

# Terms & Conditions

## 1. ORGANIZER & ELIGIBILITY:

Cadbury Gift From The Heart Campaign ["Campaign"] is organized by Mondelez Malaysia Sales Sdn Bhd [Company Registration Number 536551-W] ["the Organizer"] and is open to all legal residents of Malaysia aged 18 years and above.

Mondelez has engaged with Sambal Lab Sdn Bhd to organize and run the Campaign (hereinafter referred to as "Campaign Partner").

You need to fulfil the following eligibility criteria to participate in the Campaign:

- You should be an individual legal resident and citizen of Malaysia.
- You should be of an age 18 years or above at the time of entry into the Campaign.
- You shall be legally competent to enter into a binding contract under the applicable laws of Malaysia.
- You should be holding a valid Malaysia Identity Card (MyKad)
- Participation in this Campaign is voluntary. You agree that, if you choose to participate in this Campaign, you will be bound by these T&Cs and you acknowledge that you satisfy all Campaign eligibility requirements as provided herein below.
- All who fulfil the eligibility criteria to participate in the Campaign shall individually be considered and referred to as "Participant" and collectively "Participants" for the purpose of these T&Cs.
- The following group of persons shall not be eligible to participate in the Contest:
- Employees of the Organizer [including its affiliated and 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 contest service providers of the Organizer [including its affiliated and related companies], and their immediate family members [children, parents, brothers and sisters, including spouses].
- The Campaign is subject to all applicable central, state and local laws and regulations in Malaysia. The Campaign may at any time at the sole discretion of Mondelēz be terminated/ cancelled/amended/suspended for any reasons without providing any prior notice to the Participants. No claims/questions shall be entertained in this regard.
- Mondelez reserves the right to exclude or disqualify any person from the Campaign on grounds of: (a) misconduct or criminal record or acted or have the intention to act in a dishonest or fraudulent manner or in bad faith; (b) tampering with the entry process or the operation of the Campaign; (c) acting in violation of these T&Cs; (d) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person; (e) entries being offensive, distasteful, unacceptable or against the ethos and principles of Mondelēz or which may be considered disparaging; or (f) for any other reasons, as it may deem fit and proper.

## 2. DETAILS OF THE CAMPAIGN AND HOW TO ENTER:

For details of the Campaign and how to enter, refer to Annexure I.

### 3. PRIZES:

- For details of the Prizes (defined in Annexure II), refer to Annexure II.
- The Prizes are non-transferable, non-assignable, non-substitutable and under no circumstances will be exchanged for cash.
- In the event of death of the Prize Winner (defined in Annexure II), no nominees or heirs or any other person shall be eligible to the Prize and no claim from the nominee or his/her legal heirs of the Winner or any other person shall be entertained for receiving the Prize.
- The Prize (including any merchandise) is being provided on an "as is" basis without warranties of any kind, either express or implied, including without limitation warranties of quality, suitability or comfort or implied warranties of merchantability or fitness for a particular purpose. Unless the Prize is a product of Mondelez or the Campaign Partner (in which case Clause 5.5 will apply), You acknowledge, by participation in this Campaign, that You hereby release Mondelez and/or its Campaign Partner and their respective affiliates, directors, officers, employees, representatives and agents from any and all claims pertaining to any defect, deficiency, damage, replacements, quality issues or any other claims connection with the Prize and that Mondelez and/or Campaign Partner shall not be liable (including but not limited to the product and service liabilities) for any damages of any kind related to the same. If any Prize Winner has any grievance with respect to the Prizes, the Prize Winner may directly contact the manufacturer or supplier/retailer/service provider as may be applicable.

