

TERMS AND CONDITIONS

SECTION A

Promotion Title	: Kinder Bueno Stand to Win Experiences Prizes (" Promotion ")
Promotion Period	: 1 October 2023, 0000hrs to 15 November 2023, 2359hrs
Coverage	: Malaysia
Promotion Organizers	: Ferrero Malaysia Sdn Bhd. (" Ferrero ")

1. ELIGIBILITY

- A. This Promotion is open to citizens and permanent residents of Malaysia aged 18 years old and above.
- B. All employees of Ferrero, its affiliates, subsidiaries, distributors, alliance partners, advertising, promotions and third party agencies, and their relatives up to the second degree of consanguinity and affinity are disqualified from joining this Promotion.

2. PRIZE DETAILS

The following 4 prizes have been allocated for this Promotion:

- **4 Hour Charter Yacht Cruise for 8 pax from Puteri Harbour, Johor worth RM 4,500 (1 winner)**
 - Voucher is valid from 30th November 2023 to 30th April 2024.
 - Winner must email the vendor, The Yacht Club (MY), at theyachtclub.my@gmail.com to make their bookings and to present the voucher.
 - The voucher is valid for use on weekdays and weekends.
 - For public holidays and peak seasons, the winner may contact the vendor directly to arrange for an upgrade.
 - Water sport activities are allowed for passengers aged 15 and above.
 - There are no age restrictions to board the yacht.
- **Trip.com Gift Card worth RM 1,500 (8 winners)**
 - Trip.com Gift Card worth RM 1,500 ("**Gift Card**").
 - Gift Cards can only be used to book travel products and services on the Trip.com website.
 - Gift Cards will be valid till 15th August 2026
 - Card holders may reach out to Trip.com's customer service for an extension if the gift card is unused and expired. Trip.com reserves the right, at their sole discretion, to grant or refuse extensions. Any extension granted will be for a maximum of 6 months. For more information on Trip.com's customer service, please visit <https://www.trip.com/pages/support/?locale=en-XX&curr=MYR>.
 - The balance on a Gift Card can be used for the payment of multiple bookings.
 - Gift Cards cannot be exchanged, returned, or redeemed for cash.
 - Trip Coins will be earned when purchasing a gift card, however Trip Coins will not be earned for bookings paid for with Gift Cards.
 - Gift Cards cannot be used to purchase additional gift cards. Trip.com reserves the right to adjust, at their sole discretion, the scope and types of the redeemable products and services at any time.
 - When a Gift Card is used to pay for products or services priced in a different currency to the currency the Gift Card is denominated in, the amount deducted from the payment for the products/services shall be determined by a currency conversion conducted with the then applicable exchange rate. This will be displayed to the card holder before the deduction is applied. By proceeding with the transaction, the card holder is deemed to have accepted the exchange rate.

