

UEM Sunrise 'International Day of Happiness' Happy Moments Video Campaign

1. Introduction

1.1. These terms and conditions ("Terms and Conditions") shall govern the UEM Sunrise 'International Day of Happiness' Happy Moments Video Campaign ("Campaign") organised by UEM Sunrise Berhad ("Organiser").

1.2. The Organiser reserves the right to at any time, change, amend, delete or add to the Terms and Conditions and other rules and regulations including changing of the mechanism for the Campaign at its sole discretion.

1.3. The Organiser may terminate or suspend the Campaign at any time at its absolute discretion in which case, and the Organiser may elect not to award any prize(s). Such termination or suspension will not give rise to any claim by the participants. If the Campaign is resumed by the Organiser, the participants shall abide by the Organiser's decision regarding the resumption of the Campaign and disposition of the prizes. The Campaign will be held during the Campaign Period as defined below.

1.4. For the avoidance of doubt, the termination, suspension or cancellation of the Campaign, the participants or the winners shall not be entitled to claim compensation from the Organiser for any losses or damages suffered or incurred by the participant or the winners as a direct or indirect result of the act of termination, suspension or cancellation.

2. Campaign Period

2.1. The Campaign will be held during the following period: from 10 March 2023, 12.00am to 9 April 2023, 11.59pm.

2.2. The Organiser reserves the right to vary, postpone or re-schedule the dates of the Campaign or extend the Campaign Period at its sole discretion.

3. Eligibility

3.1 The Campaign is open to Malaysian citizens and residents of any age.

3.2 The Organiser reserves the right to disqualify participants and/or revoke the prize (at any stage of the Campaign) if in the Organiser's sole determination, the entry does not meet the Campaign requirements (as defined below).

4. Campaign Mechanics

4.1 Happy Moments Video mechanics:

(a) The Campaign period is from 10 March 2023, 12.00am to 9 April 2023, 11.59pm

(b) Share your happy videos or photo moments on Facebook, Instagram and/or TikTok

(c) Tag UEM Sunrise official account (Facebook: @UEMSunrise, Instagram and Tiktok: @uem_sunrise) and use the hashtag #FindyourHappyMoments

(d) Profile must be set to public. Multiple entries are allowed

(e) For every happy video or photo moment submitted under the campaign, one set of baju Raya will be gifted to an orphan, and is limited to 200 sets

(f) Winner selection:

(a) Contestants who fulfil the above criteria will be eligible for the winner selection process and stand a chance to win vouchers and e-wallet reloads:

(a) 1 x RM200 Ben's Independent Grocer Voucher

(b) 1 x RM100 Ben's Independent Grocer Voucher

(c) 4 x RM50 TnG e-Wallet Reload

(d) 5 x RM40 foodpanda Voucher

(e) 15 x RM20 Starbucks Voucher

(b) Winners will be selected at random during the Campaign period and any decision made shall be final

(c) Winners will be contacted to provide their full name, I/C number, mobile number, email address & mailing address ("Personal Details") for prize fulfilment purposes by the Organiser

4.2 Entries must not be sexually explicit, offensive or inappropriate or infringe the rights of any third party. Where your entry features a third party who can be identified in the image or video, you must ensure that you have their consent to submit the image or video before it is uploaded.

4.3 All participant entrants must warrant that the photographs or videos submitted do not infringe upon any intellectual property, proprietary, personal, privacy, or any other right of a third party.

4.4. The Organiser cannot accept liability for the misuse of images or videos.

4.5 The Organiser's decision on all matters relating to this Campaign shall be final, conclusive and binding. All appeals shall not be entertained.

4.6 The Organiser shall be entitled to reject or disqualify any user or transaction that attempts to undermine the operation of the Campaign by abusing the mechanism, fraud, cheating, or deception at its own discretion.

4.7 Each prize is unique, available for one-time redemption only.

4.8 The Organiser shall not be held responsible for any losses (including loss of opportunity and any other losses arising therefrom) and damages suffered in the event of cancellation of the Campaign.

4.9 The prize is not transferable, exchangeable and not redeemable by cash or other items.

4.10 The winners are responsible for all taxes payable as a result of a prize being awarded (if applicable).

4.11 The Organiser shall not be held responsible or liable for any late, misdirected, lost or unsuccessful efforts to notify the Winners. Winners are advised to check the Winners announcement which will be posted on the Organiser's social media accounts.

