

TERMS & CONDITIONS

The Basic Terms and the Standard Terms and Conditions (collectively “**Terms and Conditions**”) and the Privacy Notice shall be binding on all eligible participants who have fulfilled the Eligibility Criteria as set out in the Basic Terms (“**Participants**” or each a “**Participant**”) who participate in this giveaway or contest, as the case may be, which details are set out in the Basic Terms (“**Contest**”). The definitions in the Standard Terms and Conditions shall apply unless otherwise expressly stated in the Basic Terms. In the event of any inconsistency between the Basic Terms, the Standard Terms and Conditions and the Privacy Notice, the terms shall be interpreted in the following order of precedence except to the extent that a term expressly and specifically states an intent to supersede other terms on a specific matter: (i) the Basic Terms, (ii) the Standard Terms and Conditions and (iii) the Privacy Notice.

By participating in the Contest, the Participants shall be deemed to accept the Terms and Conditions and the Privacy Notice unconditionally. If the event that the Participant is not agreeable to the Terms and Conditions and the Privacy Notice, the Participant must not participate in this Contest.

A. BASIC TERMS

1.	Organizer	ACO Tech Sdn Bhd
2.	Contest	Proton DX First Anniversary Scratch & Win Campaign
3.	Brief Description of Contest	<ol style="list-style-type: none"> Every Participant who has purchased any products with a minimum total purchase value of RM20.00 (after deduction of all discounts, and shall include any tax payable) in a single receipt from Aico Café and/or Proton DX during the Campaign Period shall be entitled to one (1) entry (“Entry”). Each Entry shall receive a scratch card (“Card”). Each Card shall receive a Prize (as set out below).
4.	Eligibility Criteria	<ol style="list-style-type: none"> The Contest is open to individuals of all ages from any country. Participants under the age of 18 must have permission from a parent or legal guardian to enter the Contest. Employees and immediate family of the Organizer, advertising agencies, subsidiaries, agencies, and suppliers are not eligible to participate in the Contest.
5.	Contest Period	June 1, 2024 to June 30, 2024 (both dates inclusive)
6.	Language of Contest	English
7.	Selection of Winners	<ol style="list-style-type: none"> The winners will be determined instantly based on the result revealed when the Card is scratched on the spot (“Winners”). All winning Cards must be validated by an authorized representative of the Organizer in order to claim the Prize. Winners must present the original winning Card at Proton DX.
8.	Prizes	<p>Each Card shall be entitled to one (1) of the following items (on a random basis):</p> <ol style="list-style-type: none"> YSL card holder Miniature perfume Instax Mini 12 Miniature lipstick Proton DX membership card Proton DX merchandise

		<ul style="list-style-type: none"> 7. Aico Café discount voucher 8. NIL (no prize)
9.	Notification of winners	Winners will be determined immediately based on the result revealed upon scratching the Card on the spot.
10.	Collection Period	Prizes can be redeemed immediately after scratching the Card, subject to validation.
11.	Collection Venue	Proton DX, Quill City Mall Kuala Lumpur
12.	Additional Terms, if any	<ul style="list-style-type: none"> 1. The Organizer reserves the right to cancel, suspend, and/or modify the campaign if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Campaign, as determined by the Organizer in its sole discretion. 2. The Organizer reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the campaign or to be acting in violation of these T&C or in an unsportsmanlike or disruptive manner. 3. Prizes are non-transferable, non-exchangeable, and non-redeemable for cash or other items. 4. The Organizer reserves the right to substitute any prize with another of equivalent value without prior notice. 5. The Organizer will not be held responsible for any damage or defect found on any prizes received as part of the Campaign.

B. STANDARD TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 This Standard Terms and Conditions (“**Standard T&C**”) shall govern the Contest that is organized by the Organizer as named in the Basic Terms. The Standard T&C and shall be in addition to the terms as set out in the Basic Terms (the Basic Terms and the Standard T&C shall collectively be referred to as “**Terms and Conditions**”).
- 1.2 The Contest will be held during the Contest Period as set out in the Basic Terms. The Organizer reserves the right to vary, postpone or re-schedule the dates of the Contest or extend the Contest Period at its sole discretion.
- 1.3 The brief mechanism of the Contest is set out in the Basic Terms. The Participants must adhere to the mechanism of the Contest as may be briefed and communicated to the Participants by the Organizer from time to time during the Contest Period.
- 1.4 The Contest will be organized by the Organizer in the Contest Language as set out in the Basic Terms.
- 1.5 The Organizer reserves the right to at any time, change, amend, delete or add to the Terms and Conditions and other rules and regulations including the mechanism of the Contest at its absolute discretion.
- 1.6 The Organizer may terminate or suspend the Contest at any time at its absolute discretion in which case, the Organizer may elect not to award any prize. Such termination or suspension will not give rise to any claim by the Participants. If the Contest is resumed by the Organizer, the Participant shall abide by the Organizer’s decision regarding resumption of the Contest and disposition of the Prizes.

