

Jacobs x Giant Buy & Win Contest - Malaysia

Terms & Conditions

1 **Organiser & Eligibility**

1.1 The Jacobs x Giant Buy & Win Contest [“Contest”] is organised by Mondelez Malaysia Sales Sdn Bhd [Company Registration Number 536551-W] [“the Organiser”] and is open to all legal residents of Malaysia aged 18 years and above as of 01/08/2021.

1.2 The following group of persons shall not be eligible to participate in the Contest:

- a. Employees of the Organiser [including its affiliated and related companies] and their immediate family members [children, parents, brothers and sisters, including spouses]; and/or
- b. Representatives, employees, servants and/or agents of advertising and/or contest service providers of the Organiser [including its affiliated and related companies], and their immediate family members [children, parents, brothers and sisters, including spouses].

2 **Duration**

2.1 The Contest period will be from **01/08/2021 at “00:00:01” to 30/09/2021 at “23:59:59”** [“Contest Period”]. The Organiser shall reserve the right to revise the Contest Period at any time without prior notice or assign any reason whatsoever. All submissions received after the Contest Period will be null and void without further notice.

3 **Submission & Qualifying Criteria**

3.1 To participate in the Contest, participant needs to purchase a minimum worth of RM15 of Jacobs products in a single receipt throughout the Contest Period from any Giant outlets in Malaysia.

3.2 The proof of purchase [“POP”] required to enter the Contest is one [1] original printed receipt with clear receipt number, name and/or logo of the outlet where the purchase was made. during the Contest Period. Each receipt entitles for one [1] entry. Receipts cannot be combined. The Contest is valid in all participating Giant stores nationwide.

3.3 The submission of entries is via WhatsApp Messaging (“WM”) from any locally registered mobile number. Participants are required to type their full name and NRIC number as per MyKad, snap a picture of the POP (original receipt) and submit via “WM” to +6012- 200 9959.

WhatsApp entry participation steps:

- i) Type your personal detail Name <space> NRIC No.
For example: Siti Binti Ahmad 888888-11-1234
- ii) Snap one [1] clear and legible picture/image of one [1] Receipt.
- iii) Submit your personal detail and Receipt photo via WhatsApp to 012- 200 9959.
- iv) Each Entry will receive an auto-reply acknowledgement message.
 - a. Each participant is entitled/eligible to submit more than one [1] entry throughout the Contest Period, but each entry must be accompanied by a unique receipt. Subsequent entries with duplicated receipts will be forfeited. Participants will be identified by their MyKad number and receipt picture submitted via WM. The Organiser shall reserve the right to disqualify any WhatsApp entries with reprinted receipt and/or duplicate receipt and/or containing more than one [1] receipt.
 - b. Participants must retain the original receipts submitted throughout the Contest Period for verification and redemption of prizes. Failure to present the original receipt shall result in forfeiture of the prizes.
 - c. Proof of submission of an entry is not proof of receipt. The Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, 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.

4 Contest Prizes

4.1 There are fifty-six [56] prizes worth RM15,000* which consist of one [1] Grand Prize, one [1] First Prize and fifty-four [54] Consolation Prizes to be won.

Grand Prize : One (1) x Samsung Family Hub 660L worth RM8,000.

First Prize : One (1) x Samsung 65' Smart TV worth RM4,299.

Consolation Prize : Fifty-four (54) x Giant Cash Voucher worth RM50 each.

5 Winner Selection

5.1 Eligible entries must comply with the Submission & Qualifying Criteria mentioned above.

5.2 Each participant is eligible to win a maximum of one [1] prize during the Contest Period;
1x Grand Prize, or 1x First Prize or 1x Consolation Prize.

5.3 Announcement of winners will be made within a month (1st October 2021 – 31th October 2021) after the Contest Period has ended (30th September 2021).

5.4 Grand Prize, First Prize and Consolation Prizes Judging Details

a. As part of the Grand Prize, First Prize and Consolation Prize winners' selection process, ALL Qualified Entries collected and processed by the Organiser throughout the entire Promotion Period will be allocated a set of serial numbers starting from serial number "1".

b. 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 is 8000, the Organiser will compute and select based on the following:

Selection of Grand Prize Winner Finalists: $[8000 - 56] \div 3 = 2648$. Since dividing 7944 with 3 will not result in a number with decimal value, the number 2648 will not be rounded down. The Participant with Qualified Entries of the Contest bearing the following serial numbers will be selected as the Finalists: 2648*.

Selection of First Prize Winner Finalists: $[8000 - 56] \div 2 = 3972$. Since dividing 7944 with 2 will not result in a number with decimal value, the number 3972 will not be rounded down. The Participant with Qualified Entries of the Contest bearing the following serial numbers will be selected as the Finalists: 3972*.

Selection of Consolation Prize Winner Finalists: $[8000 - 56] \div 54 = 147.1$. Since dividing 7944 with 54 will result in a number with decimal value, the number 147.1. will be rounded down to 147. The following 54 Participants with Qualified Entries of the week bearing the following serial numbers will be selected as the Finalists: 147*, 294*, 441*, 588 and so forth. [*computation example: 147, $147+147=$ 294, $294+147=$ 441].