### 4. ADDITIONAL TERMS:

- We may, at our sole discretion, change the T&Cs or cancel the Campaign at any time; or modify, terminate, or suspend the Campaign for any reason whatsoever including should viruses, worms, bugs, unauthorized human intervention or other causes beyond our control that corrupt or impair the administration, security, fairness or proper play of the Campaign or submission of entries.
- By entering the Campaign, the Participant hereby releases Mondelez and/or their Campaign Partner from and agrees to indemnify Mondelez and/or their Campaign Partner and/or Campaign Partner and any of their respective officers/employees/directors/representatives/agents from and against all liability, cost, loss or expense arising out of acceptance of the Prize or participation in the Campaign including (but not limited to) personal injury and damage to property or any violation of intellectual property rights of a third party or any law and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.
- Mondelez accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties in relation to the Prizes.
- We will not be responsible for: (a) any SPAM generated messages; (b) any SMS/WhatsApp/other messaging service message delivery failures; (c) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by You or by any of the equipment or programming associated with or utilized in

the Campaign, or by any technical or human error that may occur in the processing of entries; (d) any printing or typographical errors in any materials associated with the Campaign; (e) any error in the operation or transmission, theft, destruction, loss, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the internet or at any website; (f) injury or damage to Your or any other computer or mobile resulting from downloading any materials in connection with the Campaign; (g) if the Participants do not have mobile phones or other gadgets or means that support the Campaign link/technical requirements; (h) if the Participant has registered himself/herself to the DND of the telecom provider/ the Participant has registered with National Do Not Call Registry/ Participant has specifically requested for not receiving messages for the specific campaign/contests; (i) other conditions beyond Our reasonable control or any Force Majeure Event. The Participant putting a missed call under the terms of this Campaign is deemed to be express consent on the part of the Participant to exempt Mondelez and Campaign Partner from DND restriction imposed by the relevant Participant.

- Any attempt to deliberately damage any Mondelez website or the Campaign Partner's Campaign website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Campaign may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, We reserve the right to seek damages to the fullest extent permitted by law. If We incur any costs in connection with any breach of these T&Cs or any other legal obligation by the Participant, the Participant agrees to indemnify Us or our Campaign Partner/s for those losses, damages, and costs.
- We, in our sole discretion reserves our right to exclude You from the Campaign and/or not to attribute the Prize, and/or to cancel all or part of the Campaign, without any liability on our part, if We believe You have (a) breached any of these T&Cs; (b) acted or have the intention of acting in a dishonest or fraudulent manner, or in bad faith; (c) tampered with the entry process or the operation of the Campaign; (d) acted in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.
- Mondelez and/or Campaign Partner is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this Campaign or the downloading of any materials related to this Campaign.
- If this Campaign is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Mondelez, including but not limited to technical difficulties, unauthorized intervention or fraud, the Mondelez may in addition to its other rights reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to invalidate any Participate; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Campaign, as appropriate.

- If for any reason this Campaign is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any other causes beyond the reasonable control of Mondelez and/or Campaign Partner which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Campaign, Mondelez reserves the right in its sole discretion to cancel, terminate, modify or suspend the Campaign, subject to any written directions made under applicable State or Territory legislation.
- Mondelez and/or Campaign Partner and/or their respective affiliates, and their officers, directors, employees accept no liability and shall not be responsible and/or liable in any manner whatsoever in case the Participant is unable to submit his/her entry for any reasons whatsoever including due to failure on the part of the telecom operator, facility provider, internet issues, device compatibility, capacity constraints. etc.
- All attempts will be made by the Campaign Partner to protect the data submitted to it by a Participant from loss and corruption, but in the event such data loss happens, Campaign Partner may have to continue with whatever data is available, or in any other manner as it may deem reasonable. Mondelez and the Campaign Partner should not be held responsible for any loss of data or the action taken on account of the same. Mondelez and/or Campaign Partner and/or their respective affiliates and their officers, business partners, directors, employees will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- Campaign Partner will take reasonable efforts to ensure that there is no security breach at its end in the course of conduct of submission of entry for the Campaign and/or that there is no data / entry loss and/or any other loss at its end. However, in the event of a security breach and/or data/ entry loss and/or any other loss for any reasons whatsoever, Mondelez and/or Campaign Partner and/or its affiliates, their respective officers, directors, employees will not be responsible or liable in any manner whatsoever for any loss on account of any such instances as may be sustained by the Participant. Mondelez and/or Campaign Partner and/or its affiliates, their respective officers, directors, employees shall have the right at all times to exclude or disregard any entries submitted during any period where a security breach or data/entry loss or any other loss occurs.
- Additional terms and conditions relating to Prizes and/or Campaign related services administered by the Campaign Partner are specified under Annexure III.

