

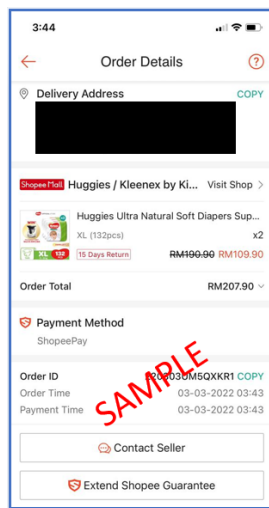
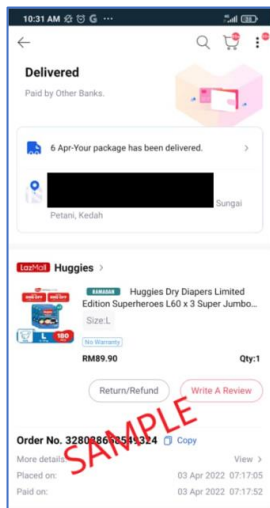
**TERMS & CONDITIONS (“Terms”)**

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> March 2023 to 23:59:59, 30<sup>th</sup> April 2023 (“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 RM80 worth of Huggies® AirSoft™/ Huggies® Naturemade™/ Little Swimmers products/ Huggies® Baby Wipes in a single receipt within the Promotion Period.

**Contest Submission:**

- i. **Buy**  
Purchase minimum RM80 worth of Huggies® AirSoft™/ Huggies® Naturemade™/ Little Swimmers products/ Huggies® Baby Wipes in a single receipt within the Promotion Period.in a single receipt from any of the nationwide retail stores selling Huggies®.
- ii. **WhatsApp Proof of Purchase and Full Name**  
WhatsApp screen capture/image/photo of the receipts/order details page as proof of purchase and full name to 012-9616843. Every receipt/order detail page must clearly state the date of purchase, item purchased, receipt number/order number and store purchased. Every proof of purchase is valid for ONE (1) entry only.

**SAMPLE PROOF OF PURCHASE**



The participant can submit more than one entry, but each entry must be with a different proof of purchase. Entries submitted which are incomplete, illegible, entries with photocopied proof of purchase or shown purchasing incorrect items that are not entitled to participate in the contest and/or spoiled proof of purchase 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 becomes 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: -

Grand Prize: iPhone 14 Pro 256GB – 1 winner

Second Prize: Apple Watch SE – 1 winner

Instant Prize: RM5 Touch 'n Go eWallet Reload PIN – First 1,300 winners with correct answer

- (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.**

**General**

- (a) Selection of winners will be done after the end of Promotion Period.
- (b) Every purchase worth RM80 and above of Huggies® AirSoft™ products and/or Huggies® Baby Wipes (in a single receipt) are qualified to participate.

- (c) Qualified participants will win ONE (1) Prize each.

**Grand Prize, Second Prize and Instant Prize**

- (d) Participants who have made a purchase in accordance with these Terms are eligible to participate in the Contest where their details will be key in the contest system once for 1x entry.
- (e) Eligible participants will be shortlisted by the automated contest system.
- (f) The total of qualified entries will be divided by 24 to shortlist participants. The qualified entry selected after division will be the closest lower whole number e.g. if there are total of 900 qualified entries, the total qualified entries will be divided by 24 and rounded to the closest lower whole number i.e. 37. The 37<sup>th</sup>, 74<sup>th</sup>, 114<sup>th</sup> and so on will be the selected shortlisted participants.
- (g) From the first 48 shortlisted participants, 24 participants with the highest purchase of the product will be shortlisted for the call by K-C contest management agency where participants are required to answer the skill testing question.
- (h) In the event that the eligible participant cannot be contacted with an attempt of 3 times at 3 different hours to have the participant answer the skill testing question, K-C shall be entitled to disqualify such participant and at its sole discretion choose the next eligible participant to be called.
- (i) In the event where the same participant is being selected for more than once as a winner, the next subsequent eligible participant will be called.
- (j) The list of winners will be announced on Huggies® Malaysia Facebook page (<https://www.facebook.com/HuggiesMalaysia>)
- (k) **Grand Prize and Second Prize:** Winners are required to provide their mailing address. Prizes will be delivered by courier. Prizes will take approximately 4 to 6 weeks to be delivered to the winners after notifying the winners.
- (l) **Instant Prize:**
  - i. **First 1,300 entries with the correct answer is qualified to win Touch 'n Go eWallet reload RM5.**
  - ii. **Each qualified winner's mobile number can only win maximum 4 Instant Prizes throughout the Promotion.**
  - iii. Touch 'n Go eWallet Reload PIN will be WhatsApp to the winner's mobile number. Prizes will take approximately 2 to 4 weeks to be WhatsApp to the winners after notifying the winners.
- (m) No substitution or transfer of prize shall be permitted except at the sole option of K-C. K-C reserves the right at its sole discretion to substitute a prize of equal value in place of advertised prizes that are unavailable and/or change the retailer of prizes. Prizes cannot be exchanged for cash.
- (n) 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.huggies.com.my/en-my/privacy-policy> and below.

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 Huggies Malaysia Facebook page. 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.

Personal information may be transmitted to data storage facilities or servers located outside Malaysia or to affiliates or trusted third parties based outside Malaysia so they may process personal information on K-C's behalf, and K-C can use and process the personal information for the purpose which it was collected.

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)