# PERADUAN NIVEA BELI DAN MENANG

## **TERMS AND CONDITIONS**

## **DEFINED TERMS**

(A)	Beiersdorf	Beiersdorf Malaysia Sdn Bhd's holding, subsidiary or related companies as defined in the Companies Act 2016
(B)	Bonus Prizes	Four Hundred and forty (440) Bonus Prizes consisting of cash payment of RM300 each
(C)	Contest	This contest, as part of the Organiser's brand promotional campaign, titled "PERADUAN NIVEA BELI DAN MENANG"
(D)	Contest Period	The Contest starts at 00:00:00 on 1 March 2025 and ends at 23:59:59 on 15 April 2025.
(E)	Contest Rules	These terms and conditions shall be read together with our Privacy Notice, which shall be binding on all Participants.
(F)	First Prize	Two (2) First Prizes of RM1,500 cash each
(G)	Grand Prize	One (1) Grand Prize of cash payment of RM8,000
(H)	"Organiser", "we", "our or "us"	BEIERSDORF MALAYSIA SDN. BHD. (77205-D)
(1)	Privacy Notice	The organiser's privacy notice at <a href="https://www.nivea.com.my/about-us/privacy-policy">https://www.nivea.com.my/about-us/privacy-policy</a>
(1)	"Participant" or "you"	An eligible person who submits a Qualified Entry to participate in the Contest.
(K)	Prize Finalist	The Participant with a serial number as explained in Appendices A, B or C, AND contacted by the Organiser to answer a question or complete Task to win the relevant prize notified to the Participant.
(L)	Products	NIVEA and NIVEA MEN brand products
(M)	Task	An activity which must be completed by the Grand Prize finalists within the stipulated time to win the Grand Prize. The activity will be communicated to the Prize finalists by the Organiser.

# (1) Contest Rules

1.1 This Contest will be governed by these Contest Rules. Each Participant agrees that he/she has read and understood the Contest Rules and by their participation in the Contest, each Contestant agrees to be bound by the Contest Rules.

- 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 Contest Rules, including to change the Contest Period, make prize substitutions, cancel, terminate, or suspend any prize or Contest in whole or in part.
- 1.3 You agree that your submission of an entry shall constitute your acceptance of the Contest Rules, as may be amended or revised from time to time by the Organiser, by uploading the amended or revised Contest Rules on its Facebook Page at https://www.facebook.com/mynivea
- 1.4 Where any communications pertaining to this Contest are prepared in English and any other language(s), in the event of any inconsistency between the English version and the other versions, the English version shall prevail and govern in all respects.

## (2) Eligibility

- 2.1 This Contest is open only to Malaysian citizens residing in Malaysia, who are competent to contract under the Contracts Act 1950 and aged 18 years and above as at the start of the Contest Period. The Organiser reserves the right to request for identification documents to prove eligibility of a participant.
- 2.2 The following persons are not eligible to participate in the Contest:
  - (a) Employees of the Organiser and its group of companies and their spouse, children, parents, siblings, and their spouses ("Immediate Family Members");
  - (b) Employees of the Organiser's agencies associated with the Contest and their Immediate Families Members.
  - (c) All employees and individuals commercially connected to the Organiser's distributors and agencies and their Immediate Family Members; or
  - (d) Individuals without a valid Malaysian bank account under their own name.

#### (3) Entry Method

3.1 To participate in the Contest, purchase a minimum of RM35 worth of one or more NIVEA or NIVEA MEN Products in a single original valid receipt, as proof of purchase ("POP"). A POP means either an e-receipt for online purchases from an approved online or e-commerce platform for this Contest as stated in section 3.4 or a printed receipt from a Point-of-Sale system. Handwritten receipts will not be accepted.

#### 3.2 A POP must:

- (a) bear a receipt number, and name and/or logo of the outlet where the Product(s) was purchased; and
- (b) be dated within the Contest Period (a proof of purchase dated before or after the Contest Period shall be disqualified).
- 3.3 For POPs in the form of e-receipts from approved online or e-commerce platforms with promotion codes and/or discount vouchers, the FINAL PAID amount must be a minimum of RM35 excluding delivery fees.