## **5. MISCELLANEOUS:**

- This Campaign is being made purely on a "best effort" basis and participation in this Campaign is at your sole discretion and on a voluntary basis.
- If there are any Government restrictions imposed on movement of people, operation of outlets, transportation or any other aspect which may impact the operation of the Campaign as usually planned, Mondelez and the Campaign Partner cannot be held liable due to such restrictions including for inability to provide the Prizes or changing the Prizes due to such restrictions. Any delay or inability to operate the Campaign in that regard will be treated as a Force Majeure Event (defined below). In the event of any directions of the Government applicable for consumers/Participants/Prize Winners, You shall

ensure due compliance to the same and Mondelez and/or the Campaign Partner cannot be held liable for any non-compliance in that regard.

- You agree that all decisions related to the Campaign made by Us are final and binding on You. Failure by Mondelez and/or Campaign Partner to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any person.
- We will not be liable for any costs incurred by You in connection with Your participation in the Campaign. Announcements and information about the Campaign shall be posted on the same page where these T&Cs are posted.
- For any disputes, complaints, queries pertaining to this Campaign or Mondelez Products (defined below), please reach out to us on 1800 88 1939 or [contactusmalaysia@mdlz.com](mailto:contactusmalaysia@mdlz.com) no later than 7 working days from the completion of the Campaign. Failure to do so will tantamount to the expiry of any claims in connection with the Campaign submitted by a person. For any complaints and grievances relating to Products or services or Prizes provided by any of our Campaign Partners, Mondelez will not have any liability or responsibility regarding the same. Complaints in relation to such Products or services or Prizes provided by the Campaign Partner should be referred to contact details given in Annexure III.
- If You are dissatisfied with the Campaign or any aspect of the Campaign including the Campaign rules, any content, any requirements of the Campaign form, the materials available related thereto, these T&Cs, etc., Your sole and exclusive remedy is to not participate in the Campaign.
- If a person chooses to access this Campaign from outside Malaysia, he/she shall do so on his/her own initiative and shall be responsible for compliance with applicable local laws of the country.
- Mondelēz or Campaign Partner accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, loss of SMS & WhatsApp, loss of internet connectivity, unique codes, documents, demand drafts, claims or correspondence whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise. Mondelēz and/or Campaign Partner shall not be liable for any consequences of user error including (without limitation) costs incurred.

## **6. INTELLECTUAL PROPERTY RIGHTS:**

- All rights, title and interest, including but not limited to the intellectual property rights, in the promotional material(s) and all Campaign related material including those submitted by Participants shall vest solely and exclusively with Mondelez at all times. Mondelez or any person or entity permitted by Mondelez in this regard shall be entitled to use the responses/material or any information in connection with the entry, received in any medium whatsoever, for all its future promotions, marketing, publicity and/or any other purpose, without any permission and or payment to the Participant.
- If any material is submitted in connection with the Campaign (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording are taken of or by the Participants, the same are

assigned to Mondelez upon submission and become the property of Mondelez exclusively. Mondelez may use the material in any medium in any manner it deems fit. Intellectual Property in any such material remains the sole property of Mondelez.

