

## Terms & Conditions for FWD Takaful #BakarSemangat Contest

### Introduction

1.1 These terms and conditions will be used for “FWD Takaful #BakarSemangat Contest” (hereinafter referred to as “Contest”) organised by FWD Takaful Berhad (hereinafter referred to as “Organiser”).

1.2 This Contest will be held within the Contest Duration stated below. The Organiser has the right to end, postpone or extend the Contest at any time. If a postponement or sudden end of the Contest were to occur, the Organiser can choose to not give away any prizes.

1.3 To avoid further doubt; the end, postponement or cancellation of the Contest does not allow the Participant (as defined below) or winners to claim for damages from the Organiser for any losses faced by the Participant as a result, whether direct or indirect, of the end, postponement or cancellation by the Organiser.

### Contest Duration

2.1. The Contest will be held from 22nd August 2021 to 28th August 2021. Submissions received after Contest Duration will not be entertained.

2.2. The Organiser has the rights to modify, postpone, or reschedule the Contest Duration accordingly.

### Eligibility

3.1 This Contest is open to:

- a) Malaysian citizens only;
- b) Malaysian residents; and
- c) Aged 18 years old and above

(hereinafter referred to as “Participant”).

3.2 The Organiser may ask for proof of eligibility from the Participant. Failure to do so may lead to disqualification.

3.3 The Organiser has the right to disqualify a Participant’s contest entry and/or reclaim the Prize (at any stage of the Contest) if, in the Organiser’s observation, the contest entry does not adhere to Contest Criteria (as stated below).

3.4 The following groups are not allowed to join the Contest:

- Employees of the Organiser including their immediate family members (partner, children, siblings and parents);
- Employees of advertising agency(ies) and/or promotional service providers for the Organiser including affiliated companies and their immediate family members (partner, children, siblings and parents).
- FWD Takaful agents and their immediate family members (partner, children, siblings and parents).

3.5 The Organiser shall not be liable for any losses, damages, or costs incurred or suffered by any Participants as a result of the Participants' participation in the Contest. Furthermore, the Organiser shall not be liable for any default of its obligations under the Contest due to any force majeure event which includes, but is not limited to, natural disaster, war, riot, lockout, industrial action, fire, flood, drought, storm, or any other event beyond the reasonable control of the Organiser.

### **Contest Criteria**

Step 1: Participant must like/follow the FWD Takaful Facebook or Instagram page.

Step 2: Participant must share a message they would like to tell the Malaysian para-athletes, in the comments of the Contest post.

Step 3: Participant must also tag two (2) friends in the comment.

Step 4: If Participant chooses to be in the running to win an additional RM250 Shopee voucher, they must name an FWD Takaful product that is for children with special needs in the comment as well.

### **Prizes**

5.1 Twenty-five (25) winners will be selected from each Contest to win one (1) FWD #TeamMalaysia official jersey each.

5.2 Two (2) winners will be selected to win a RM250 Shopee voucher each. To win, they must fulfill Step 4 from the Contest Criteria above.

5.3 Winners will be selected based on creativity.

5.4 Winners will be announced within 1 day after the contest deadline, through the Organiser's official Facebook and Instagram page.

5.5 Winners will be contacted via Personal Message from the Organiser's Facebook or Instagram page and they will have to provide their personal details within three (3) days after the Contest winner announcement.

Should the winner fail to provide the required personal details to the Organiser after 3 reminders, their prizes will be retracted and the Organiser has the right to choose a different winner.

The Organiser is not responsible for any losses (including loss of chance and any other losses) resulting from uncontactable winners.

The Organiser will not be held responsible for any error, delay or defect in notification to the Participant or the winners sent via telephone, Facebook or Instagram Private Message.

5.6 All prizes are given on an "as is" basis and are not exchangeable for cash, credit, other items or vouchers, in part or in full. The Organiser shall reserve the right at its absolute discretion to substitute any of the prizes with that of similar value, at any time without prior notice.

5.7 The Organiser is not responsible if Participant fails to use the prizes given to them before their expiry date.

## **Judging Criteria**

6.1. Entries will be judged based on the Contest Criteria met by 12.00 midnight on 28th August 2021.

6.2 The comment written as entry by the Participant must not contain any personal data of the Participant, inappropriate content, or any content owned by any third party.

6.3. The Organiser's decision in all matters relating to the Contest shall be final and conclusive and binding on the Participant. Participation in the Contest shall be construed as consent to any decisions made by the Organiser. The Organiser will not entertain any discussions, correspondence, inquiries, appeals or disputes in relation to any decision made.

6.4. Participant may not dispute or make any verbal or written complaints, public announcements, or statements on this matter either during or after the Contest Period

## **Indemnity**

7.1. The Participant shall exclude, waive and discharge the Organiser, its agencies, sponsors and representatives at all times from and against any and all liabilities, costs, losses, or expenses that the Participant or any party claiming through the Participant may hereafter arise from the acceptance of any Prize or participation in the Contest, including (but is not limited to) personal injury and damage to property, and is either not directly related or foreseeable.

7.2. Participant will indemnify the Organiser, its affiliates, agents, and sponsors from and against all liabilities, costs, losses, or expenses incurred as a result of a breach of warranty and undertaking by the Participant, and any breach of these Terms and Conditions and/or any Contest laws and regulations.

## **Costs**

8.1. All costs incurred by Participant in connection with and/or in relation to the Contest, including but not limited to postal service charges or Internet Service Provider (ISP) charges (if applicable), all transportation costs, communication charges, accommodation, food costs, and other relevant costs incurred by the Participant in the Contest will be borne entirely by the Participant. The Organiser has no obligation to reimburse the Participant for any costs and expenses incurred.

## **Governing Law**

9.1. The Terms and Conditions of this Contest shall be construed, governed and construed in accordance with the laws of Malaysia.

**Other matters**

10.1. The Participant are not entitled to assign any rights or subcontract any of the obligations herein. The Organiser reserves the right to assign or license the whole or any part of its rights hereunder to any third party determined by the Organiser.

10.2. Any of the terms which are invalid and unenforceable will not affect or affect the continued enforcement of the remaining Contest Terms and Conditions.

10.3 Any variation (of any of the Terms and Conditions stated herein) shall be binding on the Participants (through any notice displayed at the Organiser's Facebook or Instagram accounts).

10.3. By participating in this Contest, Participant agrees and consents to their personal data (which includes all relevant responses and photographs) or their information to be collected, processed, and used by the Organiser for the purposes of this Contest, such as advertising or publicity in media such as recordings audio and/or visual, broadcast through newspapers, television networks, radio stations or online and digital media on the Internet.