valid and clear Proof of Purchase (Official receipt) shall be submitted via WhatsApp **simultaneously or concurrently** with personal details will be considered as a valid entry.

- The Organizer will not send an acknowledgment report for the entries received via WhatsApp.

- Participants can send as many entries but every **ONE (01)** Official receipt is eligible for **ONE (01)** redemption only.
    a. Every One (1) Official receipt with purchase of minimum RM25 worth of Darlie products in a single Official receipt submitted will be eligible for ONE (1) entry only.

       For example:
        - One (1) Official receipt with RM40 worth of any DARLIE products = One (1) Entry only
        - One (1) Official receipt with RM100 worth of any DARLIE products = One (1) Entry only

- An increase in purchase (more than RM25) in a single Official receipt **will NOT increase** the number of entries.

4. The redemption prizes are non-transferable and cannot be exchanged for any other prizes or cash.

5. The redemption prizes are valid based on first come first serve basis and/*or* while stocks last *b*asis.

6. Participants may be required to present proof of identification and Proof of Purchase (Official receipt) during or before the Redemption for the purpose of validation and checking. Official receipt that is tampered with / faded / damaged /duplicated will be considered invalid and will then be disqualified automatically for this Redemption program.

7. The Organizer reserves the right to substitute any of the redemption prizes with that of similar value at any time at their absolute discretion without prior notice. All redemptions are non-transferable, non-refundable and non-exchangeable for other prizes.

8. If any matters arise from the usage of the Redemption Prizes, the Organizer nor agency will not be responsible. Therefore, winners are required to liaise directly with the providers, Touch n' Go.

9. All entries must be received via WhatsApp only; any other form of submission will not be entertained.

10. Redemption entitlement will be chosen based on the following:

    - Entry which is complete, a valid and clear Proof of Purchase (Official receipt) shall be submitted via WhatsApp **simultaneously or concurrently** with complete details of participants; Full Name and Last four digits of your MyKad Number.
      (e.g. Sofia Bt Adel, 5522).
    - Submit a valid and clear proof of purchase (Official receipt) indicating the products, purchase value, receipt or tax invoice number, date, and outlet name. Official receipt that is tampered with / faded/ damaged/ duplicated will be considered invalid and will then be disqualified automatically for this Redemption program.
    - The RM5 Touch n' Go e-Wallet Reload PIN will be WhatsApp to the qualified participants within one month from the closing date of this Redemption program.

Redemption Prize(s) to be given out:

1. **Redemption Prizes** **: RM5 Touch n' Go E-Wallet x 5,000 units (while stock lasts)**
    - **Voucher will be in the form of e-Wallet Reload PIN**

Disqualification

The following entries will be disqualified:

- unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
- entries that violate the Terms and Conditions, any applicable laws and/or regulations.

In addition, the Organizer reserves the right to disqualify any Participant(s) that:

- undermines, has or attempted to undermine the operation of the Redemption by fraud, cheating or deception; and/or
- are not eligible or unable to provide proof of eligibility to participate in the Redemption program for verification by Organizer when requested.
- In the event of a disqualification after a Prize has been redeemed, the Organizer reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

Liability & Responsibility

1. Unless stipulated otherwise, all transportation cost, internet charges, personal costs and/or any other costs, fees and/or any kind of expenses incurred by the Participants in connection with this Redemption program (whether for the purpose of joining, participating in or receiving any benefit or prizes from the Redemption program) or for the purpose of prize redemption or related travelling are the sole responsibility of the Winner, and the Organizer, its affiliates, authorized agents or participating agencies accepts no responsibility whatsoever for these costs/charges/fees/expenses.

2. The Organizer, its affiliates, authorized third parties and participating agencies accepts no responsibility for entries lost, damaged, delayed in the post, or due to computer, IT or any technological error. The Participant is responsible for ensuring that his or her entry complies with all the rules and terms and conditions of the Redemption program, and that his or her entry reaches the Organizer in the form required by the Organizer.

3. By participating, you give permission to the Organizer to process your personal data which is provided for purposes as stipulated.

4. **The Organizer has the right to elect a third party ["Agency"] to process purchaser's personal data.**

5. The Organizer shall take necessary precautions to ensure that purchaser's personal data is protected. The Agency will likewise adhere to the same precautionary measures.

6. By entering this Redemption program, all participants agree to release, discharge, and hold harmless the Organizer, its affiliates and agencies, and their employees, officers, directors and representatives from any claims, losses or damages arising out of or in connection with their participation in this Redemption program (including but not limited to, any error in computing any transaction, any breakdown or malfunction in any computer system or equipment, infringement of any Intellectual Property Rights including but not limited to Copy right), any Redemption-related activities and the acceptance and/or use, misuse, or possession of any prize awarded hereunder.

