

TERMS & CONDITIONS

Jumping Santa Filter Contest (“Contest”) is organized by STAR MEDIA GROUP BERHAD (Company No.: 197101000523 (10894-D) (“Organizer”).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE CONTEST AS THEY CONTAIN BINDING LEGAL TERMS AND OBLIGATIONS INCLUDING LIMITATION OR EXCLUSION OF THE ORGANIZER’S LIABILITY. BY PARTICIPATING IN THE CONTEST, YOU ARE DEEMED TO UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN ITS ENTIRETY.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, YOU MUST NOT PROCEED TO PARTICIPATE IN THE CONTEST.

TERMS & CONDITIONS

1. This Contest is organised by the Organiser and sponsored by **Fonterra Brands (M) Sdn. Bhd. (Company No.: 197501003873 (25562-M) (“Sponsor”)**. This Contest is open to all individuals residing in Malaysia aged 18 and above at the time of entry to the Contest. The Contest excludes permanent or temporary employees of the Organizer and their immediate family members (defined as parents, siblings, children or domestic partners, regardless of where they live).

2. The Contest will take place from 12 December 2022(GMT 00:00) until 2 January 2022 (GMT 23:59) (“Contest Period”). Entries submitted out of the Contest Period will be disregarded.

3. To participate in this Contest:-

(a) Visit Kualí’s social media platforms: Instagram (<https://www.instagram.com/kualimy/>) and Facebook (<https://www.facebook.com/StarKuali>) to obtain the Christmas filter.

(b) Participants shall record a short video clip, ranging from ten (10) to sixty (60) seconds of themselves (through Instagram/Facebook story) playing the Christmas filter and try to get the highest score in the game.

(c) After playing the game, the participant shall upload a screenshot of his/her highest score onto Instagram or Facebook story and tag Kualí’s Instagram/Facebook account within the next twenty four (24) hours. Participants’ Instagram/Facebook accounts have to be set to public throughout the Contest Period in order for the Organizer to view their stories.

(d) Follow Kualí’s Instagram account or like Kualí’s Facebook page.

4. Participants can submit multiple entries to increase the chances of winning. Each participant can only win one (1) prize.

5. Winners Selection

Top three (3) highest scorers of each week during the Contest Period (cut off time: Sundays at GMT 23:59) will be selected as the weekly winners.

There are nine (9) prizes to be won throughout the Contest Period.

Nine (9) prizes: AEON vouchers worth RM 40.00 each.

6. Weekly winners will be contacted via Instagram/Facebook direct message. Winners are required to furnish complete contact information in order to be eligible for the prizes. In the event a particular winner is not reachable/contactable after two (2) attempts, then he/she will be disqualified and the participant with the next highest score will be selected as the substitute winner.

7. The Organizer shall not be held liable in the event the selected participant cannot be reached/contacted for whatever reasons.

8. Winners shall collect their prizes from the Organizer's office located at Menara Star, 15, Jalan 16/11, 46350 Petaling Jaya, Selangor, Malaysia, Mondays to Fridays (excluding public holidays for the State of Selangor) no later than fourteen (14) days after the completion of this Contest. Proof of identification, which includes NRIC or passport that displays a photograph of the winner will be required. The Organizer may post/courier a prize to a winner at the Organizer's own cost upon request.

For postage purposes, winners shall provide accurate details, including home address, mobile number, name, and email address.

The winners hereby expressly acknowledge and agree that the Organizer will not be held liable for non-receipt of the prize or damages caused during delivery process. No replacement and/or exchange of prize will be entertained.

9. The Organizer reserves the absolute discretion to substitute the prize with other products and/or services of similar value, at any time it deems fit and necessary. Prizes are given on an "As Is Where Is" basis and are not exchangeable for cash, credit, other prizes or vouchers, whether in part or in full.

