

# Love Through Oranges Photo Contest Terms & Conditions

Contest Period: 26th February 2021 - 28th February 2021

## Prizes

- First prize: Money rose bouquet worth RM 400
- Second prize: Money rose bouquet worth RM 250
- Third prize: Money rose bouquet worth RM 150

## Steps

Step1: Participants to upload and share their couple photo along with the mandarin oranges to the Love Through Oranges Photo Contest post comment section. (Example: Creative Photo of a couple exchanging mandarin oranges)

Step2: Tag another pair of couple/married couples, and comment on how long you and your partner have been dating together.

Step3: Hashtag #vivoMalaysia #LoveThroughOranges #vivoHUATCOWCOW.

## Terms and Conditions:

### 1. Introduction

1.1. Participation in the “vivo Love Through Oranges Photo Contest” constitutes the participant’s full and unconditional agreement to and acceptance of these Terms & Conditions. vivo Malaysia reserves the right to amend the Terms & Conditions at its sole discretion without prior notice.

1.2. The Contest is open to all Malaysian citizens residing in Malaysia aged 18 years old and above. Participants below the age of 18 years old are required to seek parental or guardian consent.

1.3. The Contest will run for 3 days, starting from 26th February 2021 - 28th February 2021 (hereinafter referred to as “the Full Contest Period”).

1.4. Entries received outside the Contest Period are invalid and will not be entertained.

1.5. The Contest is open for any smartphone users. Entries can be shot by any brand of smartphone.

1.6. Participants are given the chance to try their luck with as many submissions as possible.

1.7. Entries shall be uploaded and shared their couple photo along with the mandarin oranges to the “Love Through Oranges Photo Contest” post comment section. Hence, participants must be a Facebook user to participate in this competition. Turn the Facebook profile to public mode or your entries can’t be seen.

1.8. The Organizer reserves the right to shorten or extend the Contest Period if deemed necessary without the need to provide prior notice.

### 2. Safety Note

2.1. All participants are advised to take responsibility for their own safety precautions throughout the whole process of the Contest production, such as location selection to ensure the safety of the environment, to avoid any actions that would cause accidents, et cetera.

2.2. All participants are responsible for obeying and following the SOP for CMCO that has been implemented by the government throughout the whole process of the Contest production.

2.3. The Participant’s Entry may not contain, as determined by the Participating Operators in their sole discretion, any content that is sexually explicit or suggestive, unnecessarily violent or derogatory to any ethnicity, race, gender, religious, professional, sexual orientation or age group, profane or pornographic material, contains nudity, promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), promotes any activities that may appear unsafe or dangerous, promotes any particular political agenda or message, is obscene or

offensive, endorses any form of hate or hate groups or defames, misrepresents or contains disparaging remarks about other people or companies.

### 3. Contest Mechanics

3.1. Participants are required to have a Facebook account with privacy settings set to “public”.

3.2. To participate in the Contest, participants are required to upload and share their couple photo along with the mandarin oranges to the “Love Through Oranges Photo Contest” post comment section.

3.3. Start joining:

Step 1: Get your partner and the mandarin oranges ready .

Step 2: Create a creative photo with your partner along with the mandarin oranges.

Step 3: Upload your photo to the “Love Through Oranges Photo Contest” post comment section with hashtags #vivoMalaysia #LoveThroughOranges #vivoHUATCOWCOW.

### 4. Judging Criteria

4.1. Three (3) participants with the most creative entries as determined by the vivo Malaysia panel of judges will be awarded the Grand Prize, 1st runner-up and 2nd runner-up.

4.2. vivo Malaysia’s decision on the winners list is final. No further correspondence or appeal will be entertained.

### 5. Prizes

5.1. Eligible winners will receive: -

- First prize: Money rose bouquet worth RM 400
- Second prize: Money rose bouquet worth RM 250
- Third prize: Money rose bouquet worth RM 150

5.2. The maximum number of prizes that an eligible winner (identified by NRIC No.) can win under this Contest is one (1) Prize per person. Prizes are not transferable or exchangeable for cash, in part or in full. vivo Malaysia reserves the right to substitute the prize with that of a similar value at any time.

5.3. vivo Malaysia will not be responsible for any loss or damages during prize delivery.

### 6. Announcement of the Challenge

6.1. All the winners will be announced on 1st March 2021.

6.2. Pursuant to the announcement, the winners shall reach out to vivo Malaysia through its social media private messages (PM) for prize collection.

