TERMS & CONDITIONS

UNLOCK TAOKAENOI'S FORTUNE

1. Campaign UNLOCK TAOKAENOI'S FORTUNE" ["Campaign"] is organized by Taokaenoi Food & Marketing PCL ["Organizer"] and is opened to permanent residents of Malaysia or Malaysian nationals with a valid MyKad 25th September 2023 ["Participants"].
2. Individuals from the following groups are not eligible to participate in this Campaign:

- Organizing Staff [Including affiliated and related companies] and their immediate family members [children, parents, siblings, including spouse]; and/or;
- Representatives, employees, employees and/or agents of advertising services and/or promotions of the Organizer (including affiliated and related companies), and their immediate family members [children, parents, siblings, including spouse];
- Individuals who have direct contact with Organizational staff (including affiliated and related companies).

CAMPAIGN PERIOD

1. This campaign will be held from 25 September 2023 to 22 October 2023. ["Campaign Period"].
    - Weekly Prize Campaign Schedule (4 weeks in total)
        - 1st Weekly Contest period: 25/9/2023 - 01/10/2023
        - 2nd Weekly Contest period: 02/10/2023 - 08/10/2023
        - 3rd Weekly Contest period: 09/10/2023 - 15/10/2023
        - 4th Weekly Contest period: 16/10/2023 - 22/10/2023

2. The organizer reserves the right at its sole and absolute discretion to suspend or extend the campaign period for any reason at any time, without any liability and without prior notice. Entries received outside the Weekly Prize Campaign Period are invalid and will be cancelled.

ELIGIBILITY CRITERIA

1. To join this campaign, participants are required to make a minimum purchase of RM20 on any Tao Kae Noi products including at least one product from Crispy Seaweed in a single receipt ["Proof of Purchase"] from participating stores, supermarkets and hypermarkets as well as our official e-commerce platform mentioned below:
    i. Tao Kae Noi Malaysia Official Store (https://shopee.com.my/taokaenoimy.os)
    ii. SOCMA Trading Shopee Store (https://shopee.com.my/sretail)
    iii. SOCMA Lazada Flagship Store (https://www.lazada.com.my/shop/socma/)

2. Participants can submit as many entries as they want for this campaign as long as each entry made is accompanied with a copy of the original receipt containing TAO KAE NOI purchase as proof of purchase. Each receipt is permitted for one time use only. Participation will be cancelled if the same receipt is used more than once.

3. Attention: Participation received outside of the Weekly Prize Campaign Schedule will not be valid and will be cancelled.
   Example: Proof of purchase that is dated 02 October 2023 (Week 2 in the Campaign

Schedule) must be submitted on or before 08 October 2023. Proof of purchase will not be valid for participation the next week in the Weekly Prize Campaign Schedule [“Campaign Period’].

4. Participants can join this Campaign via the instructions explained as below:

    a. Method and Information of Participation
        - Buy any of Tao Kae Noi’s products including at least one product from Crispy Seaweed range worth RM20 and above in a single receipt at any participating stores, hypermarkets, supermarkets and e-commerce platforms to be sent as proof of purchase via the official Instagram account(@taokaenoiclubmy) provided.

        - For submission of entries, participants must send their entry to the official Tao Kae Noi Instagram (@taokaenoiclubmy): https://www.instagram.com/taokaenoiclubmy/

        - Participants need to submit all their necessary details below required along with a clear picture of their receipt in the link to participate:
            a. **Full Name as per IC**
            b. **Contact Number**
            c. **Instagram/Facebook profile link**
    b. Participants need to follow Tao Kae Noi official instagram account (@taokaenoiclubmy) and share the latest contest post with answers on IG Story.
    c. Every week, a latest contest post will be uploaded on Tao Kae Noi official instagram account (@taokaenoiclubmy) and participants need to share the post and answer using IG story.

5. Every valid submission received during the Campaign Period will be a qualified submission.

6. Every participant is qualified to win **ONE (1)** weekly prize during the whole Campaign Period.

7. Participants are required to keep the original copy of their receipt [“Proof of Purchase”] for verification purposes should they be selected as one of the weekly Winners.

PRIZES

1. 15 winners will be selected on a weekly basis.

