

# Jacobs #GerakanKebaikan64 Social Contest - Malaysia

## Terms & Conditions

### 1. **Organiser & Eligibility**

1.1. The Jacobs #GerakanKebaikan64 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 27/08/2021.

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 30<sup>th</sup> August 2021 till 30<sup>th</sup> September 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 the contest:

- a. Participants need to create a reels of themselves moving with Jacob's effect 'The GK64' and upload it on IG Reels (Make sure you have a public account!)
- b. Tag @Jacobs\_malaysia and hashtag #GerakanKebaikan64.
- c. 20 participants with the highest score will win a Samsung Galaxy Fit 2.

### 4. **Contest Prizes**

4.1. 20 Samsung Galaxy Fit 2 as prizes to giveaway to top 20 scorers.

### 5. **Winner Selection Details**

5.1 Eligible entries must comply with the Submission & Qualifying Criteria mentioned above. Each participant is eligible to win a maximum of one [1] prize during the Contest Period. Announcement of winners will be made within a month (30<sup>th</sup> September 2021 – 31<sup>st</sup> October 2021) after the Contest Period has ended (30<sup>th</sup> September 2021).

5.1 All Contest Winners will be announced via Jacob’s social media at least 2 weeks after the end of Contest Period. In the event a shortlisted winner did not contact/ private message Jacob’s social media within two [2] days, the Organiser’s shall reserve the full discretion to determine the next shortlisted participant in line or to forfeit the prize.

5.2 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.

5.3 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 Prizes will be delivered to the winners. 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 did not contact/ direct message Jacob's social media, the prize will be forfeited and the Organiser shall reserve the right to pick the next winner in line. 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 prizes 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 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.