

## CADBURY GIFT FROM THE HEART CAMPAIGN 2021/2022

# TERMS & CONDITIONS

### 1.0 ORGANISER & ELIGIBILITY

1. Cadbury Gift From The Heart Campaign ["Campaign"] is organized 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.
2. The following group of persons shall not be eligible to participate in the Campaign:
  - Employees of the Organiser [including its affiliated and related companies] and their immediate family members [children, parents, brothers and sisters, including spouses]; and
  - Representatives, employees, servants and/or agents of advertising and/or campaign service providers of the Organiser [including its affiliated and related companies], and their immediate family members [children, parents, brothers and sisters, including spouses].

### 2.0 CAMPAIGN DURATION

The Campaign period will be from 26 December, 2021 at "00:00"AM till 5 February, 2022 at "23:59"PM ["Campaign Period"]. The Organiser 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 Campaign Period shall be null and void without further notice.

### 3.0 SUBMISSION & QUALIFYING CRITERIA

1. To participate in the Campaign, purchase RM15.00 worth of any Cadbury products in a single receipt within the Campaign Period. 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.
2. 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.

3. 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 and can only win one [1] Prize. Subsequent entries with duplicated receipts shall be forfeited. Entries with unclear receipts shall be forfeited. Participants will be identified by their NRIC name, NRIC number, and proof of purchase picture submitted. All Campaign entries must be received by the Organiser on or before 23:59 PM of 5 February, 2022.
4. Participants must retain the original receipts submitted throughout the Campaign Period for verification and redemption of the Prizes. Failure to present the original receipt will result in forfeiture of the Prizes.
5. 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.
6. The Organiser will not reply or send any message on any successful entry or respond to any queries.

#### **4.0 CAMPAIGN PRIZES & WINNER SELECTION**

1. Eligible entries must comply with the Submission & Qualifying Criteria mentioned above.
2. An ID will be allocated for each entry received and approved by the Organiser throughout the Campaign Period based on submitted receipts.
3. By participating in the Campaign, Participants agree to be bound by the Campaign T&Cs provided herein.

4. Participants are eligible for an Assured Reward (in the form of a Ringgit Malaysia 8-00 – Grab Code), apart from the chance to win the Campaign Prizes. To claim the Assured Reward, Participants need to visit the Grab link and follow the required process. Participants must claim Assured Reward between 1<sup>st</sup> January 2022 to 30<sup>th</sup> June 2022. WhatsApp messages will be sent to the registered mobile numbers of the Participants within 14 to 21 Days of registering their details on the Grab link.

#### **4.1 CAMPAIGN PRIZES**

1. Nationwide Prizes

- 528 x “Cadbury Gift From The Heart” boxes with Ringgit Malaysia RM88.00 Grab Code;
- a total of 88 prizes will be given out each week for 6 weeks.

2. Exclusive Account Prizes (defined below)

Participants need to purchase the qualifying products from the participating outlets below.

- a. AEON - 8 winners weekly  
“Cadbury Gift From The Heart” Gift Box with Ringgit Malaysia RM188.00 Grab e-wallet credits – 48 units
- b. TF Value Mart - 8 winners weekly  
“Cadbury Gift From The Heart” Gift Box with Ringgit Malaysia RM188.00 Touch N Go e-wallet credits – 48 units
- c. Econsave - 8 winners weekly  
“Cadbury Gift From The Heart” Gift Box with Ringgit Malaysia RM150.00 Econsave voucher – 48 units

3. All Prize Winners will be eligible to win only one Prize of the above Prizes during the Campaign Period.

## **5.0 SHORTLISTED WINNERS**

1. Shortlisted Winners will be contacted (up to a maximum of three [3] attempts) by the Organiser for delivery details confirmation. verification and will be required to answer [1] question relating to the Campaign to be eligible for the Prizes. In the event the shortlisted Winners fail to respond, the Organiser reserves the right to disqualify the shortlisted Winners and find replacement Winners for the Prize. The Organiser shall not be held liable if the shortlisted Winners and / or eventual Prize Winners cannot be contacted for any reason whatever.