2. Weekly prizes of **Grand Prize, First Runner Up and Second Runner Up** will be announced every week of the Campaign.
    - **Grand Prize:** RM1000.00 Touch and Go e-Wallet Credit **x1 winner weekly**
    - **First Runner Up:** RM800.00 Touch and Go e-Wallet Credit **x1 winner weekly**
    - **Second Runner Up:** RM300.00 Touch and Go e-Wallet Credit **x1 winner weekly**
    - **Consolation Prizes :** RM88.00 Touch and Go e-Wallet Credit **x12 winners weekly**

3. Touch and Go e-Wallet credit will be transferred to winners after the ["Campaign Period"] has ended.

4. The Organizer will not be held responsible for any prizes which are damaged, lost or stolen in transit.

5. Prizes, which are damaged, lost or stolen in transit, are not replaceable and the Organizer disclaims any obligations to replace the damaged, lost or stolen prizes.

6. The Organizer reserves the right to appoint a third party to handle the participants' submission verification process as well as for the delivery of prize.

JUDGING CRITERIA

1. The decisions of the Organizer are final, binding and not in dispute. Any objection and/or complaints through any medium will not be entertained.

WINNER NOTICE

1. Winners will be notified through messaging via social media (Instagram & Facebook). All prizes must be claimed within 1 month from notification period. Claiming of prizes will not be valid and withdrawn if the winner fails to claim within the set period of time. The Organizer reserves the right to not entertain any requests to delay or change the set period of time to claim prizes.

2. The Organizer reserves the right to disqualify any winners that fail to adhere to the procedure of claiming the prizes that is set by the Organizer. The Organizer will not be responsible for any unreceived notifications of prizes to the winners or any late notifications sent to winners.

3. Names of the weekly winners will be announced on Tao Kae Noi's official Facebook (@TaokaenoiClubMY) and Instagram (@taokaenoiclubmy) by Organizer 3-5 days after each campaign week has ended. In the event that the winner does not receive any notice, the notice posted on Tao Kae Noi's official Facebook (@TaokaenoiClubMY) and Instagram (@taokaenoiclubmy) will be deemed sufficient. Any reason by winners who did not receive any notice will not be entertained by the Organizer to prolong the redemption of prizes.

4. The Organizer reserves the right to appoint a third party to judge the verification process of the Campaign winners for the delivery purposes of the prizes.

RIGHTS OF THE ORGANIZER

1. The organizer reserves the right to automatically disqualify participants for not completing any of the Contest Mechanics stated above.

2. Participants and winners shall be solely responsible and liable in the event of liability, accidental injury, injury, damage, claim or accident (including death) arising from their participation in this contest and/or use of the prize and agree to release The Organizer and its agencies from any claim to injury, accident, loss of life or loss of economy and others.

PUBLICITY

1. Acceptance of the merchandise signifies the permission given to the Organizer and its agency to use the participant's name and/or photo for publicity, advertising and/or marketing purposes without notice and/or compensation.

COMPLIANCE WITH THE CONTEST TERMS & CONDITIONS

1. By participating in this Campaign, the Participant shall be deemed to have read and agreed to all the terms and conditions contained herein and shall comply with all and/or any decisions made by the Organizer.

CHANGES IN THE CONTEST TERMS & CONDITIONS

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

2. If there are any inconsistencies, contradictions, ambiguities or differences between the Bahasa Malaysia version and English version or any version in other languages, the English version will prevail.

SUSPENSION

1. The Organizer reserves the right to cancel, modify, suspend or suspend this Campaign in the event of unforeseen circumstances beyond its reasonable control.

DATA PROTECTION

1. By participating in this Campaign and/or providing your personal data to the Organizer, you guarantee and represent that you have read and understood the Privacy Policy attached to these Terms and Conditions and that you have agreed to the processing of your personal data by the Party Organizer in accordance with the Privacy Policy. To the fullest extent permitted by law, you agree to, defend and indemnify the Organizer against any loss, damages, costs, claims, actions, or liabilities arising out of any breach of the foregoing warranty.

2. The Organizer takes reasonable precautions to keep the Participant's personal data safe, and requires a third party data processor to do the same. Please note, however, that the Organizer may provide the Participant's personal data if required for the purpose of organizing this Campaign, or is required to do so by law, or by search warrant, subpoena or court order.

INTELLECTUAL PROPERTY

1. The Participant agrees that all materials submitted by the Participant for this Campaign belong to the Organizer. If applicable, copyright and all intellectual property rights (including moral rights) contained in all materials including but not limited to digital or non-digital materials (for example: video and images) will be the property of the Organizer upon submission.