## **7. PERSONAL INFORMATION AND PRIVACY POLICY:**

- When You participate in the Campaign, we collect, receive, possess, use, store, handle, transfer, process and otherwise deal with personal information which is provided by You. This information may vary but will typically include information like first and last name, mailing address, complete date of birth, e-mail address, contact number, identity verification documents and details therein, etc. While doing so We collect, receive, possess, use, store, handle, process and deal with personal information from You that We consider necessary for the purposes of the Campaign. By participating in the Campaign and/ or by providing Your information, You consent to the collection, receiving, possession, use, storage, dealing, processing, sharing and handling of the information including personal information You disclose to Us.
- Please also visit the Privacy Notice of Mondelēz the Campaign Home Page where these T&Cs are posted, to understand and acknowledge what we do with your information including your personal data. Please note that your acceptance of these terms and conditions and Your participation in the Campaign and/ or providing the information is deemed to signify your agreement to the Privacy Notice as well and the necessary consent to what could be done with the information including personal data You provide as described in the Privacy Notice.
- Participants who have won any under the Campaign (“Prize Winners”) may be contacted by the Campaign Partner for collection of further details to ensure delivery of the Prize(s) and the Prize(s) shall only be provided if the necessary information as requested for by the Campaign Partner has been provided. The Participant shall be solely responsible for any errors in such information provided.
- We reserve the right to refuse to issue Prizes to the Prize Winners unless they provide their information necessary to release the Prize(s) and to perform other activities applicable under the law. The names of the Prize Winners of any Prize(s) under this Campaign shall be posted on [www.cadbury.cnygiftfromtheheart.com](http://www.cadbury.cnygiftfromtheheart.com) (“Website”).
- Participants hereby authorize Us and/or Campaign Partner to use the personal data shared in connection with the Campaign.
- By participating in this Campaign, You also hereby give your consent to Mondelez and/or any other third party nominated to carry out profiling of your anonymized data made available through Campaign Partner. Campaign Partner will take the necessary measures to secure and keep safe, either directly or through third parties, any such information that You may have shared.
- It is important to remember that whatever You transmit or disclose can be collected and used by others or unlawfully intercepted by third parties. No data transmission can be guaranteed to be 100% secure. While we strive to use commercially reasonable means to protect Your information, We cannot warrant the security of any information You transmit to Us.
- Your personal information may be retained and may continue to be used until: (i) the relevant purposes for the use of Your information described in this clause are no longer



applicable; and (ii) We and/or Campaign Partners are no longer required by applicable law, regulations, contractual obligations or legitimate business purposes to retain Your personal information and the retention of Your personal information is not required for the establishment, exercise or defense of any legal claim.

#### **8. FORCE MAJEURE:**

- This Campaign is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, lockdowns or related restrictions, act of God or any circumstance beyond the reasonable control of Mondelez and/or Campaign Partner ("Force Majeure Event"). We and/or Campaign Partner shall not be liable for any delay or adverse effect caused to the Participants in the Campaign including the Prize Winners/Prize(s) as a result of a Force Majeure Event.

#### **9. GOVERNING LAW AND JURISDICTION:**

- The courts of competent jurisdiction at Kuala Lumpur, shall have sole and exclusive jurisdiction to determine any and all disputes arising out of, or in connection with the Campaign. Participation in the Campaign is unauthorized in any jurisdiction that does not give effect to all provisions of these T&Cs, including (without limitation) this clause.
- Further all issues and questions concerning the construction, validity, interpretation and enforceability of these T&Cs, or the rights and obligations of the Participants and/or Mondelez and/or Campaign Partner, shall be governed and construed in accordance with the laws of Malaysia.

#### **10. PUBLICITY:**

- By participating in the Campaign, You give Mondelez and/or its affiliates permission to use your name, likeness, images, videos, voice, appearance and the like as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like ("Publicity Material"), provided or taken or made in relation to the Campaign and any promotions, events, or Campaigns to follow. You agree that
- Mondelez and/or its affiliates have the right to publish Your saved item details/Publicity Material for any communication, promotions, events or Campaigns of Mondelez and/or its affiliates that follow. You agree that Mondelez and/or its affiliates have complete ownership of Your Publicity Material, including the copyright therein, and may use them for any purpose.
- These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation for the use of the Publicity Material, and hereby release Mondelez and/or its affiliates and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

## **11. LIABILITY RELEASE:**

- By participating in the Campaign, you will be legally bound hereby, to release from liability, and hold harmless, Mondelez, Campaign Partner and any of its/their respective affiliates, employees, directors, representatives and agents for any matters and for any and all liability in relation to this Campaign, including in relation to the quality of the Prizes or merchandize, personal injuries (including death) or harm, property loss or damage, misuse of the benefits / Prizes offered under this Campaign, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Campaign, even if caused or contributed to by Our negligence.
- By participating in this Campaign, you agree to indemnify Us, Campaign Partner and any of its/their respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of the Prize or participation in the Campaign including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.
- You shall be liable for all the taxation that might arise out of the winnings/Prizes from this Campaign and shall not hold Mondelez and/or Campaign Partner and/or its/their respective affiliates responsible for payment of the same and/or any dispute arising in relation thereof.

