

## **Terms and Conditions**

### **1. Organiser**

1.1 The Contest is organised by Etika Sdn. Bhd. (Co. No. 197401000305 (17296-P)) (“Organiser”). The mechanics of this Contest are explained below. By participating and entering into this Contest, you (“Participant”) agree to be bound by the terms and conditions set out herein or as may be amended from time to time. 1.2 The Organiser, in its sole discretion, reserves the right to modify the Terms and Conditions set herein without any prior notice, if required for the smooth running of the Contest.

### **2. Eligibility**

2.1 The Contest is open to any person who fulfils the following criteria :

- (a) Malaysian student with a valid MyKid or MyKad with the registered address in Malaysia; and
- (b) Between the ages of 7-14 years old as at the year of 2024.

2.2 The following person(s) shall not be eligible to participate in the Contest:

- (a) Employees of the Organiser and their immediate family members;
- (b) Employees of the Organiser’s affiliates and/or related companies and their immediate family members;
- (c) Business partners, suppliers/distributors of the Organiser and their immediate family members; and Promotion/advertising/public relations agencies involved in the Contest and their immediate family members.

### **3. Contest Period**

3.1 The Contest shall start at 00:00:00 on 5 May 2024 and shall close at 23:59:59 on 19 May 2024 (“Contest Period”). Any Contest entries received outside the Contest Period will automatically be disqualified.

3.2 The Organiser reserves the right to amend the Contest Period (“Amended Period”) at any time without any prior notice to any party. Any Contest entries received outside the Contest Period or Amended Period (if any) shall be rejected automatically.

### **4. Qualifying Criteria and Submission of Entries**

4.1 To qualify, the Participant must purchase any Goodday products worth RM15 and above (“Qualifying Products”) from any Lotus’s outlet(s) in Malaysia in a single receipt .

4.2 All purchases must be made at any Lotus’s outlet(s) within the Contest Period or Amended Period (if applicable). Any Entries made outside the Contest Period or Amended Period (if applicable) will automatically be disqualified.

4.3 All Contest submissions must be done using Whatsapp App Platform. Contest submission via any other platform will automatically be considered as an invalid entry.

4.4 To participate in the Contest, the Participant must submit the following details to the Organiser (“the Contest Entry/Entries”) :

- (a) Parents/Guardian: Full name as per NRIC and Contact Number;
- (b) Children: Full name as per NRIC, Age, School Name & State.

4.5 Each Contest Entry must be accompanied by the image of ONE(1) transaction receipt (“Proof of Purchase”) which must clearly show the following details :

- (a) The name of the Lotus’s outlet;
- (b) The transaction ID;
- (c) The details of the Qualifying Products; and
- (d) Time and date of the transaction (which must be within the Contest Period or Amended Period (if applicable)).

Participant must retain the original Proof of Purchase submitted for verification purpose. In the event that the Participant is chosen as a winner and is unable to present the original Proof of Purchase, the Participant will automatically be disqualified as a winner.

4.6 Any Contest Entry / Entries which are incomplete (e.g. missing information, missing Proof of Purchase) or are found to have been tampered with and any Participants which are suspected or found to have cheated/hacked/tampered with the Contest Entry process in the sole opinion of the Organisers will automatically be disqualified.

4.7 Any Contest Entry / Entries which are incomplete (e.g. missing information, missing Proof of Purchase) or are found to have been tampered with and any Participants which are suspected or found to have cheated/hacked/tampered with the Contest Entry process in the sole opinion of the Organisers will automatically be disqualified.

4.8 All Contest Entries are to be submitted strictly by WhatsApp only to 019-8447900. NO acknowledgment of receipt will be sent by the Organiser with regard to all Entries submitted. For the avoidance of doubt, Contest Entry will be deemed accepted at the time of transaction of the Organisers and that the Organisers accepts no responsibility for any late, lost and/or misdirected Contest Entry/Entries for any reason whatsoever.

4.9 Each Participant may submit multiple Contest Entry/ Entries. However, each Contest Entry must be accompanied by a different Proof of Purchase. For the avoidance of doubt a single Proof of Purchase cannot be used for two or more separate Contest Entries. Where multiply Contest Entries are found to be accompanied by the same Proof of Purchase, ALL affected Contest Entries will automatically be disqualified.