2. Except for the copyrights and other intellectual property rights associated with the prize eligible for the Participant, all copyrights and intellectual property rights (including moral rights) contained in the patent, trademark name, proprietary rights contained in the products referred to in these Terms and This condition, that is, among other things, TAO KAE NOI is the property of the Organizer whether or not it is registered in the Organizer's name.

Personal Data Protection Act 2010 (“PDPA”):

PRIVACY POLICY

1. Pursuant to the Personal Data Protection Act 2010 (“PDPA”), Taokaenoi Food & Marketing PCL [“Organizer”] is mindful and committed to the protection of your personal information and your privacy.

COLLECTION OF PERSONAL INFORMATION

1. In order for us to provide you with our services and to operate in an efficient and effective manner, we may need to collect relevant personal information from you either manually or through our webpage. The personal information collected by us may be in the form of but is not limited to identity card number, address, bank account details, telephone number, credit card details, business details or any other information stipulated by the PDPA.

PURPOSE OF PROCESSING

1. Taokaenoi Food & Marketing PCL processes your personal data only for specific and limited purposes.

2. You agree that all personal data collected and/or processed by Taokaenoi Food & Marketing PCL may include but not be limited to the following purposes:
   - To communicate with you;
   - To respond to your queries;
   - To process applications for and the provision of Taokaenoi Food & Marketing PCL’s Products and/or Services;
   - For all other purposes incidental and associated with any of the above.

DISCLOSURE TO THIRD PARTIES

1. Taokaenoi Food & Marketing PCL may disclose your personal data to our affiliates or third parties that perform services on Taokaenoi Food & Marketing PCL’s behalf and in doing so we will comply with all applicable laws, regulations and industry standards.

ACCEPTANCE OF THE POLICY

1. You hereby agree and accept that by registering and/or continuing to use the Products and/or Services, you authorize and consent to your personal data being processed by and where required, disclosed to classes of third parties as identified by Taokaenoi Food & Marketing PCL for the purposes of Taokaenoi Food & Marketing PCL providing the Products and/or Services to you. For the avoidance of doubt, you also hereby explicitly consent to Taokaenoi Food & Marketing PCL processing any sensitive personal data relevant to such purposes.

WITHDRAWAL OF CONSENT

1. Notwithstanding anything to the contrary, you may at any time withdraw your consent to Taokaenoi Food & Marketing PCL processing any personal data of yours or to any part or portion of the same by sending to Taokaenoi Food & Marketing PCL at the address set out below a written notice of withdrawal and within the period prescribed under the PDPA. Taokaenoi Food & Marketing PCL shall take all necessary measures to give effect to your withdrawal of consent, to the extent that such withdrawal does not conflict with any of Taokaenoi Food & Marketing PCL's other legal obligations.

2. If you do not wish to have your personal data shared with any other party, or if you do not wish to be solicited for products or services offered by Taokaenoi Food & Marketing PCL or any other parties including third parties, kindly inform us in writing at the communication information as given below.

1. You shall, upon written request, be granted access to all personal data held or stored or processed by Taokaenoi Food & Marketing PCL. To avoid confusion, "access" for the purposes of this provision shall mean notification of such personal data of yours that is processed by or on behalf of Taokaenoi Food & Marketing PCL and to have a copy of such personal data communicated or conveyed to you in an intelligible form of Taokaenoi Food & Marketing PCL's choosing.

CORRECTION OF PERSONAL DATA

1. You may at any time make a written request to Tinker Society, as the appointed agency to correct any personal data of yours that is inaccurate, incomplete, misleading or out-of-date and Taokaenoi Food & Marketing PCL shall, upon receipt of your written request for correction(s), take all necessary measures to give effect to such correction(s).

2. Please direct any requests to withdraw consent or to request access and/or correction to any Personal Data as follows:

DATA PROTECTION OFFICER
Address :
Lot 902 - 902AB, Level 9, Tower 1, Faber Tower Jalan Desa Bahagia, Taman Desa, 58100 Kuala Lumpur, 57000 Wilayah Persekutuan, Wilayah Persekutuan Kuala Lumpur

Telephone :
03-9765 3650

Email :
wink@tinkersociety.com

3. All written requests to Tinker Society, as the appointed agency to correct any personal data of yours that is inaccurate, incomplete, misleading or out-of-date must be submitted before 31/10/2023. Any requests submitted after this date will not be valid to be processed.

4. By publishing this policy in this webpage, we shall deem our customers and/or clients have already been notified.