2 ELIGIBILITY

- 2.1 The Participant Eligibility Criteria are as set out in the Basic Terms.
- 2.2 Participants may be required to submit further proof of their eligibility within such timeframe as may be required by the Organizer failing which the Organizer shall be entitled to disqualify the Participant.

3 INELIGIBILITY

- 3.1 Persons who are ineligible to participate in the Contest are as set out in the Basic Terms.

4 DISQUALIFICATION

- 4.1 The Organizer reserves the right to disqualify Participants and/or revoke the Prize (at any stage of the Contest) if:-
 - 4.1.1 The Participant are ineligible or does not meet any of the Eligibility Criteria; or
 - 4.1.2 The Participant breaches of the Terms and Conditions or other rules and regulations of the Contest or violated

any applicable laws or regulations; or
 4.1.3 in the Organizer’s sole determination, it believes that the Participant has attempted to undermine the operation of the Contest by fraud, cheating or deception.

4.2 In the event of a disqualification after the Prize has been awarded, the Organizer reserves the right to demand for the return of the Prize or payment of its value from the ineligible Participant.

4.3 Whilst the Organizer will endeavour to conduct necessary verifications on the eligibility of Participants, failure to disqualify any ineligible Participants shall not be deemed a breach by the Organizer.

5 WARRANTIES

5.1 The Participant represents and warrants with the Organizer that -

5.1.1 the Participant has met all the eligibility criteria and has the right, authority and power to enter into the Contest in accordance with Terms and Conditions and shall provide such proof as the Organizer requires;

5.1.2 all the statements (if any and if so required) made by the Participant to the Organizer are true correct accurate and complete.

5.2 In consideration of the Organizer offering to the Participant the opportunity to participate in a Contest, the Participant hereby unconditionally and irrevocably;

5.2.1 agrees that if so required by the Organizer, the winner shall make himself/herself available (without compensation) for the production, recording and publicity of the Contest during the such time and production schedule as may be notified by the Organizer:-
 (i) interview (which shall be recorded); and/or
 (ii) taking of still photos, audio and/or visual recording for promotions and publicity use. (collectively “**Recording**”).

5.2.2 agrees and consents that the Organizer shall have right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on any of its programmes/channels in whole or in part at the Organizer’s discretion. All copyrights subsisting in the Recording shall belong to the Organizer absolutely.

5.2.3 agrees that where Participants are required to submit any photographs,

- drawings, pictures, slogans, any materials or other creative works, including voice or video recordings (collectively **"Intellectual Property"**), the Participant warrants that all Intellectual Property Rights in such submission does not infringe any third party intellectual property rights.
- 5.2.4 agrees that the Organizer reserves the right, at its sole and absolute discretion, to use and exploit the Intellectual Property via any means or media and in any manner and anytime that it deems fit without first obtaining any consent nor making any payment whatsoever to the Participant and/or the Contest winner(s) and/or representatives.
- 5.2.5 confirms that the Participant has read and understood Terms and Conditions of the Contest and the Participant agrees to abide by the said terms and conditions accordingly and agrees to cooperate and to follow all directions given to the Participant.
- 5.2.6 agrees that all Prizes to be awarded in the Contest is contingent upon the accuracy of the information provided and disclosures made by the Participant and the full and complete performance of the Participants warranties, undertakings and obligations hereunder.
- 5.2.7 agrees that the Participant shall not by act or omission, directly or indirectly bring the Organizer or its sponsor into disrepute.
- 5.2.8 agrees that the Participant shall not without the prior written consent from the Organizer publish or disclose any information in connection with the Contest or Prize (including without limitation, to any representatives of media in any form whatsoever).
- 5.2.9 agrees that the Participant shall not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Contest or the Prize with any third party.
- 5.2.10 agrees that the Participant's participation in the Contest does not entitle the Participant to wages, salary or any other compensation.
- 6 **PRIZES**
- 6.1 The Prizes for the Contest shall be as set out in the Basic Terms.
- 6.2 The winners' names will be notified or announced by the Organizer by such mode and
- in such manner as set out in the Basic Terms.
- 6.3 All Prizes must be collected within the Collection Period and at such Collection Venue as set out in the Basic Terms. Failure to claim Prizes shall result in the Prizes being forfeited by the Organizer and the Organizer, its agents, sponsors and representatives shall have no liability to the winners in any respect whatsoever.
- 6.4 Where the Prizes awarded non-cash prizes, the Participant shall not be entitled to redeem the same for cash or other alternatives.
- 6.5 The Organizer does not guarantee the availability of non-cash-Prizes and the Organizer shall be entitled to replace and/or substitute such prize(s) with any other prize(s) of similar value as determined by the Organizer, its agents or sponsors at its sole discretion.
- 6.6 All prizes are strictly not transferable, assignable exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organizer. All specific or special terms and conditions that are attached to the Prize (whether by the Organizer or its agent or sponsor must be adhered to by the Participant.
- 6.7 Prizes must be claimed in person unless the Organizer prescribes other mode of collection. Where the Organizer elects to post a prize to a Contest winner, no responsibility will be accepted by the Organizer for the safe and effective postal delivery of the Prize.
- 6.8 In special situations, and subject to the absolute discretion of the Organizer, a Contest winner may nominate a designated representative to collect a Prize. The representative will be required to present written authorization from the Contest winner and identification which includes a photograph for both the Contest winner and his/her representative.
- 6.9 The Participant is responsible for any and all taxes payable as a result of a Prize being awarded or received (if applicable).
- 6.10 In the event that the Participant chooses not to accept a Prize, the Prize shall be forfeited and the Prize which will be dealt with according to the absolute discretion of the Organizer.
- 6.11 All Prizes are accepted entirely at the risk of the Participant Prizes and are awarded by the Organizer and/or sponsors without any warranty of any kind express or implied. The Participant may execute a deed of release and indemnity in a form prescribed by the Organizer, if so required, in order to receive the Prize.
- 6.12 If the Prizes awarded by the Organizer are in the form of free tickets or other forms of give-aways (**"Ticket Prizes"**), winner shall be bound by the Ticket Prizes' own terms and conditions and must