## **ANNEXURE I**

### **DETAILS OF THE CAMPAIGN AND HOW TO ENTER**

- Campaign Period: This Campaign will commence from 00:01 a.m. 26<sup>th</sup> December 2021 and end at 11:59 p.m. on 5<sup>th</sup> February 2022 ("Campaign Period"). The Organizer shall reserve the right to revise the Campaign 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.
- We reserve our right to cancel/modify/extend the Campaign Period or the T&Cs applicable to this Campaign without giving any prior notice to You. No claims/questions shall be entertained in this regard.
- You must comply with and satisfy all the required criteria to be entitled to participate in the Campaign including complying with meeting all eligibility and pre-conditions to win a Prize as set out in these T&Cs. Any breach of these T&Cs including without limitation any default or failure on Your part to comply with any conditions and requirements, relating to winning a Prize or participating in the Campaign may disqualify You from the Campaign or from winning a Prize.



## HOW TO PARTICIPATE

- To Participate in the Campaign, the Participant is required to, at his/her sole discretion, to purchase any Cadbury Dairy Milk products which total worth of Ringgit Malaysia 15.00 in a single receipt.
- The proof of purchase [“POP”] required to enter the Campaign is one [1] original printed receipt with any Cadbury Dairy Milk products with a total worth of Ringgit Malaysia 15.00 during the Campaign Period. Each receipt entitles for 1 entry. Receipts cannot be combined.
- Each participant is entitled/eligible to submit more than one [1] entry throughout the Campaign Period, but each entry must be accompanied with a unique receipt. Subsequent entries with duplicate receipts will be forfeited.
- Participation in the Campaign is subject to availability of the Product in the market or specified stores, as applicable and indicated in these T&Cs, during the Campaign Period. We or Campaign Partner shall not be held responsible for any circumstance leading to non-availability of the Product in the market.
- For submission of entries, the Participant shall scan the QR code printed on the Campaign POSM/shown on social media accounts which will lead him/her to the Cadbury Gift From The Heart Microsite. Participant must visit the relevant page on Site and enter his/her full name as per Malaysia Identity Card (MyKad), mobile number, email address, date of birth and upload receipt as proof of purchase. An auto-reply message will be sent to participants to acknowledge the entries received.
- On entering the details as above, Participant must agree to Our Campaign T&Cs and Privacy Policy in order to participate in the Campaign.
- Process for Assured Reward (Ringgit Malaysia 8.00 - Grab Code) and chance to win Lucky Prize (Cadbury Gift From The Heart Gift Box and Ringgit Malaysia 88.00 Grab Code).
- On entering the above details, the Participant should follow the instructions to receive their Assured Reward. The Assured Reward is only redeemable when Participant provided all details required and valid, and a receipt as proof of purchase.
- To claim the Assured Reward, the Participant will visit the Grab link and follow the process to claim their rewards. Participant must claim the Ringgit Malaysia 8.00 Grab code within 1<sup>st</sup> January 2022 to 30<sup>th</sup> June 2022.
- If the Participant is a lucky winner of the Lucky Prize, a WhatsApp message will be sent to their registered mobile number within 14 to 21 Days of registering their details on the Website. The Participant will visit the Grab link and follow the process to claim their rewards. Participant must claim their Ringgit Malaysia 88.00 Grab Code between 1<sup>st</sup> January 2022 to 30<sup>th</sup> June 2022.

## ANNEXURE II

### PRIZES

#### 1. Number of Prizes:

- There are a maximum of 528 Nationwide Lucky Prizes (defined below) & 144 Exclusive Accounts Lucky Prizes (defined below) under this Campaign. The Prizes are funded by Mondelez under this Campaign, one for each Participant who complies with our T&Cs. Each Participant would be eligible to win only if he/she has participated in the Campaign

in the manner provided under the “Details of the Campaign and How to Enter” section given in these T&Cs.