7. All costs incurred by the Participant in relation to and/or with respect to the Redemption program and Prize including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Participant as a result of and/or pursuant to his/her participation in the Redemption collection and additional costs related to the prize shall be solely borne by the Participant. The Organizer shall not be under any obligation to reimburse the Participant for any of such costs and expenses incurred thereof.

8. The Participant acknowledges that his/her participation in the Redemption program shall be at his/her own risks.

9. The Organizer, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable and/or responsible to any Participant in respect of:

    i. any failure to redeem a Prize in the Redemption program, defective Prizes due to his/her negligence, act and/or omission or misuse of Prizes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Participant during the Redemption program or arising out of or in connection with the Redemption, the participation by the Participant in the Redemption program and/or the Prizes awarded.

ii. any delay and/or failure in receiving and sending a Redemption Entry as a result of any network, communication, ISP or system error, interruption and/or failure experienced by the Organizer or the Participant's telecommunication service provider and/or resulting from participation or the downloading of any materials in the Redemption program.

iii. any error (including error in notification of participants), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside the Organizer's control.

10. The Organizer, its agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Redemption program and this Terms and Conditions, rules and regulations in respect of the Redemption program where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

Judging criteria

The decision of the Organizer shall be final, binding and shall not be disputed. Any objection and / or complaint will not be entertained.

Redemption Notification

1. The Organizer reserves the right to disqualify the participant's failure to comply with the prize collection procedure as determined by the Organizer.

2. The Organizer reserves the right to appoint a third party to handle the process of verifying the Redemption winners and for the purpose of delivery of prizes / merchandise.

3. All calls or contact session may be monitored and recorded for record-keeping, training and quality-assurance purposes either by the organizer or appointed third party.

Publicity

By accepting the Redemption prize, the participant will therefore indicate that authorization is given to the Organizer and its agencies to use the names and / or photographs of the participants for publicity, advertising and / or marketing purposes without any notice and / or compensation.

Changes to Terms & Conditions

The Organizer reserves the right to change, amend, delete or add to this Redemption program Terms and Conditions without prior notice at any time and the Participants are bound to such changes.

Suspension

The Organizer also reserves the right to cancel, modify or suspend this Redemption program in the event of unforeseen circumstances beyond reasonable control.

Personal Data Protection Act 2010

Notice under Section 7 of the Personal Data Protection Act 2010 ("PDPA") to consumers of Hawley & Hazel Marketing (M) Sdn. Bhd.

Dear Consumers,

Under the PDPA, there are various requirements that regulate the processing of your personal data as an individual ("Individual"). It informs the Individual of your rights under the PDPA, including actions Individuals may take to exercise such rights and its consequences, and in particular: -

(a) That we ["Organizer"] collect your personal data directly from the entry;

(b) Individual's personal data is collected for the "Buy & Redeem (Darlie May RM5 Redemption)" and marketing

- Verification of your identity
- Notify you if you are the selected participant;
- executing the Contest arrangements;
- promotional, marketing and/or administrative purposes;
- Statistics and Retargeting: carry out data analysis and anonymous statistics and show you relevant advertisements more often when you visit other websites;
- Other purposes as required by law, including without limitation to court proceedings, criminal investigations or prosecutions or where so ordered by any competent authority;

(c) Individual has the right to access and correct your personal data once given;

(d) Individual's personal data is disclosed to an elected Agency / Organizer for processing;

(e) The personal data requested from individual will only be used for the purpose as stipulated;

(f) The personal data given is obligatory and all incomplete entries will render the participation void;

(g) Individual's personal data will be validated upon confirming entries and if there are changes to the personal data, the individual is required to update the Organizer.

(h) Transfer of Personal Data to Third Parties

- By participating the Contest, you hereby agree that the Organizer may transfer your personal data to third party and the Organizer's affiliates, among which of such third party and/ or our affiliates may be located outside your country, to execute the purposes set out in this Terms and Conditions hereinabove without any further notice.
- Your information and personal data are stored and maintained in [the electronic database, facilities, servers and back-up servers of the Organizer, its affiliates, and/or the third party authorized by the Organizer] which may be located outside your country, where the legal protection and standard of security requirements may not be equivalent to the same provided by and legally required by the applicable laws and regulations of your country. You hereby expressly consent on the Organizer's transferring, storing, maintain and retaining all your information and data in our designated electronic databases, facilitates, servers and back-up servers located outside your country for the purposes referred to in this T&C.

(i) Should you have any requests (including Opt-out), enquiries or comments to our personal data protection or practice, please email to [hhdataprivacy@darlie.com].

(h) For much more information regarding data collection and processing and related issues, please see our website https://www.darlie.com.my/en/corporate-info/privacy for details.

Miscellaneous

If any provision of this terms and conditions is found to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the other provisions of this terms and conditions which shall remain in full force and effect.