10. By participating in this Contest, the participants acknowledge and agree that the Organizer excludes all warranty and/or liability in connection with the awarded prize and/or the Contest. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including death) resulting from their participation in the Contest, redemption and/or usage of the prize. The Organizer shall not be held responsible for any liability, mishap, loss, damage, claim or accident (including death) in any manner whatsoever suffered by the participants as a result of their participation in the Contest and/or the use of the prize.

11. While the Organizer will use reasonable efforts to include accurate and up to date information in Instagram (<https://www.instagram.com/kualimy/>) and Facebook (<https://www.facebook.com/StarKuali>), the Organizer makes no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such

information, and assumes no liability or responsibility for any omissions or errors (including, without limitation, typographical errors and technical errors) in the content.

12. The Organizer reserves the right to amend these terms and conditions at any time without prior notice and the amended terms and conditions will be uploaded onto the Organizer's website (). The participants are therefore encouraged to visit the Website from time to time to view any amendments and/or changes to the terms and conditions.

13. Use of and browsing on the Organizer's Website is done at the participants' own risk. Neither the Organizer nor any other party involved in creating, producing, or delivering the Contest, nor any naming right sponsors, event sponsors and third parties affiliated with the Organizer shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of the participants' access to, or use of, or browsing the Website, or downloading of any materials, data, text, images, video, or audio from the Website, including, without limitation, damage to, or viruses that may infect, their computer equipment or other property as a result thereof. Without limiting the foregoing, everything on the Website is provided to the participants "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

14. If this Contest is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organizer, then the Organizer reserves the right, in its sole discretion, to modify the terms and conditions for this Contest, modify the Contest, suspend, terminate or cancel the Contest, as appropriate, without prior notice.

15. PRIVACY STATEMENT RELATING TO THE PROCESSING OF PERSONAL DATA OF SUBSCRIBERS ("**Notice**")

a. The Personal Data Protection Act 2010 ("PDPA") was introduced by the Government of Malaysia to govern/regulate the processing of the personal data ("**Personal Data**") in commercial transactions. This Notice is issued to participants to inform that this is the basis upon which the processing of the Personal Data is done by the Organizer.

b. Purpose: All information (including Personal Data) submitted by participants in their participation of the Contest shall belong to the Organizer and the participants irrevocably and unconditionally consent and permit the Organizer to use, publish and/or feature the participants' pictures (which may include their names, statements about the Contest or any of its related matter) without further notice or compensation for publicity, advertising or any other related purposes in any manner whatsoever, including but not limited to in any of the Organizer's publications, websites and/or any promotional materials.

c. Transfer: The participants' Personal Data will be kept confidential by the Organizer but the participants also agree that for the purposes set out in Clause 15(b) above, the Organizer may transfer or disclose such Personal Data to the following parties within or outside of Malaysia:

i. Other partners or any participating partners which owe a duty of confidentiality to the Organizer;

ii. The Organizer's agents or contractors or prize sponsors under a duty of confidentiality to the Organizer providing administrative, telecommunications, data processing or other services to the Organizer in relation to the Contest (such as but not limited to professional advisers, customer call center providers, gift redemption center or data entry companies);

iii. Any affiliates that owe a duty of care to the Organizer; and

iv. Any law enforcement agency and/or regulatory body for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom the Organizer are under a binding obligation to make disclosure under the requirements of any law, rule, regulations, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies.

d. Access: The subscribers have the right to request access to and to request correction of the relevant subscribers' Personal Data. Nothing herein contained shall limit the rights of any subscriber under the PDPA.

e. Visit <https://www.kuali.com/> to view the full Privacy Policy of the Organizer.

16. All entry instructions and any other specific details relating to the Contest or the prize not specified herein shall form part of these terms and conditions.

17. The Organizer's decisions are final and there shall be no appeal entertained and/or allowed. All subscribers shall not resort to court proceedings to review the Organizer's decisions.

18. For further information, please email your enquiries to kuali@thestar.com.my