## 2. Odds of Winning:

- Odds of winning depend on the number of eligible entries received. Eligible entries are ones that satisfy the eligibility criteria outlined in these T&Cs.
- 88 Nationwide Lucky Prizes (defined below) will be given out to 88 lucky winners weekly for the next 6 weeks.
- 24 Bespoke Lucky Prizes (defined below) will be given out to 24 lucky winners weekly if Participant purchased from the said outlets below for the next 6 weeks.
- Exclusive Accounts:
  - AEON - 8 winners weekly
  - TF Value Mart - 8 winners weekly
  - Econsave - 8 winners weekly

## 3. Prizes:

- Participants shall be eligible to win the following Prizes (“Prizes”):
  - Assured Reward: Ringgit Malaysia RM8.00 Grab Code
- Chance to win the following prizes (“Lucky Prizes”) as per below quantity:
  - Nationwide: Gift From The Heart Gift Box – 528 units
  - Nationwide: Ringgit Malaysia RM88.00 Grab Code – 528 units
  - Exclusive Account: Gift From The Heart Gift Box – 144 units
  - Exclusive Account: Ringgit Malaysia RM180.00 (in the form of ang pao, cash or voucher) – 144 units
- All Prize Winners will be eligible to win more than one Lucky Prize of the above Prizes during the Campaign Period.
- The image of the Prizes depicted on the ads/posters/TVC’s/pack shots etc. are indicative only and the actual Prizes/ look of the Prizes may vary from the pictures.
- The Organizer 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 all prizes are given on an “as is” basis and are not exchangeable for cash or its equivalent.
- All applicable taxes resulting from acceptance of Prize(s) shall be the responsibility of Prize Winner.

## 4. Winner Selection, Winner Announcement and Contacting Winners:

- The Lucky Prize winners of the Campaign selection will be based on the full details provided, receipt as proof of purchase and correct answers given within 14 to 21 days of submission and will be contacted by the Campaign Partner or execution partner through calls, WhatsApp or email.

- By accepting these T&Cs you signify your consent to be contacted for the purpose of this Campaign including for procuring additional information that may be required for delivering of Prizes where applicable.

5. The Lucky Prize winners will be drawn by randomizer on a daily lottery basis:

- Mondelez and/or the execution partner shall not be responsible for any accident or mishap or loss of the verification documents. The responsibility for ensuring that the documents reach the address as directed by Mondelez or Campaign Partner lies solely with the Participants. No justification/explanation for non-receipt of the documents or any missing documents shall be accepted.
- In the event that the Campaign Lucky Prize Winner do not respond to communications within 3 days of initial contact, the Campaign Partner reserves the right to disqualify that Campaign Lucky Prize Winner and the entry will be forfeited.
- In the event that the Campaign Lucky Prize Winner's number is busy, unreachable, or he/she does not attend the call, two further attempts would be made to contact the Campaign Lucky Prize Winner within the next day. If even on the third attempt, the Campaign Lucky Prize Winner does not attend the call, or is unreachable, the Campaign Lucky Prize Winner's participation in the Campaign will come to an end and the entry shall stand forfeited.
- No Prizes will be awarded if the information presented by the Participant(s) is suspected to be incorrect or fraudulent either by the independent auditor or the Campaign Partner basis the information earlier shared by the Participant at the time of first contact or for any other reason.
- Prize will be delivered to the winner. Hence, the winner is required to share the details of the address and it will be assumed finalised/cannot be changed after submission. It is the responsibility of the winner to provide a correct and valid address. In the event if the winner is uncontactable, prizes will be forfeited and subject to the organizer's decision to pick the next winner in line.