## **6.0 PRIZE REDEMPTION**

1. Prizes will be delivered to the winners. Winners are required to share correct address details and it shall be assumed finalized/cannot be changed after submission. It is the responsibility of the winners to provide correct and valid addresses. In the event the winners are uncontactable, the prizes shall be forfeited and subject to the organizer's sole decision to pick the next winner in line.

## **7.0 LIABILITY & RESPONSIBILITY**

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 Campaign, 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.
2. All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses incurred to participate in the Campaign and Prize redemption shall be the sole responsibility of the Winners.
3. Mondelez shall not be liable for any incomplete, lost, late, damaged, illegible or misdirected entries for any reason whatsoever or problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof, (including but not limited to) any injury or damage to your or any other person's computer or telecommunication device related to or resulting from participation

in the Campaign.

4. The participant/s shall indemnify and keep the Organiser and its officers, agents and employees ("the Indemnified Parties") fully indemnified against any and all loss, damage, claims and costs (including legal costs on a full indemnity basis) suffered and/or incurred by any of the Indemnified Parties as a result of the participant/'s breach of any of these Terms and Conditions.
5. 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 Campaign. 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.

## **8.0 ORGANISER RIGHTS**

1. By participating in the Campaign, the Participants give consent and absolute right to the Organiser to use their names, photographs/videos and their Prizes as materials for the purposes of 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 Organisers.
2. The Organiser reserves the right to modify, suspend and/or cancel the Campaign at any time without the need to provide any notice or assign any reason whatsoever. The Organiser reserves the right and sole discretion, to disqualify any Participant that is found or suspected of tampering with the Campaign submission process or the operation of the Campaign and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities to the detriment of the Campaign.

## **9.0 USE OF PERSONAL INFORMATION/ INTELLECTUAL PROPERTY**

1. Participants' entry in the Campaign is conditional upon the Participants consenting to the Organiser and its affiliated companies and business units using the Participants' personal data for the following purposes which are in accordance with the Personal Data Protection Act 2010:
  - a. to notify the Participants if they have won the Prizes;

- b. to conduct, manage, and administer the Campaign including verifying the identity of Participants for participation or Prize collection;
  - c. for consumer research, analysis, promotional, advertising and marketing purposes; and
  - d. for the Organiser and its affiliates to obtain feedback on its products and services.
- 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 the Campaign, the Participants consent to the use of their personal data for the purposes listed above.
- 3. Each Participant also agrees that all worldwide intellectual property rights in any statement, materials or content submitted, made or created by a Participant in connection with the Campaign and any derivative works arising therefrom will be perpetually and unconditionally vested in, assigned to, and owned by the Organiser or its affiliated companies. The Organiser has the right to use and modify such materials and / works in any way it deems fit without the need to provide any compensation to any Participant and each Participant unconditionally and irrevocably waives all rights (including moral rights) he or she may have in such materials or works. The Participant hereby expressly waives any and all rights which the Participant may acquire or have under the provisions of the Copyright Act of Malaysia (and any subsequent enactment or amendments thereto) and any other moral rights which the Participant may have or be entitled under any such legislation now existing or in the future enacted in any part of the world.
- 4. Any information, personal data and material about or obtained from the Participants may be accessed, stored or otherwise processed in any medium or format determined by the Organiser.
- 5. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with the Campaign, in particular relating to the Campaign Prizes, are the property of their respective owners. The Campaign and Organiser are not affiliated with, or endorsed or sponsored by the relevant owners, where such owners are independent and not part of the Mondelez group of companies.

## **10.0 TERMS & CONDITIONS**

1. By entering this Campaign, the Participants agree to be bound by the Terms & Conditions of the Campaign and the decisions of the Organisers shall be final and binding. No appeal shall be entertained for any reason whatsoever.
2. The Campaign Terms & Conditions and the Campaign 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 Campaign. The Campaign and its Terms and Conditions shall be governed by the laws of Malaysia and be subject to the exclusive jurisdictions of the Malaysia courts.