5.5 Shortlisted participants will be contacted via mobile phone or WhatsApp Messaging by the appointed Contest agency for verification and to answer a question in relation to the Contest. The Organiser shall not be held liable in the event the eligible winners cannot be contacted for whatever reasons.

- 5.6 All final Contest Winners will be announced via the website www.jacobsnackinggoodway.com at least one [1] month after the end of Contest Period. In the event a shortlisted winner is not contactable or failed to reply to The Organiser within seven [7] days, the Organiser's shall reserve the full discretion to determine the next shortlisted participant in line or to forfeit the prize. All prizes must be claimed within one [1] month from the date of announcement of winners. All unclaimed prizes shall be forfeited.
- 5.7 The Organiser shall reserve the right at its absolute discretion to substitute the prizes with another of similar value, at any time without prior notice. The prizes are non-transferable and are given on an "as is" basis and not exchangeable for cash or its equivalent.
- 5.8 One Unique receipt is only eligible to win a maximum of one [1] prize, including other on-going Contest/Promotion. The Organiser reserves the rights to disqualify the Participants' submission for redemption of the Contest Prize or in any other on-going Contest/Promotion with the same receipt.
- 5.9 Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with the Contest, in particular that relate to the prizes, are the property of their respective owners and independent of MDLZ.

6 Prizes Redemption/ Delivery

- 6.1 Grand Prize and First Prize winner - Prize will be delivered to the winner. Winner is required to share their delivery details and it will be assumed as finalised and cannot be changed after submission. It is the responsibility of the winner to provide a correct and valid address. In the event the winner cannot be contacted, the prize will be forfeited and the Organiser shall reserve the right to pick the next winner in line. Failure to present the original receipt will result in forfeiture of the prizes. The prize will be delivered to the winner within one [1] month from the time the winner shares his/her delivery details.
- 6.2 Consolation Prizes winner - Prize will be delivered to the winner. Winner is required to share their delivery details and it will be assumed as finalised and cannot be changed after submission. It is the responsibility of the winner to provide a correct and valid address. In the event the winner cannot be contacted, the prize will be forfeited and the Organiser shall reserve the right to pick the next winner in line. Failure to present the original receipt will result in forfeiture of the prizes. The prize will be delivered to the winner within one [1] month from the time the winner shares his/her delivery details.

7 Liability & Responsibility

- 7.1 Participants and their heirs shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents [including death] resulting from their participation in the Contest, redemption and/or utilization of the prize and agree to irrevocably and unconditionally release and hold the Organiser free and harmless of any liability for any reason whatsoever.
- 7.2 All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses incurred to participate in the Contest, Grand Prize Finalist Challenge and prize redemption shall be the sole responsibility of the winners.
- 7.3 The Organiser assumes no responsibility or liability for the acts or defaults of merchants or third parties, any non-delivery, non-performance or defects in any prize given out in the course of the Contest. The Organiser makes no representation or warranty whatsoever in respect of any Prize, whether as to the satisfactory quality or performance or otherwise whatsoever. For the avoidance of doubt, The Organiser is not an agent of any merchant or vice versa. Any dispute should be resolved directly with the relevant merchant.

8 Rights of the Organiser

- 8.1 By participating in the Contest, the participants give consent and absolute right to the Organiser to use their names, photographs and their prizes as materials for purposes of, including but not limited to, advertising, marketing, trade and/or publicity, without any prior notice. The participants shall not be entitled to claim ownership and/or other forms of compensation for the use of the materials by the Organiser.
- 8.2 The Organiser reserves the right to modify, suspend and/or cancel the Contest at any time without the need to provide any notice or assign any reason whatsoever.
- 8.3 The Organiser reserves the right, in its sole discretion, to disqualify any participant that is found or suspected of tampering with the Contest submission process or the operation of the Contest and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to the Contest.

9 Personal Data Protection

- 9.1 Each participant's participation in the Contest is conditional upon the participant consenting to the Organiser and its affiliated companies and business units using the participant's personal data for the following purposes:
- i. to notify the participant if he/she has won any prize;
 - ii. to conduct, manage, and administer the Contest including verifying the identity of participants for participation or prize collection;
 - iii. for consumer research and analysis, promotional, publicity, advertising and marketing purposes; and
 - iv. for the Organiser and its affiliates to obtain feedback on its products and services.
- 9.2 The Organiser and its affiliated companies and business units may share a participant's personal data between themselves for administrative purposes, and with third parties supporting their administrative and business functions. In some cases, this may involve the storage, use, disclosure or other processing, or transfer of participant/s personal data out of Malaysia. The Organiser and its affiliated companies and business units may also share a participant/s personal data with third parties to carry out cross-promotion. By participating in this Contest, the participant consents to the use of his or her personal data for the purposes listed above.

Terms & Conditions

By entering this Contest, the participants agree to be bound by the Terms & Conditions of the Contest and the decisions of the Organiser shall be final and binding. No appeal shall be entertained for any reason whatsoever.

The Contest Terms & Conditions and the Contest mechanics may be amended from time to time and shall prevail over any provisions or representations contained in any other promotional material or advertising of the Contest. The Contest and its Terms and Conditions shall be governed by the laws of Malaysia and be subject to the exclusive jurisdictions of the Malaysia courts.