- 3.4 The approved online or e-commerce platforms for this Contest are listed below.
  - (a) Aeon: <a href="https://myaeon2go.com/">https://myaeon2go.com/</a>
  - (b) Lazada: <a href="https://www.lazada.com.my/shop/nivea-official-store">https://www.lazada.com.my/shop/nivea-official-store</a>
  - (c) Shopee: <a href="https://shopee.com.my/nivea.my">https://shopee.com.my/nivea.my</a>
  - (d) Hermo: <a href="https://www.hermo.my/brand/4-nivea">https://www.hermo.my/brand/4-nivea</a>
  - (e) Watsons: <a href="https://www.watsons.com.my/all-brands/b/165087/nivea">https://www.watsons.com.my/all-brands/b/165087/nivea</a>
  - (f) Watsons Malaysia Shopee mall: <a href="https://shopee.com.my/watsons.my">https://shopee.com.my/watsons.my</a>
  - (g) Official Watsons Malaysia Lazada Flagship Store: https://www.lazada.com.my/shop/watsons/
  - (h) Guardian: https://guardian.com.my/brands/brands-nivea.html?page=1
  - (i) Guardian Shopee Mall: <a href="https://shopee.com.my/guardian.os">https://shopee.com.my/guardian.os</a>
  - (j) Guardian Lazada Flagship Store: <a href="https://www.lazada.com.my/shop/guardian/">https://www.lazada.com.my/shop/guardian/</a>
  - (k) Lotus's: <a href="https://www.lotuss.com.my/en/search/nivea">https://www.lotuss.com.my/en/search/nivea</a>
  - (I) Lotus's Shopee Mall: <a href="https://shopee.com.my/mall/search?keyword=nivea&shop=120723581">https://shopee.com.my/mall/search?keyword=nivea&shop=120723581</a>
  - (m) Lotus's Lazada Flagship Store: <a href="https://www.lazada.com.my/lotuss-official-store/?q=nivea&from=wangpu&langFlag=en&pageTypeld=2&spm=a2o4k.10415192.searchbar.0">https://www.lazada.com.my/lotuss-official-store/?q=nivea&from=wangpu&langFlag=en&pageTypeld=2&spm=a2o4k.10415192.searchbar.0</a>
  - (n) Mydin: <a href="https://mydinexpress.my/hypermart/select-pickup-store/">https://mydinexpress.my/hypermart/select-pickup-store/</a>
  - (o) Mydin Shopee Mall: <a href="https://shopee.com.my/mall/search?keyword=nivea&shop=41985388">https://shopee.com.my/mall/search?keyword=nivea&shop=41985388</a>
  - (p) Caring: <a href="https://estore.caring2u.com/catalogsearch/result/?cat=&q=nivea">https://estore.caring2u.com/catalogsearch/result/?cat=&q=nivea</a>
  - (q) Caring Shopee Mall: https://shopee.com.my/search?keyword=nivea&shop=23935614
  - (r) TikTok Shop: <a href="https://vt.tiktok.com/ZSjm2MYGu/?page=TikTokShop">https://vt.tiktok.com/ZSjm2MYGu/?page=TikTokShop</a>
- 3.5 You can only use the Online Entry at <a href="http://www.nv-my.com/nivea\_buynwin">http://www.nv-my.com/nivea\_buynwin</a>, or WhatsApp message to **+6017-8988100** to participate in the Contest. All other methods of submission including postal, courier service, or POS Laju will be disqualified.
- 3.6 You may submit more than 1 entry using the prescribed Online Entry Form or the WhatsApp number provided above. For every entry submitted, you must attach 1 POP and answer 1 question correctly. Each WhatsApp message with 1 POP and correct answer will be treated as 1 entry ("Qualified Entry").
- 3.7 Entry using **Online Entry**:
  - (a) Snap 1 picture of the POP.
  - (b) Complete an Online Entry Form with the required details, namely full name (as per MyKad), MyKad number, contact number, email-address, total purchase amount of Product(s) and the correct answer to 1 question ("Completed Online Entry Form"). The Completed Online Entry Form must be submitted together with the uploaded picture of the POP.
- 3.8 Entry using **WhatsApp**:
  - (a) Snap 1 picture of the POP.
  - (b) Upload the POP to a WhatsApp message. Complete the WhatsApp message with your full name (as per MyKad), MyKad number, email address, contact number, total purchase amount of Product(s) and the correct answer to 1 question ("Completed WhatsApp"). Send the Completed WhatsApp to +6017-8988100.

