

## TERMS & CONDITIONS (“Terms”)

1. **About this Promotion.** This Contest (“Promotion”) is organized by Kimberly-Clark Trading (M) Sdn Bhd (“K-C”). All participants to this Promotion are subject to these Terms or such other terms and conditions that K-C may impose. K-C reserves the right at its sole discretion to terminate or modify this Promotion without any liability to K-C. By participating in this Promotion, participants are deemed to have agreed to and accepted these Terms and versions as subsequently amended. This Promotion and related prizes (if any) are not valid in conjunction with any other offer or promotional product bundle outside of this Promotion. Entries are not transferable or assignable.
2. **Promotion Period.** This Promotion runs from 00:00:00, 1<sup>st</sup> July 2021 to 23:59:59, 14<sup>th</sup> September 2021 (“Promotion Period”). Late, lost or misdirected submissions will be disqualified. K-C reserves the right to modify or extend the Promotion Period at its sole discretion.
3. **Eligibility.**
  - (a) This Promotion is open to individuals aged eighteen (18) years and above who are residents of Malaysia.
  - (b) Employees of K-C, its subsidiaries, divisions, affiliates, authorized distributors, agents (including the advertising, public relations, marketing and interactive agencies used by K-C or its affiliates) and their immediate families are not eligible to enter this Promotion. Immediate family means any of the following: spouse, child, parent, grandparent, sibling, uncle, aunt, niece, nephew or first cousin.
  - (c) K-C reserves the right to verify the eligibility of each participant and to disqualify any ineligible person from (i) his/her participation in this Promotion; and (ii) receipt of any prize and/or require the return of any such prizes awarded. In such an event, K-C reserves the right to select a new winner for the prize and/or dispose of the prize in any manner it deems fit, at its sole discretion.
4. **Promotion Procedure.** Purchase a minimum of RM10 worth of any Kotex® Herbal Cool range in a single receipt within the Promotion Period.

### **Contest Submission:**

- i. **Buy**

Purchase any Kotex® Herbal Cool product worth a minimum of RM10 in a single receipt from any of the nationwide retail stores selling Kotex® products.
- ii. **Answer the Question**

Visit the website [www.kotexcontestmy.com](http://www.kotexcontestmy.com) to watch a video, complete the form on the website and answer the following question:-  
Which of the following does Kotex® Herbal Cool contain?

  - Green Tea
  - Cooling Tea Tree
- iii. **Upload proof of purchase/receipt**

Upload an image/photo of your proof of purchase/receipt on the website as stated in ii above. Every proof of purchase/receipt is valid for ONE (1) entry only. The participant can submit more than one entry, but each entry must be uploaded with a clear photo of the original receipt with the correct answer to the question.

Details submitted which are incomplete, illegible, or answered incorrectly will be classified as disqualified entry with wrong answers; entries with photocopied proof of purchase or shown purchasing incorrect items that are not entitled to join the contest and/or spoiled receipts will be disqualified.

5. **Submitted Content.** All content submitted by any participant (other than participant’s personal information) and all copyright and other rights in such content and/or other materials will vest in and become the property of K-C and will not be returned. Each participant agrees to provide a written assignment of all rights to K-C, if requested. K-C (and its affiliates) reserves the right to use, modify, adapt, reproduce and/or create derivative works of all content of any participant in this Promotion for any purpose K-C deems fit to the extent permitted by law, including without limitation for publicity purposes, and to the extent K-C does not own such content pursuant to these Terms, each participant hereby grants to K-C (and its affiliates) a royalty-free and non-exclusive license to use the copyright and all other intellectual property rights of whatever nature in such content for such purposes. The participant also agrees in so far as it is permitted by law to waive all moral rights in the

content submitted, including the right of attribution of authorship. Each participant hereby represents and warrants that all elements contained in the content submitted for this Promotion:

- (a) is original to the participant and fully cleared for use as contemplated in these Terms;
- (b) does and will not, in any way, violate or breach any of the terms of any other agreement the participant may be a party to;
- (c) is not unlawful, harmful, threatening, abusive, invasive of another's privacy, harassing, defamatory, slanderous, tortious, vulgar, obscene, hateful, racist or otherwise offensive or objectionable to any other person or entity;
- (d) does not infringe or violate any intellectual property rights, or contain any matter the publication or sale of which will violate any law, including federal or state statute or regulation;
- (e) does not contain any unsanctioned advertising, pyramid-scheme, promotional materials, or any other forms of unsanctioned solicitation, including without limitation junk mail, spam, chain letters, or any unsolicited mass distribution by e-mail;
- (f) is free of viruses, corrupted files, malicious code or worms, or any other similar software or programs that may damage the operation of the host site or other computer; and
- (g) shall not require K-C to pay or incur any sums to any person or entity as a result of K-C's use or exploitation of the same,

and each participant will indemnify K-C (and its affiliates) from and against any and all loss, damage, liability and costs resulting from breach of the above representations and warranties in relation to such participant's submitted content. K-C reserves the right to disqualify any participant who submits any content in breach of the above representations and warranties.