6.3. The winners must provide the following details:

- Full Name (as per NRIC):
- NRIC No.:
- Mobile No.:
- Correspondence Address:

6.4. The winner shall revert to vivo Malaysia within (5) days, failure of which vivo Malaysia may at its sole discretion choose the next best participant to receive the prize. No appeal nor complaint will be entertained. Prizes will be sent by carrier.

### 7. Use of Personal Data

7.1. All personal data provided by the Participant to vivo Malaysia for the purpose of this Contest shall be deemed to have been given with consent by the Participant.

vivo Malaysia may disclose or share your personal data, gathered from such information provided by Participants via this website, to our business partner and associates. vivo Malaysia makes it a priority to keep secure the personal data of individuals and the said personal data will

be processed in relation to their participation in this Contest. Please visit the vivo Malaysia official website to read and review the vivo Malaysia Privacy and PDP Policy. Participants acknowledge that they have read and accepted the vivo Malaysia Privacy and PDP Policy.

## 8. Ownership/Use Rights

8.1. The Participants grant to vivo Malaysia the right to use any photos and/or other material received during the Contest (including the Participants' name, email addresses, contact numbers, photos, etc.) for advertising, marketing and communication purposes without compensation to the Participant, his or her successors or assigns, or any other entity.

8.2. vivo Malaysia reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of the terms and conditions of this Contest without prior notice to you. Nothing contained in these terms and conditions shall constitute an undertaking by vivo Malaysia to hold the Contest. vivo Malaysia shall have the right to cancel, terminate, modify or suspend the Contest at any time without stating any reasons. In the event the Contest is rescheduled, postponed or cancelled for any reason whatsoever, you are not entitled to any compensation for any costs or expenses incurred in participating in the Contest.

8.3. vivo Malaysia reserves the right to reject any entries that are incorrect, incomplete, suspicious or invalid. The Participant agrees not to knowingly damage or cause interruption to the Contest and/or prevent others from entering the Contest.

8.4. vivo Malaysia and its respective parent companies, affiliates, subsidiaries, licensees, directors, officers, agents, independent contractors, advertising, promotion, and fulfilment agencies, and legal advisors are not responsible for and shall not be liable for:-

- disruption, network congestion, malicious virus attacks, unauthorized data hacking, data corruption and server hardware failure or otherwise; any technical errors, whether due to inaccessibility of internet network or otherwise;
- telephone, electronic, hardware or software program, network, internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, whether human, mechanical or electrical, including, without limitation, the incorrect or inaccurate capture of entry information online;
- late, lost, delayed, misdirected, incomplete, illegible or unintelligible communication including but not limited to emails;
- failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed computer transmissions;
- any condition caused by events beyond the control of the vivo Malaysia that may cause the Contest to be disrupted or corrupted;
- any injuries, losses, or damages of any kind arising in connection with or as a result of the gift, or acceptance, possession, or use of the Prize, or from participation in the Contest;
- any printing or typographical errors in any materials associated with the Contest.

8.5. By participating in the Contest, each participant agrees to release and hold vivo Malaysia and its employees, officers, directors, shareholders, agents, representatives, parent companies affiliates, subsidiaries, licensees, advertising, promotion, and fulfilment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest or resulting from acceptance, possession, use or misuse of the Prize, or travel to or from any gift-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

8.6. vivo Malaysia and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/promotion agencies make no warranties, express or implied, in fact or in law, relative to the use or

enjoyment of the Prize, including, without limitation, their quality, merchantability or fitness for a particular purpose.

8.7. Winners will be required to sign and return a release of liability, declaration of eligibility, and where lawful, publicity consent agreement, from vivo Malaysia. By participating in the Contest, winners agree to grant vivo Malaysia and their respective parent companies, subsidiaries, affiliates, licensees, directors, officers, agents, independent contractors and advertising/promotion agencies the use of data collected through the Contest website, likeness, biographical data and statements for purposes, including, without limitation, advertising, trade, or promotion, in perpetuity, in any and all media now known or hereafter devised, without compensation, unless prohibited by law. If the winners cannot be contacted and/or the registration is ineligible and/or fails to claim a Prize and/or fails to timely return the completed and executed declaration and releases as required, the Prize may be forfeited and an alternate winner may be selected. Refusal or return of the winners' notification as undelivered will also result in disqualification and an alternate winner may be selected. Appeals to check the status of entries will not be entertained.

8.8. For the avoidance of doubt, the Prizes are provided by vivo Malaysia. The Participant and/or Winner hereby acknowledge and agree that vivo Malaysia excludes all warranty and/or liability in connection with the awarded Prizes and/or the Contest. The Participant shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Contest, redemption and/or usage of the Prizes. vivo Malaysia shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Participant as a result of the participation in the Contest and/or the use of the Prizes.