- 3.9 The Organiser reserves the right to disqualify any Online Entry or WhatsApp entry with insufficient, inaccurate, or false entry details, duplicated POP and/or containing more than 1 POP. Each WhatsApp entry can only have 1 POP.
- 3.10 The Organiser WILL NOT send an acknowledgment report for any Online Entry or WhatsApp entries received.
- 3.11 For any Online Entry or WhatsApp entry received, the Organiser reserves the right to request for the hardcopy POP for verification and prize redemption. Failure to produce the hardcopy of the POP will result in disqualification and prize forfeiture.
- 3.12 The following entries will be disqualified:
  - (a) unclear, incomplete, duplicate, false, fabricated, copies, illegible or incorrect entries; or
  - (b) entries that violate the Contest Rules or any applicable laws.
- 3.13 The Organiser reserves the right:
  - (a) to disqualify any Participant suspected of committing fraud, falsification, bribery, cheating or deception;
  - (b) to disqualify any Participant who is not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organiser; or
  - (c) to reject or disqualify any incomplete, invalid, or inaccurate entries without giving any reason or cause, without any liability or compensation whatsoever to any Participant or any other party.
- 3.14 In the event of a disqualification after a prize in clause 4 has been awarded, the disqualified Participant shall be liable to the return of the prize or payment of its value and any costs or damages incurred by the Organizer.
- 3.15 Promo entry/submission via WhatsApp will be deemed as invalid if the Entrant submits a 'Disappearing Message' via WhatsApp app whereby the chat and the image of the receipt disappears within a stipulated time.

## (4) Prizes

- 4.1 The Organiser reserves the right to cancel, forfeit or cease the pay-out of any prize, at any time, at its discretion without assigning any reason, whether before or after the winner of the prize has been announced.
- 4.2 The award of prizes is entirely discretionary by the Organiser and shall not be deemed as a debt due by the Organiser to the winner or any of the Participants or any other form of legal entitlement. Accordingly, the prize shall not be payable to any estate, heir, or legal representative of any Participant, except for the named beneficiary in 4.3(a) below.
- 4.3 The Organiser will inform the winner on the details and documents which must be provided for payment of all the Prizes, which includes:

