Find Your Power with Dutch Lady: Show Us Your Power Pose Contest Terms & Conditions

About the Contest

- The Find Your Power with Dutch Lady: Show Us Your Power Pose Contest ("Contest") will run from 19th March 2021, 12:00am and end on 11th April 2021, 11:59pm ("Contest Period"). Dutch Lady Milk Industries Berhad ("Organiser") reserves the right to shorten or extend the Contest Period without prior notice. Participants agree to be bound to any such changes. All entries received outside the Contest Period shall be automatically disqualified. The Organiser's decision shall be final and binding, therefore no correspondence shall be entertained.
- 2. The Contest is open to all Malaysian citizens and permanent residents in Malaysia aged eighteen (18) years and above with valid identification number (MyKad or MyPR) as on 19th March 2021, except the employees of the Organiser and the immediate family members (spouse, children, parents, siblings and their spouses), including the Organiser 's affiliates and/or related companies, distributors, advertising and promotion agencies. The Organiser shall reserve the right to request for evidence of identification documents. By participating in this Contest, you agree to comply with these terms and conditions. The Organiser shall not be liable for any loss, damage or expense arising from your participation, howsoever arising.
- 3. To participate in this Contest, Contestants are required to:
 - 3.1. Purchase any Dutch Lady MARVEL packs worth RM10 during Contest Period and retain the receipt as proof of purchase during winner verification.
 - 3.2. Post a picture of them and/or their child's creative power pose with Dutch Lady MARVEL packs on Facebook OR Instagram.
 - 3.3. Write a caption of how they and/or their child(ren) find power with Dutch Lady and tag us @Dutch Lady Malaysia on Facebook and/or @DutchLadyMY on Instagram together with the hashtag #PowerPosewithDutchLady.
 - 3.4. Set their post to Public.
- 4. All entries must be received by the Organiser on or before 11:59pm on 11th April 2021. The Organiser reserves the right to disqualify any incomplete and late entries. The Organiser and the companies involved in this Contest shall not be held liable in any way for delays, non-deliveries and/or interruptions of the visuals sent or received via any Facebook and/or Instagram account in conjunction with the Contest. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behaviour is strictly prohibited.

Judging Criteria and Prizes

- 1. Entries will be judged by a panel of judges based on the most creative submission.
- 2. A total of ten (10) Winners will be selected and each Winner will be awarded one (1) Garmin vívofit jr. 3 Activity Tracker MARVEL Iron Man ("Contest Prize").
- 3. The Organiser reserves the right to exchange the contest prize if needed but not limiting to product defects, production stock and limited design.
- 4. The Organiser reserves the right to reject any submission at its sole and absolute discretion without having to assign any reason whatsoever.

5. The Organiser reserves the right to request proof of age of any eligible Contest Winners (both parent and child) before they are confirmed as winners. The Organiser reserves the right to forfeit prizes for any Contestant who does not provide the required details upon receiving the request/notification from the Organiser. The Organiser's decisions are final. No correspondence will be entertained.

Winner Announcement

- All Eligible Winners will be contacted via Facebook Comments and/or Instagram Comments within 10 working days after the Contest Period ends. The Organiser reserves the right to use any other method or medium that it deems fit at its sole and absolute discretion for the purpose of announcing the Contest Winners.
- 2. The Organiser reserves the right to appoint a third party to conduct the verification of the Eligible Winners and to fulfil the delivery of Prizes. Contestants must agree that the Organiser may provide all necessary information to such third party to facilitate such service.
- 3. Contest Winners and/or Eligible Winners are required to respond in writing via Facebook Messenger Chats and/or Instagram Direct Message to our agency partner with the following details:
 - 3.1. Full name (according to IC)
 - 3.2. Email Address
 - 3.3. Contact Number
 - 3.4. Mailing Address
- 4. If there is no response from the Eligible Winners within 7 working days, the awarded prize will be forfeited and no form of compensation (whether in cash or in kind) will be given in place of the forfeited prize.

Prizes

- 1. Prizes are NOT exchangeable, transferable or redeemable in any other form for whatever reason.
- 2. The Organiser reserves the right at its absolute discretion to substitute any of the Prizes with that of similar value, at any time without prior notice. The values of the Prizes are correct at the time of printing. All Prizes are given on an "as is" basis.
- 3. Each Winner is only eligible to win one (1) Contest Prize.
- 4. The Prizes must be claimed within 7 working days from the date of announcement or notice of the claim of the prize whichever is earlier.
- 5. The Prize shall be used/taken entirely at the risk of the Winners and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.

Rights of the Organiser

- 1. The Organiser will not be responsible or liable for:
 - 1.1. Any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure in compiling the entry as a result of any network, communication or system error, interruption and/or failure experience by the participating internet line in the Contest.

In the event of such error, interruption and/or failure, the Organiser shall not be responsible or liable for any failure by any Contestants to participate in the Contest at any time;

- 1.2. Any problem, damage or loss of whatsoever nature to any Contestant, or their authorized representatives resulting from their participation in the Contest; and
- 1.3. Any error, omission, interruption, deletion, defect, delay in operation or transmission, internet line failure, theft, destruction of, or unauthorized access to entries, arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.
- 2. Contestants must also agree that the Organiser shall not be responsible nor liable for any delay, injury or damage to the Contestant's and/or any third party's computer, computer system or apparatus relating to or resulting from the access to, participation in this Contest, including the playing, downloading of any materials or information from the Website and in connection with this Contest, submission for this Contest, including without limitation to any server failure, lost, delayed or corrupted data or other malfunction.
- 3. The Organiser reserves the right at its sole discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of the Contest, to be acting in breach or potential breach of this Contest Terms and Conditions.
- 4. The Organiser reserves the right to cancel, modify, suspend or delay the Contest in the event of unforeseen circumstances beyond reasonable control.
- 5. By participating in this Contest, Contestants consent to give their personal information and the Organiser reserves the right to publish, use the Contestants' names and /or photographs plus their entries for the purposes of winner announcement, publicity, advertising and/or trade without further compensation or notice and each participant is not entitled to make any claims for the use of their entries by the Organiser.
- 6. All entries must be suitable for publication into any public social network. Provocative, political, offensive or questionable content will not be accepted. The Organiser reserves the right at its absolute discretion regarding the criteria of entries with inappropriate content.
- 7. By participating in this Contest, the Contestants agree to be bound by this Contest Terms & Conditions, and the decisions of the Organiser.
- 8. The Organiser reserves the right to change, amend, delete or add to these Terms & Conditions without prior notice at any time and the Contestants shall be bound to such changes.
- 9. The Organiser collects personal identifiable information to provide services or to correspond with you. This information is stored in a manner appropriate to the nature of the data by the Organiser and is used to fulfil your request(s). By submitting your personal information, we deem that permission is given to the Organiser and/or its authorised agents to use this information for the purpose of present and future marketing and promotional purposes and to improve its products and services. If you inform the Organiser via the Careline at 1-800-88-1191 or at <u>dutchladycareline@frieslandcampina.com</u> that the above information should not be used as a basis for further contact, the Organiser will respect your request. Your information will not be provided or shared with other company or partners for their independent use. For the Organiser's full Personal Data Protection Act Compliant Notice, please refer to the Organiser 's website at <u>https://www.dutchlady.com.my/privacy-policy.php</u>.
- 10. The Contest Terms & Conditions are prepared in English only.
- 11. The Walt Disney Company and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this campaign.