

“Beli & Menang Contest @ Lotus’s Terms & Conditions”

1. Organiser & Eligibility

1.1 The “Beli & Menang Contest @ Lotus’s” contest (this “**Contest**”) is organised by Yeo Hiap Seng Trading Sdn. Bhd (the “**Organiser**”).

1.2 This Contest is open to all Malaysians, residing in Malaysia only except for those stipulated in paragraph 1.3 below. For Malaysians below the age of 18, prior consent from their parents or legal guardian must be obtained (“**Eligible Contestant**”).

1.3 The following groups of people shall not be eligible to participate in this Contest:-

- Employees of the Organiser (including its affiliates and/or related companies) and their immediate family members (children, parents, brothers and sisters, including spouses); and/or
- Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organiser (including its affiliates and/or related companies), and their immediate family members (children, parents, brothers and sisters, including spouses).

2. Period

2.1 The Contest commences from 18th November 2021 at 12.01am and closes on 17th December 2021 at 11.59 pm (the “**Contest Period**”). The Organiser may at its sole and absolute discretion amend the Contest Period at any time without prior notice. Unless otherwise varied to the contrary by the Organiser, any participation in the Contest shall be governed by this Terms and Conditions set out herein which shall remain in full force and effect at all times. Entries received outside of the Contest Period shall be automatically disqualified.

3. How To Participate

3.1 To participate in this Contest, Eligible Contestant must comply with the following conditions:-

Step 1:

– Buy any Cintan Noodles worth RM10 & above in a single official receipt from any Lotus's outlets (the “**Official Receipt**”). The outlet's Official Receipt must be clearly printed Cintan brand , value and dated within the Contest Period. Each Official Receipt is equivalent to one (1) entry.

Step 2:

– Submit the following via WhatsApp to 016-419 6671

- Photo of the outlet's Official Receipt
- Full Name
- Identity Card Number
- Official receipt Number

– Photo submission must meet the following criteria:-

- Photo must clearly indicate the outlet's name, date, official receipt number, quantity of products purchased and the total amount of Cintan products. Folding of the receipt is NOT permitted.
- The photo of the receipt must be readable. Visible miring, dithering, graininess, blurriness, overexposures, compression artefacts or other degradations to image clarity will not be accepted and will be disqualified.

Step 3:

– Retain original Official Receipt for verification purposes.

3.2 Eligible Contestants may submit as many entries as they wish. The number of entries accepted will be dependent on the number of receipt that are submitted.

4. Contest Winners Selection

4.1 All potential winners for Grand Prize, 1st Prizes, 2nd Prizes and Consolation Prizes will be selected via a computer random system and verified by the Organiser. Selected winner will be contacted through phone call/WhatsApp message and is required to answer one question correctly before he or she will be announced as the winner. If the selected winner fails to be contacted after 3 attempts within 24 hours or fails to answer the question correctly, the Organiser reserves the right to disqualify the eligible winner and select another winner as his or her replacement. The Organiser has full discretion in determining the prize for each winner.

4.2 Contest Prizes:

- Grand Prize: RM3,000 Lotus’s voucher x 1 Winner
- 1st Prize: RM1,000 Lotus’s voucher x 2 Winners
- 2nd Prize: RM500 Lotus’s voucher x 4 Winners
- Consolation Prize: RM50 Lotus’s voucher x 60 Winners

4.3 Each winner is entitled to only one prize.

4.4 All entries must be received by the Organiser via WhatsApp throughout the Contest Period. The selected winners for Grand Prize and Consolation Prizes will be contacted through phone call/WhatsApp message for validation purposes.

4.5 The winners of the Contest will be notified via phone call/WhatsApp for prizes collection arrangements, which is subject to the following:-

- All winners must provide the photo of the Official Receipt submitted for the Contest as proof of purchase, with a copy of identification card for verification upon prize collection. Failing which, the winning entry will be disqualified.
- The Organiser reserves the right to disqualify the selected winner that fails to be contacted after three (3) attempts within 24 hours.
- All prizes must be claimed within 30 days from the date of notification by the Organiser. Unclaimed prizes will be forfeited after the 30 days’ period.
- All prizes will be delivered to the address that will be provided by the Winners via WhatsApp, no responsibility will be accepted by the Organiser for the safe and effective postal delivery of the Prize.

4.6 The Organiser reserves the right at its absolute discretion to substitute any of the prizes with alternative prizes of similar value, at any time without prior notice. All prizes are given on an “As is” basis and are not exchangeable or sold for cash, credit, other items or voucher in part or in full and are non-transferable to any other person.

4.7 Entries must be received by the Organiser on or before 17th December 2021 11.59 pm. Entries received after the stipulated time will be disqualified and ineligible for consideration for prizes.

4.8 The winners are responsible for any and all taxes payable as a result of a Prize being awarded or received (if applicable).

4.9 In the event that the Contestant chooses not to accept a Prize, the Prize shall be forfeited and the Prize will be dealt with according to the absolute discretion of the Organiser.

4.10 All Prizes are accepted entirely at the risk of the winners and are awarded by the Organiser and/or sponsors without any warranty of any kind, express or implied.