- (a) a Malaysian bank account in the winner's name to remit the payments; and
- (b) any documents to be completed, with the necessary supporting documents.
- 4.4 The Organiser reserves the right to determine how unredeemed prizes will be dealt with. The Organiser, its agents, sponsors, and representatives shall not be liable to the Participant who defaults in collecting the prize as instructed by the Organiser.
- 4.5 Prizes and any tasks in the Contest are strictly not transferable, assignable, exchangeable, or redeemable by the Participant in any other form or manner other than that specified by the Organiser. Prizes-in-kind are not redeemable for cash. For the avoidance of doubt, all tasks and activities relating to the Contest, including answering the question for the "Bonus Prize", "First Prize" and completing the Task for Grand Prize Finalists must be performed or carried out by the Participant (and not by any person on behalf of the Participant).
- 4.6 Any additional costs, including any applicable taxes, shall be borne by the winning Participant.
- 4.7 The Organiser will contact all Bonus and First Prize Finalists *via* the contact number stipulated in the Entries to answer a question. The selected Bonus and First Prize Finalists must answer the question correctly. The Organizer reserves the right to disqualify the Prize Finalists and forfeit any prize, without any liability to the Organizer, including if the Bonus or First Prize Finalist:
  - (a) cannot be contacted after 3 attempts via phone call, WhatsApp text messages or email, at such intervals deemed appropriate by the Organiser within 5 working days in Selangor, using the contact details provided by the Bonus or First Prize Finalist; or
  - (b) fails to answer the question for whatever reason or does so incorrectly.
- 4.8 The Organiser reserves the right to cease the First and Bonus Prizes at any time if the Qualified Entries do not reach (or if the Organiser determines that Qualified Entries are unlikely to reach) any of the serial numbers in the relevant Appendices.
- The Organiser will contact all Grand Prize Finalists *via* the contact number stipulated in the Entries. To be eligible to be in the running for the Grand Prize, the selected Grand Prize Finalists must perform a Task as informed by the Organizer within the stipulated timeline. The Organizer reserves the right to disqualify the Grand Prize Finalist and forfeit any prizes, without any liability to the Organizer or any obligation to select a replacement Grand Prize Finalist, including if the Grand Prize Finalist:
  - (a) cannot be contacted after 3 attempts via phone call, WhatsApp text messages or email at such intervals deemed appropriate by the Organiser within 5 working days in Selangor, using the contact details provided by the Grand Prize Finalist; or
  - (b) fails to perform the Task per informed by the Organizer.
- 4.10 The Organizer reserves the right to select an alternative winner at its sole discretion at any time, where the Organizer has reasonable grounds for believing that the initially selected winner has contravened any of these Contest Rules. Any alternative winner will be selected applying the same

criteria as that used to select the original winner or based on such criteria determined by the Organiser.

- 4.11 The Organiser reserves the right to appoint any 3rd party agent to undertake the payment of the all the prizes e.g., financial institutions, trust companies or event management companies ("Agent").
- 4.12 A Participant can only win the following throughout the Contest Period:
  - (a) up to a total of 5 Bonus Prizes; and
  - (b) If a Participant gets selected to win more than 5 Bonus Prizes throughout the Contest Period, his/her Qualified Entry (and serial number) for the 6<sup>th</sup> Bonus Prize onwards will be forfeited, and no replacement will be selected.
- 4.13 All announced winners must claim their prizes by 15 August 2025 failing which the prize will be forfeited.
- 4.14 The Organiser retains the right to forfeit or substitute any prize with another prize of similar value in the event the original prize offered is not available.

#### Serial Number

4.15 A serial number will be allocated for a Qualified Entry and based on the value of the POP. Each RM35 in a POP attached to a Qualified Entry will be allocated 1 serial number.

#### Illustration 1

1 Qualified Entry + POP worth RM70.45 = 2 sequential serial numbers (e.g. No 3 and No 4).

#### Illustration 2

1 Qualified Entry + POP worth RM105.65 = 3 sequential serial numbers (e.g., No 10, No 11 and No 12).

#### Illustration 3

1 entry + POP worth RM34.90 = Disqualified.

- 4.16 The serial numbers to be allocated will start from "1" and will be allocated based on the time the Qualified Entries are received by the Organiser. If more than 1 Qualified Entry is received by the Organiser at the same time:
  - (a) The POP with the higher value will be given the earlier serial number.
  - (b) If the Qualified Entries all have the same value, the POP with the earlier date and time as determined by the Organiser will be given the earlier serial number.

## **Bonus Prizes**

4.17 A total of 440 Bonus Prizes of RM300 each to be won for the entire contest period.

- 4.18 Every 18<sup>th</sup> serial number as explained in **Appendix A** will be selected to answer 1 "Bonus Prize Finalist" question ("**Bonus Prize Finalist**").
- 4.19 Only the Bonus Prize Finalists who answer the question correctly will win the Bonus Prize. If a Bonus Prize Finalist is unable to answer the Bonus Prize Finalist question or does so incorrectly, the Bonus Prize for that serial number will be forfeited.
- 4.20 The Organiser reserves the right to cease the Bonus Prizes at any time if the Qualified Entries do not (or if the Organiser determines that Qualified Entries are unlikely to) reach the serial number stipulated in **Appendix A**.