6. Additional Terms in relation to Prizes:

- The Prize is provided on an "as-is basis". Mondelez and their associates, affiliates, directors, officers, agents, representatives shall not be responsible or liable for failure by the Prize Winner to redeem the Prize(s) won or to take part in the Campaign itself including due to restrictions placed by any government authorities restricting movement or travel. You understand and acknowledge that this Campaign is being offered on a reasonable effort basis and the ability of the Participant to avail the benefit is subject to Government permissions and restrictions that may be imposed upon people movement or upon the operation of retail shops and other commercial establishments. Mondelez and its Campaign
- Partner shall not be held liable on this account if any Participant is unable to avail the benefit due to such restrictions.

## 10. Grab Code Terms & Conditions:

10.1. Once the Assured Reward Grab Code is used for an order and during the process if the Participant decides to cancel the order, the Assured Reward code cannot be reused.

10.2. This Grab Code link is valid for Grab Food services only.

10.3. Multiple vouchers cannot be clubbed in a single order. Only one voucher can be applied per order.

10.4. The balance amount, after the discount is availed, will have to be paid by the Assured Reward at the time of purchase

10.5. All orders would be subject to availability at the time of purchase and will be governed by the standard terms and conditions listed on the Grab App

10.6. All disputes arising out of or in connection to this scheme are subject to exclusive jurisdiction of the courts in Malaysia only

10.7. Disclaimers: Campaign Partner or Mondelez or Grab is not responsible for any typographical error leading to an invalid coupon

For Any coupon related queries call: 1800 88 1939

## **ANNEXURE III**

### **ADDITIONAL TERMS AND CONDITIONS IN RELATION TO CAMPAIGN**

Complaints in relation to products, services or prizes provided by the Campaign Partner in relation to the Campaign should be addressed to [contactusmalaysia@mdlz.com](mailto:contactusmalaysia@mdlz.com)

### **ADDENDUM TO THE TERMS & CONDITIONS (UPDATED AS OF 16th NOV 2021)**

Lucky Prize (Gift From The Heart Gift Box):

Process to win the Lucky Prize (Gift From The Heart Gift Box):

- To Participate in the Campaign, the Participant is required to, at his/her sole discretion, to purchase any Cadbury Dairy Milk products which total worth of Ringgit Malaysia 15.00 in a single receipt.
- The proof of purchase ["POP"] required to enter the Campaign is one [1] original printed receipt with any Cadbury Dairy Milk products with a total worth of Ringgit Malaysia 15.00 during the Contest Period. Each receipt entitles for 1 entry. Receipts cannot be combined.
- Participation in the Campaign is subject to availability of the Product in the market or specified stores, as applicable and indicated in these T&Cs, during the Campaign Period. We or Campaign Partner shall not be held responsible for any circumstance leading to non-availability of the Product in the market.
- Process for Assured Reward (Ringgit Malaysia 8.00 - Grab Code) and chance to win Lucky Prize (Cadbury Gift From The Heart Gift Box and Ringgit Malaysia 88.00 Grab Code).
- For submission of entries, the Participant shall scan the QR code printed on the Campaign POSM/shown on social media accounts which will lead him/her to the Cadbury Gift From The Heart Microsite. Participants must visit the relevant page on Site and enter his/her full name as per Malaysia Identity Card (MyKad), mobile number,

email address, date of birth and upload receipt as proof of purchase. An auto reply message will be sent to Participants to acknowledge the entries received.

- On entering the details as above, Participant must agree to Our Campaign T&Cs and Privacy Policy in order to participate in the Campaign.
- On entering the above details, the Participant should follow the instructions to receive their Assured Reward. The Assured Reward is only redeemable when Participant provided all details required and a receipt as proof of purchase.
- To claim the Assured Reward, the Participant will visit the Grab link and follow the process to claim their rewards. Participant must claim the Ringgit Malaysia 8.00 Grab code within 1<sup>st</sup> January 2022 to 30<sup>th</sup> June 2022.
- If the Participant is a lucky winner of the Lucky Prize, a WhatsApp message will be sent to their registered mobile number within 14 to 21 Days of registering their details on the Website. The Participant will visit the Grab link and follow the process to claim their rewards. Participant must claim their Ringgit Malaysia 88.00 Grab Code within 1<sup>st</sup> January 2022 to 30<sup>th</sup> June 2022.