



## **"PURINA FELIX SOCIAL ENGAGEMENT CONTEST"**

### **TERMS AND CONDITIONS**

#### **A: Schedule to Conditions of Entry**

<b>Organiser</b>	PURINA PETCARE (MALAYSIA) SDN BHD (200201013615 (581278-K))
<b>Contest</b>	PURINA FELIX SOCIAL ENGAGEMENT CONTEST
<b>Contest Period</b>	Each contest period will start at 00:00:00 on the stated start date and close at 23:59:59 on the end date stated below: <ul style="list-style-type: none"><li>a. <b>Contest 1:</b> 4 November 2022 to 10 November 2022</li><li>b. <b>Contest 2:</b> 18 November 2022 to 24 November 2022</li><li>c. <b>Contest 3:</b> 6 December 2022 to 12 December 2022</li></ul>
<b>Eligibility</b>	The contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period.
<b>Entry Method</b>	<ul style="list-style-type: none"><li>1. To participate in each contest, Facebook users ("Users") are to head over to the PURINA Malaysia Facebook page ("Official page") and view the contest social posting posted on the Official page. Users are to submit their answer based on the social posting in the comment section itself and stand a chance to win 1 carton (24 units) of FELIX Wet Cat Food.</li><li>2. Total of 10 winners with a valid Facebook account will be selected for each contest period. The top 10 fastest respondents with the correct answer in the comment section will be shortlisted as winner.</li><li>3. Shortlisted winners will be notified via the comments section and will be prompted to DM (direct message) PURINA Malaysia Facebook with a "Hi". Further details (name, address, contact number) will thereby be collected from the shortlisted winners for fulfillment of the winning prize. In the event where the shortlisted winner does not respond within 48 hours, it will result in disqualification and forfeiture of prizes, and a new winner will be selected.</li></ul>
<b>Entry Deadline</b>	All Entry(ies) must be received by the Organizer on or before the following dates: <ul style="list-style-type: none"><li>a. <b>Contest 1:</b> 4 November 2022 to 10 November 2022</li><li>b. <b>Contest 2:</b> 18 November 2022 to 24 November 2022</li><li>c. <b>Contest 3:</b> 6 December 2022 to 12 December 2022</li></ul> Any Entry received outside the Contest Period shall automatically be disqualified.
<b>Contest Prize</b>	<ul style="list-style-type: none"><li>1. Each participant is eligible to win a maximum of One (1) carton or Twenty-Four (24) units of FELIX Wet Cat Food (assorted variants) only throughout the Contest Period.</li><li>2. Participants are <b>not</b> allowed to win in more than one contest.</li></ul> <p><i>Example: If consumer A was a winner in Contest 1 and has subsequently provided the correct answer for Contest 2, whilst being the top 10 fastest respondent, he or she will not be entitled to win an additional set of prizes.</i></p>

<b>Prize Delivery Date</b>	<ol style="list-style-type: none"> <li>1. All Prizes will be processed for delivery to the winners within six (6) to eight (8) weeks from the winner announcement date. The Organizer reserves the rights to extend the delivery times owing to reasons beyond the control of the Organizer.</li> <li>2. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes due to any other unforeseen circumstances beyond the Organiser's control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors.</li> <li>3. The Organizer shall not be liable for any loss or damage that occurs to the Prizes during the delivery process. Any other additional costs (i.e. travel expenses, transportation cost, duties and taxes) involved to redeem or collect the Prizes shall be borne by the winner at their own cost.</li> </ol>
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This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.purina.com.my/> collectively "**Terms and Conditions**", and shall be binding on all Participants ( and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Program (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

## **B: Conditions of Entry**

### **1. Introduction**

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Program Period, make Prize substitutions, cancel, terminate or suspend the Program in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Program will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser's decision on all matters relating to the Program including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

### **2. Program Entries**

- 2.1 By submitting an entry to the Program, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Program, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Program shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, 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.

### **3. Eligibility**

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Program and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Program including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

### **4. Ineligibility**

The following groups of persons shall not be eligible to participate in the Program:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Program and their immediate families (spouse, children, parents, siblings, and their spouses).

### **5. Disqualification**

- 5.1 The following entries will be disqualified:
- (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
  - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the Organiser reserves the right to disqualify any Participant that:
- (a) undermines, has or attempted to undermine the operation of the Program by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Program for verification by Organiser when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

### **6. Prizes**

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Participant.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Prizes.
- 6.5 Prize(s) are given out on an "as it is" basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.

- 6.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.
- 7. Publicity**  
The Organiser may use a Participant's entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Program (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Program of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.
- 8. Intellectual Property Rights**  
The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Program and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.
- 9. Indemnity**  
Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016, directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant's participation in the Program, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Program or violation of the Terms and Conditions.
- 10. Limitation of Liability**  
10.1 The Participant's participation in the Program shall be at the Participant's own risk.  
10.2 The Organiser, Purina Petcare (Malaysia) Sdn. Bhd., its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Program, as well as the redemption and/or utilisation of any Prize won.
- 11. General**  
11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Program and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.  
11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and program materials) in connection with this Program, that relates to the Prize, are the properties of their respective owners. The Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies.  
11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser 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 Organiser.  
11.4 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 Program.

- 11.5 Where the Terms and Conditions of the Program is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 11.6 The Terms and Conditions of the Program shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

- 12.1 By participating in the **“PURINA PRO PLAN DOG LOYALTY PROGRAM”**, the Participant agrees to the processing of the Participant’s Personal Data by the Organizer in accordance with the Privacy Notice in <https://www.purina.com.my/privacy>
- 12.2 Dengan menyertai **“PELAN PURINA PRO 2021 PET SPECIALTY LOYALTY PROGRAM”**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di <https://www.purina.com.my/privacy>