

### Time Kulture 2018 Terms & Conditions ("Conditions of Entry")

Schedule	
<b>Promotion:</b>	Race Against Time Puzzle Game
<b>Promoter:</b>	Envico Enterprises Sdn Bhd, Level 19, Wisma UOA 2, 21 Jalan Pinang, Kuala Lumpur 50450, Malaysia
<b>Promotional Period:</b>	<b>Start date:</b> 10/07/18 at 09:00 am <b>End date:</b> 20/07/18 at 11:59 pm
<b>Eligible entrants:</b>	Entry is only open to Malaysian residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must complete all of the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> <li>go online to <a href="http://www.swisswatchgallery.com.my/raceagainsttime">www.swisswatchgallery.com.my/raceagainsttime</a> and follow the prompts to the contest entry page;</li> <li>fully complete and submit the online entry form with their personal details (first name and last name, email address, mobile number and gender) and solve the puzzle game as prompted.</li> </ol> <p>Upon submission of the entry form, an entrant has the option to perform additional actions to get extra points. Entrants may also 'share' the puzzle results via Facebook and Instagram. Successful 'sharing' and/or performing of "additional actions" during the Promotional Period will earn the entrant up to hundred (100) extra points per action/share into the Promotion. The additional actions are: Follow the Swiss Watch Gallery Instagram profile, invite a friend entering his/her email address, watch the brand videos.</p>
<b>Points permitted:</b>	<p>Multiple points permitted per person provided each entry is submitted separately in accordance with the entry instructions above and subject to the following: (a) maximum one thousand (1,000) points per person via puzzle completion; (b) up to maximum hundred (100) additional points by performing the "additional actions" per person overall.</p> <p>The entrant is eligible to win one (1) of the three (3) top prizes or one of ten (10) daily prizes. The winners will be selected based on the highest score and fastest speed.</p>
<b>Total Prize Pool:</b>	RM16,000.00

  

Prize Description	Number of this prize	Total Value	Winning Method	Conditions
<b>Prize 1:</b> Top Prize – Swiss Watch Gallery Cash Voucher	1	RM2,500	Computerised selection based on points - 23/07/18	No part of this prize is exchangeable, redeemable for cash or transferable.
<b>Prize 2:</b> Top 2 Prize – Swiss Watch Gallery Cash Voucher	1	RM1,500	Computerised selection based on points - 23/07/18	No part of this prize is exchangeable, redeemable for cash or transferable.

<b>Prize 3:</b> Top 3 Prize – Swiss Watch Gallery Cash Voucher	1	RM1,000	Computerised selection based on points - 23/07/18	No part of this prize is exchangeable, redeemable for cash or transferable.						
<b>Prize 4:</b> Daily Prize	110	RM100	Daily Win: computerised selection - from 10/07/2018 to 20/07/18	No part of this prize is exchangeable or redeemable for cash. The prize can only be redeemed at Time Kulture exhibition, Centre Court Pavilion and is valid for redemption from 12 <sup>th</sup> July 2018 to 22 <sup>nd</sup> July 2018.						
<b>Winner Notification:</b>	<p>The winners will be notified in writing by email within two (2) business days of the end of the promotion. The winners will be published at <a href="http://www.facebook.com/swisswatchgallerymy">www.facebook.com/swisswatchgallerymy</a> and Swiss Watch Gallery Instagram page on the following dates:</p> <table><tr><td><b>Selection Date</b></td><td><b>Publication Date</b></td></tr><tr><td>23/07/18</td><td>25/07/18</td></tr></table>				<b>Selection Date</b>	<b>Publication Date</b>	23/07/18	25/07/18		
<b>Selection Date</b>	<b>Publication Date</b>									
23/07/18	25/07/18									
<b>Unclaimed Prizes</b>	<p>Every Daily Win Prize should be collected and redeemed at the Revolution by Time Kulture event at Centre Court, Pavilion Kuala Lumpur, Malaysia – from 12<sup>th</sup> to 22<sup>nd</sup> July 2018. The top prize must be claimed by the respective Claim By dates listed below or will be selected again on the following selection Date.</p> <table><tr><td><b>Initial Selection Date</b></td><td><b>Claim By</b></td><td><b>Second Selection Date</b></td></tr><tr><td>23/07/18</td><td>25/07/18</td><td>26/07/18</td></tr></table> <p>The winner of any selection will be notified in writing by email within two (2) business days of the selection. The winner will be notified publicly (and their details published) at <a href="http://www.facebook.com/swisswatchgallerymy">www.facebook.com/swisswatchgallerymy</a> and Swiss Watch Gallery Instagram page within 1 day of the second selection.</p>				<b>Initial Selection Date</b>	<b>Claim By</b>	<b>Second Selection Date</b>	23/07/18	25/07/18	26/07/18
<b>Initial Selection Date</b>	<b>Claim By</b>	<b>Second Selection Date</b>								
23/07/18	25/07/18	26/07/18								

1. The entrant agrees and acknowledges that they have read these Conditions of entry (and Schedule) and that entry into the game is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The game commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.

4. Employees (and the immediate family members) of agencies/companies associated with this game, the promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian. A nominated parent/guardian must accompany any person under 18 years of age.
6. Selections:
  - a) Entries open and close for the top prizes selected on the date and time specified in the table below. The selections will take place at Envico Enterprise, Level 19, Wisma UOA 2, 21 Jalan Pinang, Kuala Lumpur 50450, Malaysia at 02:30 pm AEDT on the dates indicated below by computerised selection.

Top Prize Selections	Entries Open	Entries Close	Selection Date
3	09:00 am AEDT on 10/07/18	11:59pm AEDT on 20/07/18	23/07/18

- b) The Promoter may select reserve winners in case of ineligible or invalid entries.
  - c) The first selection entry will be the winner of the Prize 1.
  - d) The Promoter warrants that the computerised points system used to select prizes has been appraised by a suitably qualified person into the operation and integrity of the computerised selection system.
  - e) If a selection is scheduled on the weekend or a public holiday, the selection will be conducted at the same time and location on the following business day.
7. All reasonable attempts will be made to contact each winner or winner of a second selection.
8. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. The value of the prizes is accurate and based upon the recommended retail value of the prizes at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
11. No entry fee is charged by the Promoter to enter the game. Where entry is allowed online, there is no additional cost to enter the game other than any cost paid by the entrant to access the website via their Internet service provider.
12. Prize will be awarded to the person named in the winning entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically.
14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's name and State/Territory or postcode of residence.
15. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable laws.
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. All material submitted on entry (e.g. survey answer(s), photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights or third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the puzzle game, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter and its associated agencies and companies will not be 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 or willful misconduct) in connection with this puzzle game or accepting

or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the puzzle game, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.