adhere to those terms and conditions set out on the Ticket Prizes including the rules and regulations of the venue thereof.

7 DECISIONS OF THE JUDGES/ORGANIZER

7.1 The criteria for the Selection of Winners shall be as set out in the Basic Terms.

7.2 Notification of Winners will via the means as set out in the Basic Terms.

7.3 The judges/Organizer's decisions on all matters relating to the Contest (including without limitation, the selection of Participants, play of the contest and/or any resolutions made) shall be final and absolute and binding on the Participants. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of the Organizer will be entertained.

7.4 The Participant shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Contest Period.

8 CONFIDENTIALITY

8.1 The Participant shall treat all Terms and Conditions and rules and regulations of the Contest and all information and knowledge obtained by the Participant in relation to and/or in connection with the Contest and/or derived as a result of his/her participation in the same, including without limitation the Organizer's business and operational details, the contest mechanics, the judging/selection criteria for the Contest (hereafter collectively known as "**Confidential Information**"), as confidential and the Participant shall, during and after the Contest Period, take all reasonable precautions to prevent disclosures of the Confidential Information to unauthorized persons or entities for any reason whatsoever and undertakes to deliver to the Organizer all tangible materials embodying the Confidential Information including any documentation, records, listings, notes, drawings, reference materials, samples and equipment that is in any way related to the Confidential Information including all duplicates and copies thereof.

9 INDEMNITY

9.1 The Participants forever waive, release and discharge the Organizer, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the Participant or any party claiming through the Participant hereafter may have arising out of acceptance of any Prize(s) or participation in the Contest including (but not limited to) personal injury and damage to property and whether or not direct, consequential or foreseeable.

9.2 The Participant shall indemnify the Organizer, its affiliates, agent and sponsors from and against all liability, cost, loss or expenses suffered thereby as a result of the Participant's breach of the Participant's warranties and undertakings and any

breach of the Terms and Conditions and/or the rules and regulations of the Contest.

10 COSTS

10.1 All costs incurred by the Participant in relation to and/or with respect to the Contest including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Participant as a result of and/or pursuant to his/her participation in the Contest shall be solely borne by the Participant. The Organizer shall not be under any obligation to reimburse the Participant for any of such costs and expenses incurred thereof.

11 LIMITATION OF LIABILITY

11.1 The Participant acknowledges that his/her participation in the Contest shall be at his/her own risks.

11.2 The Organizer, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable to any Participant in respect of any failure to win a Prize in the Contest, defective Prizes or misuse of Prizes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Participant during the Contest or arising out of or in connection with the Contest, the participation by the Participant in the Contest and/or the Prizes awarded.

11.3 The Organizer will not be responsible or liable for (i) any problem, loss or damage of whatsoever nature suffered by the Participant or any party due to any delay and/or failure in receiving and sending a participation entry as a result of any network, communication, ISP or system error, interruption and/or failure experienced by the Organizer or the Participant's telecommunication service provider and/or resulting from participation or the downloading of any materials in the Contest. In the event of such error, interruption and/or failure, the Organizer shall not be responsible or liable for any failure encountered by any Participant to participate in the Contest or any failure encountered by the Organizer in fulfilling its obligations hereunder, (ii) any error (including error in notification of Contest winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside the Organizer's control.

12 GOVERNING LAW

12.1 The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia

13 GENERAL

13.1 The Organizer, its agents, sponsors and

representatives shall not be liable to perform any of their obligations in respect of the Contest and this Terms and Conditions, rules and regulations in respect of the Contest where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

13.2 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organizer shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organizer.

13.3 All rights and privileges herein granted to the Organizer irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to

restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Contest and/or any product based on and/or derived from the Contest.

13.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.

13.5 The main language of the Terms and Conditions shall be the English language. Any translation to any other language than English shall be for convenience only. In the event of any inconsistency between this English language and any other languages, the English language version shall prevail and govern in all respects.