6. **Prizes.** The winner(s) will be entitled to the following prizes: -

**Nationwide Winners – to be selected out of entries with purchases made from retail stores other than Lotus's and Watsons**

Grand Prize: Dyson Pure Cool (TP00) – 5 winners

First Prize: Daikin 1HP air con (Inverter) – 10 winners

Second Prize: RM100 Touch n' Go e-wallet Reload Pin – 50 winners

**Lotus's Winners – to be selected out of entries with purchases made from Lotus's stores only**

Grand Prize: LG Instaview Refrigerator Net (601L GC-X247CKAV) – 1 winner

First Prize: Daikin 1HP air con (Inverter) – 3 winners

Second Prize: RM100 Touch n' Go e-wallet Reload Pin – 20 winners

**Watsons Winners – to be selected out of entries with purchases made from Watsons stores only**

Grand Prize: Dyson Airwrap™ styler Complete – 1 winner

First Prize: RM100 Touch n' Go e-wallet Reload Pin – 10 winners

- (a) Prizes are not transferable, exchangeable or redeemable for cash. K-C reserves the right to replace any prize with another of equivalent value without notice. K-C accepts no responsibility for any variation in the prize values.
- (b) All ancillary costs, including delivery charges and all federal, provincial, state and/or local duties/taxes are the sole responsibility of the winner(s).
- (c) To the extent permitted by law, no representations or warranties are made as to the quality, suitability or merchantability of any prize (or any part of it). Acceptance of any prize will, to the extent permitted by law, constitute a full release and discharge of K-C by each winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) this Promotion; (ii) personal injury and/or property damage, theft or loss suffered by the winner as a result of the use and/or enjoyment of the prize; and/or (iii) any tax liabilities in relation to this Promotion, prize and/or use or enjoyment of the same.

7. **Winners and Judging Criteria.**

- (a) Selection of winners will be done at the end of this Promotion.
- (b) Every valid purchase worth RM10 and above (in a single receipt) with the correct answer will be given ONE (1) random serial number.
- (c) Eligible participants will be shortlisted by the automated randomization system in separate pool of stores (Nationwide, Lotus's and Watsons) after the end of the Promotion Period.
- (d) For Nationwide Winners, 65 entries will be shortlisted as winners; for Lotus's Winners, 24 entries will be shortlisted as winners and for Watsons Winners, 11 entries will be shortlisted as winners.

- (e) Each participant can only win 1 Prize throughout the promotion.
- (f) The list of winners will be announced on Kotex Malaysia Facebook page (<https://www.facebook.com/KotexMalaysia>). Winners will be notified and informed via phone call and followed by an email. Winners are required to provide their mailing address and confirmed email address. Physical prizes will be delivered by courier and Touch n' Go wallet Reload Pin will be sent by SMS to the winners.
- (g) Prizes will take approximately 4 to 6 weeks to be delivered to the winners after notifying the winners.
- (h) In the event that the shortlisted participant cannot be contacted, K-C reserves the right to select the next shortlisted participant as the winner.
- (i) No substitution or transfer of prize shall be permitted except at the option of K-C. K-C reserves the right to substitute a prize of equal value in place of advertised prizes that are unavailable. Prizes cannot be exchanged for cash.
- (j) The results will be final and K-C will not entertain any appeals.

8. **Release and Indemnity.** To the extent permitted by applicable law, each participant, by entering this Promotion, expressly releases K-C from any claim, action or demand arising out of or in connection with this Promotion or their prize, if any. Participants will indemnify K-C, its agents, employees, representatives, associates, affiliates, parent and subsidiary companies against any and all claims, losses, costs, damages, liability and expenses arising out of the participant's breach of any of these Terms.

9. **Disclaimers.**

- (a) K-C will accept no responsibility for late, lost or misdirected mail. Further, to the extent permitted by law, K-C is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's computer, related to or resulting from participation in this Promotion.
- (b) If this Promotion cannot run as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, prohibition by the relevant authorities or any other causes beyond the control of K-C which corrupts or affects the administration security, fairness, integrity or proper conduct of this Promotion, K-C reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend this Promotion as it sees fit.
- (c) K-C is not liable for any loss or damage whatsoever which is suffered (including, without limitation, indirect or consequential loss), or for personal injury suffered or sustained, as a result of participation in this Promotion, except for any liability which cannot be excluded by law.

10. **Governing Law and Jurisdiction.** The laws of Malaysia shall govern these Terms and participants agree to submit to the exclusive jurisdiction of the Courts of Malaysia for all matters arising from or in relation to this Promotion.

11. **Privacy Notice.** By participating in this Promotion, participants agree and consent to allow his/ her personal data being collected, processed and used by K-C and/or its affiliates, partners and promotion agencies for the purpose of this Promotion and in accordance with K-C's Privacy Policy which may be viewed at <https://www.kotex.com.my/privacy-policy>.

K-C and/or its affiliates, subsidiaries, partners and promotion agencies will collect each participant's personal information for the purpose of administering the Promotion, including notifying and verifying successful participants, and announcing their names on (<https://www.facebook.com/KotexMalaysia>). Personal information may be disclosed to authorized third parties in administration of this Promotion on behalf of K-C and/or its affiliates, subsidiaries, partners and Promotion agencies.

Any information and/or personal data which the participant will provide, or which is otherwise gathered in the context of this Promotion, will be used by K-C and/or its affiliates, partners and promotion agencies in compliance with the applicable legislation. This means, in particular, that any Personal Data processing carried out by K-C and/or its affiliates, partners and promotion agencies will respect the principles of lawfulness, fairness, transparency, purpose limitation, storage limitation, data minimization, accuracy, integrity and confidentiality.

Participants have the right to request access to and change the personal information provided. If you want to enquire, view and modify the personal information provided, please contact us at [contest@shopperplus.com.my](mailto:contest@shopperplus.com.my)