

## TERMS & CONDITIONS

### AEON Kita Malaysia TikTok and Instagram Contest

1. The “**AEON Kita Merdeka TikTok and Instagram Contest**” (“**Contest**”) is organised by AEON CO. (M) BHD. (“**AEON**”) (“**Organiser**”).
2. The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period (“**Participant(s)/Participant/Participants**”). Those below the age of 18 would require parental guidance and utilize parents’ social media accounts.
3. This Contest shall commence from **26 Aug 2021 to 16 Sept 2021** (“**Contest Period**”). Entries received outside the Contest Period shall be automatically disqualified.
4. There are two categories of Contest which are TikTok (video) and Instagram (photograph).
5. To participate in this Contest, the eligible Participant(s) must have a valid and public Instagram account and/or TikTok account.
6. For TikTok category, the Participant shall create Merdeka themed video on TikTok with hashtag #AEONKitaMalaysia and/or post Merdeka themed photograph on Instagram by including the three main hashtags #AEONBersyukur #AEONBerjuang #AEONBangkit . Winning participants would need to provide the details required (i.e. customers name, address and contact number) to AEON Social Media Team via Direct Messages (DM) once winners have been determined.
7. The Participant(s) is entitled to submit one (1) entry per social media handle (Instagram OR TikTok).
8. There is no limitation on the number of participations (1 entry per profile) during the Contest Period, however, each Participant may have one chance to win one (1) prize only.
9. All entries shall be submitted before 10 p.m., 16 Sept 2021. Any late submission thereafter shall automatically be disqualified and any appeals shall not be entertained.
10. Each submission shall be subject to the verification of the Organiser. In the event the submission’s information is false or inaccurate, without containing the information of hashtags or does not meet the required rules as stated in the posting, the submission of the Participant will be disqualified.

11. The Organiser reserves the right to reject any entries or submissions which are incomplete, illegible, disfigured, submitted beyond the deadline or such other reasons as the Organiser deems fit.

12. The prizes of the Contest are listed as follows:

Prize	Qty per competition category	Photography (Instagram) Competition (RM)	Videography (TikTok) Competition (RM)	Total (RM)	Selection
1 <sup>st</sup> Prize	1	3,000	3,000	6,000	AEON Committee
2 <sup>nd</sup> Prize	1	2,000	2,000	4,000	
3 <sup>rd</sup> Prize	1	1,000	1,000	2,000	
Special Recognition : Silver Hair Category	3	200	200	2400	AEON Committee
Special Recognition : Kids under 12 category	3	200	200	2400	AEON Committee
Special Recognition : 3 Generation Category	3	200	200	2400	AEON Committee
Special Recognition : AEON Employee	3	200	200	2400	AEON HR Photo / Video Taken in AEON uniform
Consolation Prize	17	50	50	3,400	Remaining of the Top 20 most voted
<b>Total</b>	<b>32</b>			<b>27,000</b>	

(Collectively referred to as “**Prizes/Prize**”) only – 64 sets of prizes for BOTH categories to denote 64 years of Merdeka.

13. The winners will be selected through the AEON Committee. Consolation Prizes would be based on ‘likes’ system and/or any other similar system, or in any method as the Organiser may determine at its absolute discretion.

14. The winners of the Contest will be announced in October 2021 or another date as the Organiser deem fit in its absolute discretion.

15. The winners will be asked for contact details through DM, and given notice via phone or email or mail or Organiser’s FB or such other communication methods deems fit by the Organiser.

16. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the postal notification to the winners.

17. The Prizes will be given to the winners virtually OR physically at the AEON’s outlet as determined by the Organiser.

18. All winners shall claim their Prizes within the period determined by the Organiser upon the announcement of the winner list. Should the winners fail to claim the Prizes within the time allocated, the Organiser reserves the right to forfeit the Prizes or award the Prizes to another participant or winner.

19. In the event of a disqualification after the Prizes have been awarded, the Organiser reserves the right to demand for the return of the Prizes or payment of its equivalent value from the disqualified Participant.
20. Winners must abide by the Terms and Conditions of the sponsors or third parties arranging and/or providing for all the Prizes and the Terms and Conditions attached to all the Prizes, if any.
21. The Organiser reserves the right, at its absolute discretion, to substitute any of the prizes with that of similar value without any prior notice.
22. The Prizes are non-transferable, non-returnable and not exchangeable for cash, credit, voucher and such other items in part or in full value.
23. Prize(s) are given out on an "as it is" basis. The Prize(s) 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.
24. 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 Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser have 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.
25. The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Contest 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.
26. The Organiser, 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 Contest, as well as the redemption and/or utilisation of any Prize won.
27. The decision of the Organiser in all matters relating to this Contest shall be final and binding. No correspondences, queries or appeals in respect of any decision of the Organiser will be entertained.

28. The Organiser reserve the right to omit, add or amend these Terms and Conditions at any time without any prior notice. Any new or amended Terms and Conditions will supersede the existing Terms and Conditions with immediate effect.
29. By participating in this Contest, Participant(s) agrees to be bound by the Contest's Terms and Conditions, the decisions of the Organiser, and all terms and conditions imposed by any sponsors governing the use of the Prizes. Participant(s) warrant and represent that the entry photograph and/or video is original and does not infringe intellectual property rights of any third party.
30. By participating in this Contest, the Participant consents to the use of his/her name and photograph by the Organiser for advertising and publicity purposes. 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 Contest, and the Participant's name, and/or likeness, for advertising, publicity and Contest 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.
31. 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 this Contest.

#### **PRIVACY NOTICE PURSUANT TO PERSONAL DATA PROTECTION ACT 2010**

By participating in this Contest, the Participant agrees to the processing of the Participant's personal data by the Organiser in accordance with the Privacy Notice in <https://www.aeonretail.com.my/privacy.html>

*Penterjemahan:*

*Dengan menyertai peraduan, Pelanggan bersetuju dengan pemprosesan data peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [https://www.aeonretail.com.my/privacy\\_bm.html](https://www.aeonretail.com.my/privacy_bm.html)*