

# <u>Terms and Conditions</u> Goodday's Hoodie Contest (MARCH 2024)

# 1. Organiser

This Goodday Charge Hoodie Giveaway Contest ("**Contest**") is organised by Etika Sdn. Bhd. (Co. No. 197401000305 (17296-P)) ("**Organiser**") a company incorporated in Malaysia and having its principal place for business at Unit L01, East Wing Level 1, Quattro West, No.4, Lorong Persiaran Barat, 46200 Petaling Jaya, Selangor Darul Ehsan. 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 by the Organiser.

# 2. Eligibility

- 2.1. The Contest is open to any person who fulfils the following criteria :
  - a) Citizen of Malaysia; and
  - b) Aged 18 years and above in the year of 2025.
- 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
  - d) Promotion/advertising/public relations agencies involved in the Contest.

# 3. Contest Period

- 3.1. The Contest Period shall start at 00:00:00 on 5 March 2025 and shall close at 23:59:59 on 31<sup>st</sup> March 2025 ("Contest Period"). Any Contest entries received outside the Contest Period shall 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. Participating Outlets

**4.1.** The contest is exclusive to purchases made specifically from the Organiser's official online stores and authorised stores in Malaysia only ("**Participating Outlets**").

These include:

- a) Lazada (https://www.lazada.com.my/shop/etika/)
- b) Shopee (<u>https://shopee.com.my/etika.os</u>)
- c) TikTok (https://www.tiktok.com/@etika\_officialstore)



d) Any participating retail and convenience store nationwide.

### 5. Qualifying Criteria and Submission of Entries

- 5.1. To qualify, the Participant must purchase at least ONE (1) unit GOODDAY CHARGE (200ml/250ml) ("Qualifying Products") in one transaction from the Participating Outlet.
- 5.2. All purchases must be made from the Participating Outlet within the Contest Period or Amended Period (if applicable). Any Entries made outside the Contest Period or Amended Period (if applicable) will not be processed and shall automatically be disqualified.
- 5.3. To participate in the Contest, the Participant must submit the following details to the Organiser ("the Contest Entry/Entries") :
  - a) Full name as per NRIC; and
  - b) NRIC number;
  - c) Contact Number.
- 5.4. 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 Participating 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).

Participants 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.

- 5.5. Any entry/ entries which are incomplete or are found to have been tampered with, or 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.
- 5.6. All Contest Entries are to be submitted strictly via Google Form (<u>https://tinyurl.com/GooddayChargexOCTForm</u>). NO acknowledgement 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.



- 5.7. All Contest entries will be deemed accepted at the time of transaction and that the Organisers accept no responsibility for any late, lost and/or misdirected Contest entry/entries for any reason whatsoever.
- 5.8. Each Participant may submit multiple Contest entry/ entries under the same username used for making the purchases provided that EACH purchase made complies with the requirements of Clause 5.1 above.

### 6. Contest Prizes

6.1. Participants stand a chance to win the Contest prize ("Prize") as below:a) One (1) Goodday Charge x Astro Shaw One Cent Thief Exclusive Hoodie.

#### 7. Winner Selection

- 7.1. Thirty (30) Participants will be selected to win the Prize (provided that the Participant is not disqualified by virtue of Item 3 and Item 5).
- 7.2. The eligible winner selection will be determined by the total number of eligible Contest Entries (i.e. Contest Entries which are not disqualified by virtue of Item 3 and 5) received from the submission channel during the Contest Period divided by 30 and rounded to the nearest lower whole number. For example: if the total number of qualified entries received is 150, then this number will be divided by 30 and rounded to the nearest lower whole number which is 5. Hence the 5th qualified entry will be shortlisted and stand to win the merchandise. The following Participant with Qualified Entry bearing the following serial number will be selected: 5\*,10\*,15\* and so forth. In the event the shortlisted entry is disqualified, the next earlier entry received will be the replacement winner, for example, the winner for the 5th qualified entry is the 4th qualified entry.