#### First Prize

4.21 A total of 2 First Prizes to be won during the Contest Period. Each First Prize will consist of cash payment of RM1,500 each

The serial numbers in **Appendix B** ("First Prize Finalist") will be selected to answer a "First Prize Finalist" question. Only the First Prize Finalist who answers the question correctly will win the First Prize. If a First Prize Finalist is unable to answer the First Prize Finalist question or does so incorrectly, the First Prize for that serial number will be forfeited.

4.22 The Organiser reserves the right to cancel the award of any First Prize, if the Qualified Entries do not (or if the Organiser determines that Qualified Entries are unlikely to) reach any of the serial numbers in Appendix B.

#### **Grand Prizes**

- 4.23 A total of 1 Grand Prize to be won during the Contest Period.
- 4.24 The Grand Prize is a cash payment of RM8,000.
- 4.25 A total of 10 Grand Prize finalists will be selected to be in the running to win the Grand Prize. The grand prize finalists will be selected based on the method stated in **Appendix C** ("**Grand Prize Finalist**").
- 4.26 The final winner of the Grand Prize is decided and judged by a panel of internal judges based on the execution of the final Task which will be communicated by the Organizer to all the selected Grand Prize Finalists. The Task will garner 100 points and the Grand Prize Finalist with the highest points, according to the criteria which will be disclosed by the Organizer during communication of the final Task, will win the Grand Prize.
- 4.27 All 10 Grand Prize finalists will need to complete the Task below:
  - (a) Submit via WhatsApp/ Email to the Organiser, a photo to showcase their confidence when using any NIVEA or NIVEA MEN products in the most creative way.
  - (b) The Photo must be of themselves only and cannot contain any other person(s).
  - (c) The Photo must contain any or multiple NIVEA or NIVEA MEN product(s). The logo of the products must be clearly visible.

- (d) The Photo with the highest score out of 100 points, based on point allocation method in paragraph 4.29 and 4.30, will be the winner of the Grand Prize.
- (e) The Photo must be submitted by 5pm on 1st May 2025.
- 4.28 The Grand Prize Finalists must post their submitted photo on their own personal Facebook page and invite their family/ friends to "like" and/ or "react" to the photo. For this purpose, the privacy setting of the post must be set to "Public". The Finalist must include the hashtag "#mynivea" in the caption of the post and tag NIVEA MALAYSIA.
- 4.29 The points will be allocated as follows:
  - (a) Social Media Interaction (30points).
  - (b) Points allocated by the Organizer's panel of judges, based on the creative elements displayed in the photo (70 points).
- 4.30 The points for Social Media Interaction will be based on the number of Likes to the Photo which will be uploaded by the Grand Prize Finalist on their personal Facebook Page. The Points will be awarded as follows:

1-200 Likes/ Reaction	10 points
201-500 Likes/ Reaction	20 points
501 Likes/ Reaction and above	30 points

- 4.31 The number of Likes for the Social Media Interaction will be tallied at 10am on 15<sup>th</sup> May 2025.
- 4.32 The points of Creativity of the Photo will be decided and judged by a panel of internal judges. Judges' decision will be final, and no further appeal or enquiry and/or correspondence will be entertained.
- 4.33 All components of the Task will have a stipulated Time Frame which must be followed by the Grand Prize Finalists.
- 4.34 The Organiser reserves the right:
  - (a) To disqualify any Grand Prize Finalists who is suspected of committing fraud, falsification, bribery, cheating or deception;
  - (b) To disqualify any Grand Prize Finalists who is not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organiser; and
  - (c) To reject or disqualify any incomplete, invalid, or inaccurate entries without giving any reason or cause, without any liability or compensation whatsoever to any Participant or any other party.
- 4.35 The remaining 9 Grand Prize Finalists with the lower scores, will each receive NIVEA and NIVEA MEN products worth RM1,000
- 4.36 Any Grand Prize Finalists who fail and/or refuses to take part in the Task for whatever reason shall automatically be disqualified by the organiser and prizes that have been allocated for the relevant Grand Prize Finalist shall be forfeited by the organiser. No replacement Grand Prize Finalist will be chosen.