- Any loss or gain arising from a change in the exchange rate applicable at the time the Gift Card was purchased and the time the Gift Card is used shall be borne or enjoyed by the gift card holder and Trip.com shall not bear any liability.
 - In the event of cancellation of a travel product or service booking that has been purchased using a Gift Card, the refund rules applicable to that booking shall apply and any refund of any amount paid via the Gift Card shall be refunded to the Gift Card. If the total cost of the travel product or service booking was higher than the value of the Gift Card, the additional cost shall be refunded back to the original payment method, unless agreed otherwise. If the booking was paid for with multiple Gift Cards, the total amount paid via Gift Cards will be refunded to the Gift Card with the longest validity period, unless agreed otherwise.
- **Le Petit Chef – Unique Dining Experience for 2 pax worth RM 1,196 (8 winners)**
 - Le Petit Chef Dining Voucher for 2 pax worth RM 1,196.
 - This voucher can only be redeemed with reservations made prior to dining-in and is for dine-in only. One (1) voucher is valid for the specified number of pax only.
 - Advance reservation is required, and confirmation is subject to availability.
 - The voucher is valid until the date stipulated thereon and cannot be extended.
 - This voucher is inclusive of 6% Sales and Service Tax (SST) but excludes other incidental expenses.
 - Additional expenses beyond the inclusions of this package will be charged in a separate bill which will be paid by the diner. Ferrero will not be liable for any additional expenses incurred by the diner.
 - This package is not valid in conjunction with any other promotions, packages, discounts, existing bookings, and special rate programmes.
 - This package is not redeemable for cash, nor can it be sold or exchanged for any products or services other than specified.
 - This package is non-refundable, non-cancellable and is not for commercial use.
 - Any unauthorized transfer, sale or reproduction constitutes fraud.
 - Any lost or damaged voucher will not be replaced.
 - Grand Hyatt Kuala Lumpur reserves the right of final decision in any case of dispute arising from use of this package, which includes request for alternative forms of payment if the ticket is found fraudulently obtained or used.
 - **Genting SkyWorlds Theme Park Tickets for 2 pax worth RM 378 (15 winners)**
 - Winners are to email in their preferred visit date to feedback@kinderbuenosg.com within 6 months from the date of winner announcement 21st November 2023.
 - Tickets are non-transferrable and cannot be redeemed, returned or exchanged for cash.
 - Children with a height of 110 cm and above will be charged the same rate as adults.
 - Children aged 0-17 must be accompanied by a paying adult.
 - Re-entry is allowed once the ticket code provided in the ticket is linked to the Genting SkyWorlds App.
 - Only original and valid tickets will be recognised at the entrances. Entry will be denied if the ticket is damaged, torn, duplicated, photocopied or forged. The theme park operator reserves their right to take action against any person holding tickets which are suspected to be obtained by fraud or illegally.
 - Once redeemed, each ticket is only valid for the date and time specified on the ticket. Please scan the QR code on the ticket to enter and/or re-enter the Genting SkyWorlds Theme Park and please ensure the ticket holder's biometrics is duly registered. Hand stamps for re-entry are only available if the ticket holder's biometrics cannot be registered due to health or other acceptable reasons.
 - Ticket holders should keep their ticket with them at all times. Ticket holders are required to produce their ticket upon request.
 - Due to safety and security concerns, all bags, parcels, clothing and any other items or personal belongings may be subject to screening/security checks at the entrances

and/or any part(s) of the Genting SkyWorlds Theme Park (which may be repeatedly conducted at different area(s))

- Visitors must adhere to rules and regulations of the park at all times. Please visit <https://www.gentingskyworlds.com/en/rules-regulations.html?spm=Activity.PackageDetailsPopups.Link&clickId=a7bb37f790> for more information.
- The activation of the “Rainy Day Guarantee” is subject to Genting Management’s approval. Please visit <https://www.gentingskyworlds.com/en/tickets/rainy-day-guarantee.html> for more information.
- Visitors are encouraged to download the VQ app to make prior reservations for Theme Park Rides and Attractions. Please visit <https://www.gentingskyworlds.com/en/tickets/vq-reservations.html> for more information.

This Promotion is in no way sponsored, endorsed, administered by, associated or affiliated with the providers or suppliers of the Prizes. Prizes are subject to the respective merchant’s further terms and conditions (if any).

3. INFORMATION RELATING TO HOW TO JOIN, WINNER SELECTION AND GOVERNING LAW

- (a) **Products:** Any Kinder Bueno product (Kinder Bueno 43g, Kinder Bueno White 39g, Kinder Bueno 129g, Kinder Bueno White 117g, Kinder Bueno 430g, Kinder Bueno Mini 86.4g) imported by Ferrero Malaysia Sdn Bhd. Please check that “Ferrero Malaysia Sdn Bhd” is indicated as the importer on product packaging to ensure eligibility for this promotion.
- (b) **Website:** www.kinder.com/standtwin
- (c) **Format of Contest Entry:** Take the quiz and answer three questions correctly. Winners will be chosen when the three questions are answered correctly in the fastest time. Should there be a tie, the earliest participant(s) who submitted his/her entry will win.
- (d) **Date of announcement of winners:** 21 November 2023.
- (e) **Governing law:** Malaysia.

SECTION B

4. HOW TO JOIN AND RULES OF ENTRY

Step 1: Purchase the Products as specified in Section A3 in a single receipt. Each valid receipt entitles participants to only one chance to participate in the Promotion. Participants may submit multiple receipts for multiple chances. However, each unique participant can only win once.

Step 2: To participate, visit the Website as specified in Section A3 and select 1 out of 4 prizes as specified in Section A2. Each receipt entitles the participant to select 1 prize, and participant will participate in the contest within the selected prize per receipt. Participants may submit multiple unique receipts to participate in the contest for different prizes.