4.12 In the event any prize has been forfeited or is unclaimed for a reasonable duration, the Organiser may, at its sole discretion, give the forfeited prize to another participant from the remaining eligible

entries. In such an instance, this other participant (“Replacement Winners”) shall be selected using a method to be determined by the Organiser at its sole discretion.

4.13 The prize will only be delivered ONCE. Any failure to accept or receive the delivery will not be reimbursed and requests to collect the prize will not be entertained.

5. Cost

5.1 All costs incurred by the participants in relation to and/or with respect to the Campaign including without limitation to 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 participants as a result of and/or according to his/her participation in the Campaign shall be solely borne by the participants (if any). The Organiser shall not be under any obligation to reimburse the participants for any of such costs and expenses incurred.

6. Governing Law

6.1 The Terms and Conditions of the Campaign shall be construed, governed and interpreted in accordance with the laws of Malaysia.

7. Usage Rights

7.1 By participating in this Campaign, you agree that any winning or shortlisted/finalist photos/ images/videos you submit may be used by the Organiser solely for its marketing and promotional purposes and activities, which include but not limited to; promoting this Campaign and displaying the Entries on the Organiser’s social media platforms or other media forms as the Organiser deems fit for its advertising and marketing activities, editing, cropping and resizing the photo/image/video.

7.2 You hereby grant the Organiser a non-exclusive, perpetual and irrevocable license in each entry for the uses described above.

7.3 You acknowledge your responsibility for protecting your entry against image misuse by third parties, by, but not limited to, the insertion of a watermark etc. and the Organiser, its employees, agencies, representatives and sponsors can assume no responsibility and are not liable for any image misuse.

7.4 Should any photo/image/videos used beyond those needed for the Campaign arise you will be contacted and given the opportunity to negotiate any such usage with the parties concerned independently of the Campaign.

7.5 By participating in the Campaign, accepting or collecting any prize, the participant agrees to indemnify and hold harmless the Organiser, all its business partners, its subsidiaries, affiliated companies and/or agencies, together with their respective directors, employees, representatives, retailers, distributors, dealers as well as its advertising, creative, media, digital, design and other creative agencies of the Organiser and any other participating sponsors related to this Campaign, from any claim, prosecution, judgment, damage, loss or liability which all prize winners may have or suffer, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to:

(a)The Campaign

(b)Personal injury and/or property damage, theft or loss suffered by the participant as a result of their

participation in the Campaign and in the use and/or enjoyment and/or acceptance of the prize won by the prize winner, or (c)The use of prize winner's name(s), likeness, biography, voice(s) or videotape recordings of the prize winner by the Organiser or otherwise in connection with or related to the Campaign referred to herein pursuant to the permission hereby granted

7.6 All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the participant have the right to seek for injunctive relief or to restrain or otherwise interfere with the organisation of the Campaign, the production, distribution, exhibition and/or exploitation of the Campaign and/or any product based on and/or derived from the Campaign.

7.7 All personal data collected will only be used for the purposes of managing and operating the Campaign and not for any other purposes and the Organiser shall manage the personal data according to the Personal Data Protection Act 2010 and the prevailing rules and regulations on data privacy in Malaysia from time to time. By participating in this Campaign, participants hereby have read and agree to the terms of the Organiser's privacy policy in <https://uemsunrise.com/storage/files/PrivacyPolicy.pdf>

7.8 The Organiser reserves the right at its absolute discretion to vary, delete or add to any of these terms and conditions without any prior notice and all participants shall be bound by such changes.

7.9 These Terms and Conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising the Campaign.

7.10 Disclosure: The Campaign are in no way sponsored, endorsed or administered by, or associated with Facebook/Instagram. All information provided is solely provided to the Organiser and not to Facebook/Instagram.

8. Miscellaneous

8.1 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.

8.2 The invalidity, illegality or unenforceability of any part of the Terms and Conditions shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Campaign.

8.3 By participating in these Campaign a participant agrees that he or she will not bring any claim against Instagram, Facebook, UEM Sunrise and its appointed agents (if any).

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