- 4.37 The Bonus Prize Finalist, First Prize Finalist and Grand Prize Finalist will be informed or contacted via phone call, WhatsApp text messages or email based on the information provided in Online Entry Form (in the case of Online Entry) or to the phone number of submission (in the case of WhatsApp Entry). The communication will be from the phone number +017-8988100.
- 4.38 The Winners will be announced on the Organiser's official Facebook page at (https://www.facebook.com/mynivea) and when the results are made available. Participants are advised to check the Organiser's official Facebook page periodically during the Contest Period and up till 8-10 weeks after the conclusion of the Contest.

## 4.39 Prizes will be presented as follows:

- (a) All Prize Winners will be informed or contacted *via* the WhatsApp platform from the number +017-8988100 and will be requested to provide their Malaysian bank account details.
- (b) Payment will be made *via* online bank transfer to the Malaysian bank account in the winner's name.
- (c) For Grand Prize finalists who did not win the Grand Prize, the organizer will request for a complete delivery address for the delivery of the products. Delivery of the products will only be delivered to within Malaysia. The organiser may forfeit the prize after 1 failed attempt at delivery.
- (d) The Organiser reserves the right to forfeit the prize if it is unable to contact the selected winners to provide any of their prize's fulfilment information, for example, copy of NRIC and evidence of bank account after 3 attempts via phone call, WhatsApp text messages or email at such intervals determined by the Organiser within 5 working days in Selangor.

## (5) Intellectual Property Rights

- 5.1 All intellectual property rights in any contents and/or materials submitted, made, or created by the Participant in connection with the Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser.
- 5.2 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.

## (6) Personal Data Protection

- 6.1 By participating in the Contest, you consent for the Organiser and Beiersdorf, their service providers, agents and contractors who provide administrative and business support to us and act on our behalf in relation to the Contest ("Authorised Third Parties") to process your personal data provided by you in the entry or any other medium for purposes of the Contest, or any related marketing or promotional purposes. This includes:
  - (a) disclosing your name to the general public when you are selected as a winner;

- (b) to participate in our events by publishing your name, photographs and other personal data without compensation for advertising, and publicity purposes;
- (c) contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events, or contests organised by the Organiser; and
- 6.2 In the event that you agree to share and disclose personal data of any third party (e.g., beneficiary), you confirm and represent to the Organiser that:
  - (a) you have obtained the consent of that third-party to share and disclose his/her personal data to us and to being contacted by us; and
  - (b) provided a copy of the Privacy Notice to the third party.
- 6.3 The Organiser may retain Authorised Third Parties to process your personal data. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal data in any way other than that which is specified here and in our Privacy Notice at <a href="https://www.nivea.com.my/about-us/privacy-policy">https://www.nivea.com.my/about-us/privacy-policy</a>.
- The Organiser is part of Beiersdorf, which has a presence globally. Your personal data may be transferred to Beiersdorf companies outside of Malaysia. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal data protection laws in place, as set out in our Privacy Notice available at <a href="https://www.nivea.com.my/about-us/privacy-policy">https://www.nivea.com.my/about-us/privacy-policy</a>. You have the right to request for access to, request for a copy of, request to update or correct, your personal data held by us. All your written requests or queries should be addressed to:

Consumer Affairs Officer
Beiersdorf Malaysia Sdn. Bhd.,
T1-L12, Level 12,
PJ33, Jalan Prof Khoo Kay Khim,
46200 Petaling Jaya, Selangor.
Tel: +603-79578177

- 6.5 Please note the Organiser requires your personal data to process your participation in the Contest, without which we will not be able to process your application or award any prize.
- 6.6 For a more detailed description of our privacy practices, please refer to our Privacy Policy at https://www.facebook.com/mynivea. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.

## (7) General

7.1 The Organiser's decision on all matters relating to the Contest including judging and selection of winners will be final, binding, and conclusive on all Participants, and no correspondence or appeals will be entertained.

