



Yeo's Malaysia Merry To-Gather Contest

Terms & Conditions

1. **Organiser & Eligibility**

- 1.1 **Yeo's Malaysia #MagicallyRefreshed** ("the Contest") is organised by Yeo Hiap Seng Trading Sdn. Bhd ("the Organiser")
- 1.2 The 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 legal guardian must be obtained ("Eligible Contestant")
- 1.3 The following group of people shall not be eligible to participate in the Contest: -
 - a) 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
 - b) 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. **Duration**

- 2.1 The Contest starts from **20th November at 12.00am and closes on 31st December 2023 at 11.59pm** ("Contest Period"). The Organiser may at its sole and absolute discretion amend the Contest Period at any time without prior notice to any party whatsoever. Unless otherwise varied to the contrary by the Organiser, any participation in the Contest shall be governed by the Term and Conditions set out therein which shall always remain in full force and effect. Entries received outside the Contest Period shall automatically be disqualified.

3. **How to Participate**

- 3.1 To participate, Eligible Contestants must comply with each of the following:-

Step 1:

Purchase any of Yeo's and Cintan product in any pack size in a single receipt at any worth.

(1 receipt = 1 entry)

The product's brand and price must be clearly listed on the outlet Official Receipt with date stated during the contest period ("Proof of Purchase").

Step 2:

Share photos or video of family/friend gatherings featuring Yeo's product (eg. Christmas parties, picnics or feast) with below requirement:

- a) Theme must be "gathering concept"
- b) Upload photos or video to your individual social media platform (Instagram OR Tiktok)
- c) Tag @yeosmy in social media posting (1 receipt, 1 entry, 1 posting)

Step 3:

WhatsApp your full name, first 6 NRIC number, receipt of purchase and photo OR video link to **+601162137139**

Each valid and complete entry submitted must meet the following criteria: -

- a) All receipts submitted must be clearly printed and show the name of outlet, date, official receipt number, purchase quantity and price of Yeo's product in order to be accepted as a valid entry.
- b) All photos and/or videos submitted must meet minimum visual quality standards. Visible miring, dithering, graininess, blurriness, overexposures, compression artefacts or other degradations to image clarity will not be accepted and will be disqualified.

Send your submission through WhatsApp to the phone number **+601162137139**

Eligible Contestant will receive an official notification from the Organizer in 1 to 3 working days for each successful submission.

Retain original Official Receipt as Proof of Purchase and for verification purposes.

4 How to Win and the Contest Prizes

- 4.1 All potential winners for Prize will be selected via a computer random system and verified by the Organiser. Selected winner will be contacted through phone and is required to answer one question correctly. If the selected winner fails to answer the question correctly, the Organiser reserves the rights to disqualify the selected winner and have full discretion in determining the prize for each winner.
- 4.2 The winners will receive the following:-

Grand Prize

- Pandora **x 8 winners**
- Fossil **x 6 winners**

Weekly Prizes

- RM 50 Touch n Go E Wallet x10 **winners**

Grand Prize and Weekly Prize winners will be selected at random from all eligible entries received throughout the entire contest period.

- 4.3 All entries must be received by the Organiser via WhatsApp during the Contest Period. The winners will be announced/published 3-4 days after the contest ends via:
- (i) Yeo's campaign website
 - (ii) Yeo's Malaysia Facebook & or Instagram Account (Yeo's MY)
- 4.4 The winners of the Contest will be notified via phone call for prize collection arrangements, which is subject to the following:-
- (i) The Organiser reserves the rights to disqualify the selected winner that fails to be contacted after three attempts within five working days.
 - (ii) All winners must provide the original Official Receipt submitted for the Contest as proof of purchase for verification upon prize collection. Failing which, the winning entry will be disqualified.
 - (iii) Prizes not claimed within 30 days from the date of notification will be forfeited and any enquiries thereafter will not be entertained.
- 4.5 Prizes must be claimed in person unless the Organiser prescribes other mode of collection. Where the Organiser elects to post a prize to a Contest winner, no responsibility will be accepted by the Organiser for the safe and effective postal delivery of the Prize.
- 4.6 In special situations and subject to the absolute discretion of the Organiser, a winner may nominate a designated representative to collect a prize. The representative will be required to present written authorization from the winner and identification which includes photocopy of identification card for both the winner and his/her representative.
- 4.7 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 non-transferable to any other person.
- 4.8 Entries must be received by the Organiser by **31st December 2023, 11:59pm**. Entries received after the stipulated time will be disqualified and ineligible for consideration for prizes.
- 4.9 The Contestant is responsible for any and all taxes payable as a result of a Prize being awarded or received (if applicable).
- 4.10 In the event that the Contestant chooses not to accept a Prize, the Prize shall be forfeited and the Prize which will be dealt with according to the absolute discretion of the Organiser.

