

UEM Sunrise ‘Smiling Proud – Finding Smiley’ Contest

1. Introduction

1.1. These terms and conditions (“Terms and Conditions”) shall govern the **UEM ‘Smiling Proud – Finding Smiley’** (“Contest”) that is 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 the mechanism of the Contest at its sole discretion.

1.3. The Organiser may terminate or suspend the Contest 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 contestants. If the Contest is resumed by the Organiser, the contestants shall abide by the Organiser’s decision regarding the resumption of the Contest and disposition of the prizes. The Contest will be held during the Contest Period as defined below.

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

2. Contest Period

2.1. The Contest will be held from 30 August 2021 to 6 September 2021 at hours posted in UEM Sunrise Facebook page (“Contest Period”).

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

3. Eligibility

3.1 The Contest is open to: · Malaysian citizens only · Aged 16 and above; and · Followers of UEM Sunrise official Facebook and Instagram (“Contestant”).

3.2 No purchase of any UEM Sunrise Berhad’s product is necessary to participate in this Contest.

3.3 Organiser reserves the right to disqualify Contestants and/or revoke the prize (at any stage of the Contest) if in Organiser’s sole determination, the entry does not meet the Contest Mechanics (as defined below).

3.4 Contestant’s Facebook and/or Instagram profile must be set to public mode in order to be eligible for this Contest.

3.5 Persons ineligible and excluded from this contest are:

- (a) Employees of UEM Sunrise Berhad (“UEM Sunrise”), and its appointed advertising, fulfilment and promotion agencies;

(b) Affiliates of UEM Sunrise, subsidiaries of UEM Sunrise and the immediate families (spouses, and parents, siblings, children and each of their spouses and household members) of each of 3.5 (a).

4. Contest Mechanics

4.1 The mechanics of the contest: ·

Step 1. Like and Follow UEM Sunrise Berhad official account on Instagram (“IG”) and/or Facebook (“FB”)

Step 2. Spot and count how many ‘Smiley’ icon in the illustration of the contest post

Step 3. Share the answer on the comment box of the contest post and tag three friends

Step 4. One participant is allowed to submit only one answer. Multiple answers will disqualify the participant’s entry.

Steps 5. Participants who fulfil the above criteria will be eligible to win a RM100 Grab Gift Voucher via a lucky draw

4.2 Winner Selection

4.2(a). A total of 30 participants will be selected as the winners via a lucky draw.

4.2(b). Winners will be contacted to provide their full name, I/C number, mobile number, email address, & mailing address (“Personal Details”) for prize fulfillment purposes by the Organiser.

4.3 Organiser’s decision on all matters relating to this contest shall be final, conclusive and binding. All appeals shall not be entertained.

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

5. Prizes

5.1 Winners of this Contest will be eligible for the following prizes:

30 x RM100 Grab Gift Vouchers

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

5.3 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 Contest.

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

5.5 The winner is responsible for all taxes payable as a result of a prize being awarded (if applicable).

5.6 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 social media accounts.

5.7 In the event any Prize has been forfeited or is unclaimed for a reasonable duration, 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 Organiser at its sole discretion.

5.8 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.

6. Cost

6.1 All costs incurred by the contestant in relation to and/or with respect to the Contest 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 contestant as a result of and/or according to his/her participation in the Contest shall be solely borne by the contestant (if any). The Organiser shall not be under any obligation to reimburse the Contestant for any of such costs and expenses incurred.

7. Governing Law

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

8. Usage Rights

8.1 By participating in this Contest, you agree that any winning or short-listed/finalist photos/images/videos you submit may be used by the Organiser solely for its marketing and promotional purposes and activities, which include; promoting this Contest 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 re-sizing the photo/image/video.

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

8.3 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.

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

8.5 By participating in the Contest, accepting or collecting any Prize, the contestant 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 Organizer and any other participating sponsors related to this Contest, 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 Contest,
- b. personal injury and/or property damage, theft or loss suffered by the contestant as a result of their participation in the Contest 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 Organizer or otherwise in connection with or related to the Contest referred to herein pursuant to the permission hereby granted.

8.6 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 contestant have the right to seek for injunctive relief or to restrain or otherwise interfere with the organisation of the Contest, the production, distribution, exhibition and/or exploitation of the Contest and/or any product based on and/or derived from the Contest.

8.7 All personal data collected will only be used for the purposes of managing and operating the Contest and not for any other purposes and 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 Contest, Participant hereby has read and agree to the terms of the Organizer's privacy policy in <https://uemsunrise.com/storage/files/PrivacyPolicy.pdf>

8.8 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 contestants shall be bound by such changes.

8.9 These terms and conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising the Contest.

8.10 Disclosure: The Contest is 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.

9. Miscellaneous

9.1 The Contestants 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.

9.2 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 Contest.

9.3 By participating in this Contest a Contestant agrees that he or she will not bring any claim against IG, FB, UEM Sunrise and its appointed agents (if any).

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