- 7.2 All costs and expenses incurred or arising from the participation in the Contest shall be borne by the Participant. The Organizer will not reimburse any Participant for such costs or expenses.
- 7.3 The Organiser may extend or shorten the Contest Period at its sole discretion including to allow for more Qualified Entries to be selected or in response to insufficient number of Qualified Entries.
- 7.4 Proof of submission of an entry is not proof of receipt by the Organiser.
- 7.5 The Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of an entry. 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.
- 7.6 Each Participant agrees to indemnify, release and hold harmless each of the Organiser, Beiersdorf, their 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 Contest, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Contest or violation of these Contest Rules.
- 7.7 The Participant's participation in the Contest shall be at the Participant's own risk. The Organiser, Beiersdorf, their 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 Contest, as well as the redemption and/or utilisation of any Prize won.
- 7.8 All details relating to every entry, including the value and validity of the POP, question(s) answered, serial number and personal data of the Participant are strictly confidential. The Organiser will not disclose such information to any Participant or third party. The Organiser will also not issue any acknowledgement of any entry by any Participant.

## (8) Publicity and General

8.1 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 Contest ("Materials"), and the Participant's name, and/or preferences, 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.

- 8.2 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.
- 8.3 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the Contest Rules.
- 8.4 The Contest Rules shall be construed, governed, and interpreted in accordance the laws of Malaysia.

**APPENDIX A** 

(Bonus Prize Serial Numbers)

17	th	Qualified Entry	442	th	Qualified Entry
34	th	Qualified Entry	459	th	Qualified Entry
51	th	Qualified Entry	476	th	Qualified Entry
68	th	Qualified Entry	493	th	Qualified Entry
85	th	Qualified Entry	510	th	Qualified Entry
102	th	Qualified Entry	527	th	Qualified Entry
119	th	Qualified Entry	544	th	Qualified Entry
136	th	Qualified Entry	561	th	Qualified Entry
153	th	Qualified Entry	578	th	Qualified Entry
170	th	Qualified Entry	595	th	Qualified Entry
187	th	Qualified Entry	612	th	Qualified Entry
204	th	Qualified Entry	629	th	Qualified Entry
221	th	Qualified Entry	646	th	Qualified Entry
238	th	Qualified Entry	663	th	Qualified Entry
255	th	Qualified Entry	680	th	Qualified Entry
272	th	Qualified Entry	697	th	Qualified Entry
289	th	Qualified Entry	714	th	Qualified Entry
306	th	Qualified Entry	731	th	Qualified Entry
323	th	Qualified Entry	748	th	Qualified Entry
340	th	Qualified Entry	765	th	Qualified Entry
357	th	Qualified Entry	782	th	Qualified Entry
374	th	Qualified Entry	799	th	Qualified Entry
391	th	Qualified Entry	816	th	Qualified Entry
408	th	Qualified Entry	833	th	Qualified Entry
425	th	Qualified Entry	850	th	Qualified Entry

Note that Bonus Prize Finalists are selected based on every 17th serial number, subject to a maximum of 440 for the entire contest period. The serial numbers are non-exhaustive. To illustrate, the number will continue for every 17th serial number until all 440 prizes are given out.

This is subject to the Organiser's right to cease the Contest at any time.

**APPENDIX B** 

(First Prize Serial Numbers)

5958	th	Qualified Entry
11,916	th	Qualified Entry

#### **APPENDIX C**

(Grand Prize Selection)

Total of 10 Grand Prize Finalist will be selected, based on total final number of Qualified Entries at the end of the contest period and divided by 10.

All the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ["Total Qualified Entries"]. Assuming that the Total Qualified Entries for the week is **2893**, the Organiser will compute and select the finalists ["Grand Prize Finalist"] based on the following:

## Selection of ten [10] Grand Prize Finalists: 2893 ÷ 10 = 289.3.

Since dividing 2893 with 10 will result in a number with a decimal value, the number 289.3 will be rounded **down** to **289**. The following Participants with Qualified Entries bearing the following serial numbers will be selected as the Grand Prize Finalists: 289, 578, 867, 1156, 1445, 1734, 2023, 2312, 2601 and 2890.

[\*computation example: **289**, 289+289=**578**, 578+289=**867**].