- 4.11 All Prizes are accepted entirely at the risk of the Contestant Prizes and are awarded by the Organiser and/or sponsors without any warranty of any kind express or implied. The Contestant shall execute a deed of release and indemnity in a form prescribed by the Organiser, if so required, in order to receive the Prize.
- 4.12 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.
- 4.13 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.
- 4.14 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 be 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.

Personal Data Protection Act 2010 (“PDPA”)

1. By entering into the Contest all winners of the Contest consent to the use of their personal data by the Organiser for the running of the Contest and for any events or publicity of the Contest in any form or through any media.
2. All winners acknowledge receipt of the PDPA Notice by the Organiser as follows:

NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010 **(NOTIS DI BAWAH AKTA PERLINDUNGAN DATA PERIBADI 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. *Akta Perlindungan Data Peribadi 2010 (selepas ini disebut sebagai “PDPA”), yang mengawal selia pemprosesan data peribadi untuk tujuan transaksi komersial, adalah terpakai terhadap YEO HIAP SENG TRADING SDN BHD (selepas ini disebut sebagai “YHS”, “kami” atau “kita”) sebagai pengguna data. Untuk tujuan Notis ini, terma-terma “data peribadi” dan “pemprosesan” akan mempunyai maksud seperti yang ditakrifkan di dalam PDPA.*

1. This written notice (“Notice”) is issued by us and serves to inform you that your personal data is being processed by or on behalf of YHS.
Notis bertulis ini (“Notis”) bertujuan untuk memaklumkan kepada anda bahawa data peribadi anda sedang diproses oleh atau bagi pihak 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 have provided or may provide us with in the documents as prescribed in paragraph 4 of this Notice or otherwise as well as all other details relating thereto.
Data peribadi yang diproses oleh kami termasuk nama, nombor kad pengenalan, nombor telefon, alamat, pekerjaan, alamat e-mel, butiran akaun bank dan sebarang butiran-butiran lain anda, yang diberikan oleh anda dalam dokumen-dokumen yang dinyatakan dalam perenggan 4 Notis ini atau sebaliknya termasuklah sebarang butiran-butiran lain yang berkaitan dengannya.
3. We are processing your personal data, including any additional information you may subsequently provide, for the following purposes (“Purposes”):
 - (a) running the above Contest;
 - (b) announcing or publicizing the Contest and/or winners of the Contestorsuch other purposes as may be related to the foregoing.
Kami sedang memproses data peribadi anda, termasuklah sebarang maklumat tambahan yang anda mungkin berikan kemudian, untuk tujuan-tujuan berikut (“Tujuan-Tujuan”):
 - (a) mengendalikan Peraduan di atas;
 - (b) mengumumkan atau menghebahkan Peraduan tersebut atau pemenang Peraduan tersebut; atau bagi tujuan-tujuan lain yang mungkin berkaitan dengan perkara-perkara yang dinyatakan di atas.

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.

Data peribadi anda yang diproses oleh kami merangkumi segala maklumat yang terkandung di dalam dokumentasi yang anda berikan kepada kami, semua borang permohonan/pendaftaran yang diminta anda lengkapkan, serta maklumat-maklumat lain tentang diri anda yang kami perolehi dari komunikasi lisan atau bertulis antara kita.

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:

Designation of the contact person :	Contest Manager
Phone number :	+601111256657
E-mail address :	nuraffeena.work@gmail.com

6. 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.