4.11 The Eligible Contestants and/or winners are fully responsible for any injuries, damages or claims as a result of or arising from their participation in the Contest, usage of their prize and/or collection of their prize. All transportation, accommodation, personal cost and/or any other costs and/or any other related expenses that are incurred to participate in this Contest and/or to redeem the prize are the sole responsibility of the Eligible Contestants and winners.

4.12 The Organiser reserves the absolute right to disqualify any individual that it determines to be tampering with the entry process or the operation of the Contest or to be acting in breach or potential breach of the Contest's Terms and Conditions.

4.13 The Organiser's decision on selection of winners is final, conclusive and binding. No correspondence or dispute will be entertained.

5. Liability & Responsibility

5.1 The Organiser, its related and associated companies, and its agencies and companies associated with the Contest disclaim any and all liability arising from the Contest and will not be responsible or held liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) resulting from any contestant's participation in the Contest, redemption and/or usage of the prize(s), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

5.2 By participating in the Contest, all Eligible Contestants agree to defend, indemnify and hold the Organiser harmless from and against any suits, claims, losses, damages and expenses, including reasonable legal fees that may arise from or in connection with the Contest.

6. Right Of Organiser

6.1 All entries will be the property of the Organiser and the Eligible Contestants will not claim, use, or exploit the entries for any purpose by any means at any time. By entering the Contest, each Eligible Contestant agrees that the Organiser reserves the right to publish, use the names and/or photographs of the Eligible Contestants and/or winners as material for advertising and/or publicity purposes without payment or prior notice, and further agree that by entering the Contest, the Eligible Contestants and /or the winners waive all rights associated with the image they have submitted for the contest. Eligible Contestants shall not be entitled to claim ownership or other forms of compensation on the materials.

6.2 By entering the Contest, each Eligible Contestant is deemed to have read, understood all the Terms and Conditions of the Contest and they are fully and unconditionally agreed to be bound by it (as varied or changed). The Organiser reserves the right to amend these Terms and Conditions where necessary for legal, technical or commercial reasons and any such amendments shall be effective on the posting of the Contest website. Please check these terms and conditions regularly to see if there have been any changes.

6.3 The Organiser reserves the right to modify, suspend or cancel the Contest at any time without prior notice in the event that it becomes not capable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Organiser, despite the best efforts of the Organiser.

6.4 Any terms and conditions applicable to the Contest which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.

6.5 These Terms and Conditions are governed by and construed under the laws of Malaysia. In the event of any inconsistency between the English version and the Bahasa Malaysia version, the English version shall prevail to the extent of such inconsistency.

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Personal Data Protection Act 2010 (“PDPA”)

By entering into the Contest all winners of the Contest consent to the use of their personal data by the Organiser for the execution of the Contest and for any events or publicity related to the Contest in any form or through any media.

All winners acknowledge receipt of the PDPA Notice by the Organiser as follows:

NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010

The Personal Data Protection Act 2010 (hereinafter referred to as the “PDPA”), which regulates the processing of personal data in commercial transactions, applies to the YEO HIAP SENG TRADING SDN BHD (hereinafter referred to as “YHS”, “our”, “us” or “we”) as a data user. For the purposes of this written notice, the terms “personal data” and “processing” shall have the same meaning as prescribed in the PDPA.

1. This written notice (“**Notice**”) is issued by us and serves to inform you that your personal data that is to be processed by or on behalf of YHS.

2. The personal data processed by us may include your name, national registration identity card number (NRIC no.), contact number, address, occupation, email address, bank account details and any other details that you may have provided or may provide to us

3. We are processing your personal data, including any additional information you may subsequently provide, for the following purposes (“**Purposes**”):

3.1 Execution of the above Contest;

3.2 Announcing or publicizing the Contest and/or winners of the Contest or

3.3 Any marketing or promotional activities of YHS whether or not in connection with the Contest. Such other purposes as may be related to the foregoing.

4. Your personal data is and will be collected from you and/or from the information you have provided in the documentation that you have provided to us, all application/registration forms that you have been asked to complete, together with any other information that we may obtain about you from oral or written communications.

5. You may access and request for the correction of your personal data and to contact us with any enquiries or complaints in respect of your personal data as follows:

– **Contact Person:** Contest Manager

– **Phone Number:** 017 - 200 5303

– **Email Address:** charlotte@fivesenses.com.my

In accordance with the PDPA, we may refuse to comply with your request for access or correction to your personal data and if we refuse to comply with such request, we will inform you of our refusal and reason for our refusal.

6. Your personal data may be disclosed to the subsidiaries or related companies of YHS (“**YHS Group**”) and any governmental and/or quasi-governmental departments and/or agencies, regulatory and/or statutory bodies if requested by them, our auditors, our banks, business partners and/or service providers and any other third party that you have requested or authorized us to disclose your personal data to for the above purposes or for any other purposes for which your personal data is to be disclosed at the time of its collection or any other purposes directly related to any of the above Purposes.

7. You are responsible for ensuring that the personal data you provide us is accurate, complete and not misleading and that such personal data is kept up to date.

8. In the event of any inconsistency between the English and Bahasa Malaysia versions of this notice, the English version shall prevail.