For illustration purposes :

Total Number of eligible Contest Entries	150
150/30	5
Selected Prize Winner	5 <sup>th</sup> ,10 <sup>th</sup> , 15 <sup>th</sup>

- 7.3. The Prize winners will be announced via the Organiser's Facebook, Instagram & TikTok official pages. The selected Prize winners are required to respond within <u>THREE (3) working days</u> with the following details:
  - (a) Full name as per NRIC;



- (b) NRIC number;
- (c) Contact number; and
- (d) Address for delivery
- 7.4. Failure to revert to the Organiser within the required period of time as stated above will result in an automatic forfeiture as the selected Contest Winner. The Organiser reserves the right to select a new Contest Winner.
- 7.5. The Organiser's decision in selecting the Contest Winners is final and no correspondence will be entertained. Contest Winners will be responsible for any additional costs, duties, taxes and/or other incidental expenses, which may be incurred as a result and/or related to their acceptance of the Contest Prize.

#### 8. Winner Announcement and Delivery of Prizes

- 8.1. All Prize winners will be announced on the Organiser's Facebook, Instagram & TikTok official page.
- 8.2. The Prize winner announcement will be made on **25th April 2025**. Such date is subject to change by the Organiser at its sole discretion and without prior notice to any party.
- 8.3. All Prizes will be delivered to the Prize winners within 30 working days from the date of the winner announcement. However, in the event of any delay in the delivery due to unforeseen circumstances or any situation beyond the Organiser's control, the Organiser reserves the right to then arrange for the delivery of the Prizes to the Contest winner in any manner that it deems fit.
- 8.4. The Organiser's decision in selecting the Prize winner shall be final and no correspondence will be further entertained.
- 8.5. The Organiser reserves the right to substitute any of the Prize with a prize of equivalent value in the event the original Prize offered is, for any reasons whatsoever, no longer available.
- 8.6. The Prizes are non-transferable, non-refundable and non-exchangeable for cash. Prize winners will be responsible for any additional costs, duties, taxes and/or other incidental expenses, which may be incurred as a result and/or related to their acceptance of the Prize.
- **8.7.** Each Participant is only allowed to win one (1) Prize through the Contest Period.

#### 9. Personal Data and Privacy Policy



- **9.1.** By participating in the Contest, the Participants hereby certifies that all information as provided by them are accurate and that they have read and understood the Organiser's privacy policy ("Privacy Policy").
- **9.2.** The Participants 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 <a href="https://www.etikaholdings.com/privacy">https://www.etikaholdings.com/privacy</a>. The Organiser reserves the right to update and amend the Privacy Policy from time to time.
- 9.3. The Participants 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' Personal Data as provided pursuant to this Contest. The use of the Participants' Personal Data included but is not limited to the disclosure of the Participants' name to the general public by publishing the Participants' names, photographs and other Personal Data for advertising and publicity purposes without compensation any other payment to the Participants. or

#### **10.** Other Terms and Conditions

- 10.1. By participating in the Contest, Participants are taken 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.
- 10.2. 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 of 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.
- 10.3. 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.
- 10.4. 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.

10.5. In case of a force majeure event, including but not limited to any cause beyond the control of the Organiser including without limitation, an act of God, act of government or order of government, pandemic, epidemic fire, war, strike, riot or flood which is beyond the reasonable control of the Organiser, the Organiser may at its sole discretion suspend cancel the Contest at any time accordingly.

#### **11.** Disclaimer of Liability

- 11.1. 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 (including error in notification of Contest Winners), omission, interruption, deletion, defect, delay in operation or transmission, internet line failure, the 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.
- 11.2. 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 publicity programs or prize presentation ceremony (if applicable) and from the redemption/usage of the exclusive merchandise. To the extent permitted by law, the Organiser shall have no liability to the Participants in any respect whatsoever.
- 11.3. The Organiser makes no representation and/or warranties with respect to any Contest Prizes, including but not limited to the merchantability, quality or their suitability of the Contest Prizes for any purpose.
- 11.4. The terms & conditions are drawn up in the English language only.