7. 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 was to be disclosed at the time of its collection or any other purposes directly related to any of the above Purposes.

Data peribadi anda mungkin dizahirkan kepada anak-anak syarikat atau syarikat-syarikat berkaitan di bawah YHS (“YHS Group”) dan semua jabatan dan/atau agensi kerajaan dan/atau kuasi-kerajaan, badan-badan penguatkuasa dan/atau berkanun jika diminta oleh mereka, juru audit kami, bank-bank kami, rakan-rakan perniagaan dan/atau pembekal-pembekal perkhidmatan dan sebarang pihak ketiga yang lain yang mana anda telah minta atau memberikan kuasa kepada kami untuk menzahirkan data peribadi anda untuk tujuan-tujuan yang dinyatakan di atas atau sebarang tujuan-tujuan yang mana data peribadi anda telah dizahirkan pada masa pengumpulannya atau untuk tujuan lain yang mempunyai hubungan secara langsung dengan mana-mana Tujuan-Tujuan yang dinyatakan di atas.

8. Your personal data may be transferred to a place outside Malaysia.

Data peribadi anda mungkin dihantar ke lokasi-lokasi di luar Malaysia.

9. 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.

Anda bertanggungjawab untuk memastikan bahawa data peribadi yang anda berikan kepada kami adalah tepat, lengkap, tidak mengelirukan dan terkini.

10. If you fail to supply to us the abovementioned personal data, we may not be able to process your personal data for any of the Purposes and in the case of an application with us; we will not be able to consider your application.

Jika anda gagal untuk memberikan kepada kami data peribadi yang dinyatakan di atas, kami mungkin tidak boleh memproses data peribadi anda untuk sebarang Tujuan-Tujuan dan dalam perkara berkaitan dengan permohonan anda dengan kami, kami mungkin tidak dapat untuk mempertimbangkan permohonan anda.

11. In the event of any inconsistencies between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail over the Bahasa Malaysia version.

Sekiranya terdapat sebarang ketidakseragaman di antara versi Bahasa Inggeris dan Bahasa Malaysia ke atas Notis ini, maka versi Bahasa Inggeris akan digunakan.

12. Without further reference to you, YHS or the Organiser may appoint the service of a third party agency as YHS or the Organiser's authorized agent to collect and process all your personal data for the Purposes of the Contest. YHS or the Organiser will take all reasonable precautions to safeguard all personal data collected from the participants and will requires the authorized agent or third party processors collecting your personal data for the Purposes of the Contest to be stored in a secured manner.

Tanpa rujukan lanjut kepada anda, YHS atau Penganjur boleh melantik servis agensi pihak ketiga sebagai ejen sah bagi YHS atau Penganjur untuk mengumpul dan memproses kesemua data peribadi anda untuk Tujuan-Tujuan Kempen tersebut. YHS atau Penganjur akan mengambil semua langkah-langkah waspada yang munasabah untuk melindungi kesemua data peribadi yang dikumpul daripada Peserta dan akan memastikan bahawa ejen sah atau pengendali pihak ketiga yang mengumpul data peribadi anda untuk Tujuan-Tujuan Kempen tersebut untuk disimpan dalam keadaan yang selamat.

13. All your personal data collected for the Purposes of the Contest shall be stored for a duration of one (1) year from the closing date of the Contest period (the "Duration") unless there are requirements by other legal provisions. Upon expiry of the Duration your personal data intended to be stored, all your personal data collected for the Purposes of the Contest shall then be destroyed and/or disposed of in accordance with the PDPA.

Kesemua data peribadi anda yang dikumpul untuk Tujuan-Tujuan Kempen tersebut akan disimpan untuk satu tempoh selama satu (1) tahun dari tarikh akhir penyertaan Kempen tersebut ("Tempoh" tersebut) kecuali terdapat keperluan dari segi peruntukkan undang-undang lain. Selepas tamat Tempoh data peribadi anda yang ditujukan untuk disimpan, kesemua data peribadi anda yang dikumpul untuk Tujuan-Tujuan Kempen tersebut kemudiannya akan dimusnahkan dan/atau dilupuskan berdasarkan akta PDPA tersebut.