## **5. Shortlisting**

5.1 A total of THIRTY (30) Participant will be shortlisted by or before the 24th of May 2024 to participate in a ONE (1) day Entrepreneurial talk & Supermarket Sweep activity at Lotus's Kepong (HQ) which will be held on the 27th of June 2024 ("Event Day"). Such date is subject to change by the Organiser at its sole discretion and without prior notice to any party.

5.2 The shortlisted Participants is selected based on a first come, first serve basis with complete details submitted in the Contest Entry .

5.3 The shortlisted Participants will be contacted via telephone (as per the contact number provided in the Contest Entry). Should the first attempt to contact the shortlisted Participants fail (e.g. no reply, telephone number not in service or no connection), TWO (2) further attempts will be made within the next twenty-four (24) hours of the first attempt. Where such further attempts are unsuccessful, the Organiser reserves the right to disqualify the Shortlisted Participant. The Organiser will not be held liable in the event a Shortlisted Participant cannot be contacted for any reasons whatsoever.

5.4 Upon being shortlisted, the Participant will be required to:

- a) provide a copy of the original National Registration Identity Card (MyKid/MyKad) for verification purposes;
- b) provide personal details along with that for the Accompanying Adult (including but not limited to full name as per National Registration Identity Card, contact number & e-mail).

5.5 The Organiser's decision in selecting the shortlisted Participants shall be final and no correspondence will be further entertained.

## 6. Supermarket Sweep activity

6.1 Thirty (30) selected Participants will be divided into six groups, each with five selected Participants. Each group will receive a tailored inventory list, providing a unique challenge for the Participant's completion.

6.2 Winners will be selected based on their effective time management, with outstanding performances serving as benchmarks. However, in adherence to principles of sportsmanship and camaraderie, all Participants will be duly acknowledged, and consolation prizes will be awarded to honour their commendable efforts and spirited participation.

## 7. Prize for the Selected Participants

7.1 Upon completing the Entrepreneurial talk & Supermarket Sweep activity during the Event Day, the Participants stand a chance to win the prize ("Prize") as follows:

Category	Prize
1st Prize	<ol style="list-style-type: none"><li>1. Lotus's Voucher worth RM50 x 5 Participant</li><li>2. Lotus's Hamper worth RM60 x 5 Participant</li><li>3. Goodies Bag</li></ol>
2nd Prize	<ol style="list-style-type: none"><li>1. Lotus Voucher RM30 x 5 Participant</li><li>2. Lotus's Hamper worth RM40 x 5 Participant</li><li>3. Goodies Bag</li></ol>
3rd Prize	<ol style="list-style-type: none"><li>1. Lotus Voucher RM20 x 5 Participant</li><li>2. Lotus's Hamper worth RM20 x 5 Participant</li><li>3. Goodies Bag</li></ol>
Consolation	Goodies Bag

7.2 The winners will be announced on the end of the Event Day.

7.3 Each Participant is allowed to win only ONE (1) Prize.

7.4 The Prize shall be collected by the Participant only and is non-transferrable.

7.5 Participants shall be responsible for any additional costs, duties, taxes and/or other incidental expenses (if any), which may be incurred as a result and/or related to their acceptance of the Contest Prize.

## 8. Personal Data and Privacy Policy

8.1 By participating in the Contest, the Participants and their parent/legal guardian/ Accompanying Adult hereby certify that all information as provided by them are accurate and that they have read and understood the Organiser's privacy policy ("Privacy Policy").

8.2 The Participants and their parent/legal guardian/ Accompanying Adult hereby agree and consent to the collection and processing of their personal data in accordance with the Privacy Policy. Kindly refer to the Privacy Policy located at <https://www.etikaholdings.com/privacy>. The Organiser reserves the right to update and amend the Privacy Policy from time to time.

8.3 The Participants and their parent/legal guardian/ Accompanying Adult also further consent for the Organiser and any of its holding, subsidiary or related companies and its service providers, agents and/or contractors who provide administrative and business support to the Organiser and act on the Organiser's behalf ("Authorised Third Parties") to collect and process the Participants' and their parent/legal guardian/

Accompanying Adult's Personal Data as provided pursuant to this Contest. The use of the Participants' and their parent/legal guardian/ Accompanying Adult's Personal Data included but is not limited to the disclosure of the Participants' and their parent/legal guardian/ Accompanying Adult's name to the general public by publishing the Participants' and their parent/legal guardian/ Accompanying Adult's names, video recordings, photographs and other Personal Data for advertising and publicity purposes without compensation or any other payment to the Participants and their parent/legal guardian/ Accompanying Adult.

## **9. Other Terms and Conditions**

9.1 By submitting their entries for this Contest, the Participant agrees and acknowledges that all intellectual property rights thereto shall belong to the Organiser. The Organiser shall have the exclusive right to use, edit, modify and publish the entry submitted by the Participants, publish the names of the Participants, in any way it deems fit for any advertising, trade, promotional purpose and for any other reason whatsoever, without any further notice to the Participants and the Participants shall not claim ownership or any payment or compensation on the materials.

9.2 By participating in the Event Day, Participants and their Accompanying Adult agree to have themselves recorded during the event. The Organiser shall have the exclusive right to use, edit, modify and publish the recording taken during the workshop, in any way it deems fit for any advertising, trade, promotional purpose and for any other reason whatsoever, without any further notice to the Participants and their Accompanying Adult and the Participants and their Accompanying Adult shall not claim ownership or any payment or compensation on the materials.

9.3 By participating in the Contest, Participants are deemed to have read, understood and agreed to be bound by the Contest Terms & Conditions. The Organiser reserves the right to vary and/or delete any of the Contest Terms & Conditions at any time without prior notice to any party and the Participants hereby agree to be bound by such variation and/or deletion.

9.4 The Organiser reserves the right to, at its sole discretion, modify the Contest mechanism, vary, withdraw, suspend or terminate this Contest at any time at its sole a without prior notice to any party. For the avoidance of doubt, any variation, withdrawal, suspension or termination of the Contest or any part thereof shall not entitle the Participants to any claim any compensation against the Organiser (in cash or in kind) for any expenses, loss or damage suffered or incurred by the Participants as a direct or indirect result of the act of variation, withdrawal, suspension or termination.

9.5 Any Terms and Conditions applicable to this 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 hereof.

9.6 By participating in the Contest, all Participants agree to defend, indemnify and hold the Organiser harmless from and against any suits, claims, losses, damages and expenses, including reasonable legal fees arising from or in connection with the Participant's participation in the Contest and his/her acceptance, redemption or use of any of the Contest Prizes.

## **10. Disclaimer of Liability**

10.1 The Organiser will not be responsible or liable for any loss or damage of whatsoever nature suffered by the Participants in connection with the Contest (including the Participants' failure to participate in the Contest), which may occur or arise as a result of the following events:

(a) Any delay and/or failure in receiving and sending the Contest Entries as a result of any network, communication or system error, interruption and/or failure or outage caused by the participating internet service provider, or the uploading of any materials related to the Contest; and

(b) Any technical error, omission, interruption, deletion, defect, delay in operation or transmission, internet line failure, theft, destruction of, and/or unauthorized access to the Contest Entries, or any malfunction of any computer hardware or software whether or not the same is due to viruses, bugs or other causes beyond the Organiser's control.

10.2 By participating in the Contest and by allowing their child/ward to attend the Contest and Event Day in the event that the child is shortlisted for the same, the parent/legal guardian of the Participant hereby agree not to hold the Organiser responsible for the safety and security of their child while attending the Event Day. The safety and security of their child will be the sole responsibility of the adult accompanying the child to the Event Day and the aforementioned adult shall at all times throughout the duration of the Event Day be responsible for the same.

10.3 All Participants shall assume full liability and responsibility for any costs incurred due to any accident, injury, damage or claims whether directly or indirectly caused by their participation in the Contest, attending the Event Day, attending publicity programs or prize presentation ceremony (if applicable) and from the redemption/usage of the Contest Prizes. To the extent permitted by law, the Organiser shall have no liability to the Participants in any respect whatsoever.