Step 3: In the same Website, participants must upload their receipt / proof of purchase and enter their particulars.

By sending his/her particulars to the Website, the participant confirms that he/she has read, understood, and accepted the Terms and Use and Privacy Policy available at the Website and the participant agrees and consents that Ferrero and its service providers for this Promotion may collect, use and process his/her personal data in connection with this Promotion.

Step 4: To complete the registration, submit the Contest Entry as specified in Section A3(c). Prizes will be awarded based on Section A3(c). Each unique participant can only win once.

- A. The receipt/proof of purchase needs to have the following printed clearly:
 - i. the name of the store where the Products are purchased;
 - ii. date of purchase (purchases made before the start date of Promotion as specified in Section A will not be accepted);
 - iii. receipt number; and
 - iv. quantity and description of the Products purchased.
- B. Participants can submit multiple entries as long as each entry meets the requirements of these terms and conditions.
- C. In the event of a dispute as to the identity of an online participant, entries will be deemed made by the name appearing on the entry.
- D. Ferrero reserves the right to determine the suitability of the entries at its sole and absolute discretion, and to disqualify any entries it determines to be incomplete, ineligible, or inappropriate for any reasons.
- E. If any winner is subsequently discovered to be ineligible to participate in the Promotion or to receive a Prize, Ferrero reserves the right to (i) forfeit or withdraw the Prize at any time; or (ii) (where such Prize has been redeemed) claw-back the Prize or require the relevant participant to repay to or compensate Ferrero the value of the Prize at any time. No person shall be entitled to any payment or compensation from Ferrero should the Prize be forfeited or withdrawn, if the Prize is reclaimed by Ferrero, or if a winner is asked to repay to or compensate Ferrero the value of the Prize for whatsoever reasons.
- F. Ferrero is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, undeliverable email, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, telephone, telephone line or other telephone, electronic device or network related problems or errors, whether caused by the sender or by any of the equipment or

programming associated with or utilized in this Promotion, or by any human error which may occur in the processing of the entries in this Promotion. If, in the opinion of Ferrero, there is any suspected or actual evidence of tampering with any portion of this Promotion, or if technical difficulties compromise the integrity of this Promotion, Ferrero reserves the right to terminate this Promotion and determine a winner using all eligible entries received as of the date of termination or to modify this Promotion in a manner deemed appropriate by Ferrero.

5. WINNER SELECTION

- A. Selection of winners will be done at the end of the Promotion.
- B. The winner will be selected based on Section A3(c).
- C. Each unique receipt entry can only stand to win the prize that was selected during the registration stage.
- D. Each unique participant can only win once throughout the Promotion. The list of winners (their names and the last 4 digits of their mobile phone numbers) will be announced on the date as specified in Section A3 via the website as specified in Section A3.
- E. In case a participant who has participated with 2 or more unique receipts for 2 or more different prizes becomes the top player for 2 or more different prizes, the participant will be awarded with the prize of higher value. Winners will be notified and informed via email and call. Winners are required to provide a copy of their Malaysian identity card or foreigner identification being passport or permanent resident personal identification card to verify that they are in fact a citizen or permanent resident of Malaysia (where applicable) aged 18 years old and above.
 - a. For digital vouchers, winners must sign a quit claim form, for the voucher or the redemption method to be sent to the winners via the same e-mail address.
 - b. For physical vouchers, winners must sign a quit claim form and winners will be required to provide their mailing address for the prizes to be delivered to them at the address provided. It will take around 1 month from the date the winners provide their mailing address for the prizes to be delivered to the winners.
- F. If the winners cannot be contacted within 1 week or if the winners fail to provide the required details including a quit claim form for redemption, they will automatically be disqualified and Ferrero will have the option to choose another winner.
- G. Ferrero will not be responsible for any redemption that has exceeded the validity period as mentioned in these terms and conditions.
- H. Winners shall be responsible for any (if any) additional costs, duties, taxes and/or other incidental expenses which may be incurred as a result of and/or related to the winners' claiming and/or acceptance of the prize.
- I. No substitution or transfer of prize shall be permitted except at the option of Ferrero. Ferrero reserves the right to substitute a prize for equal value in place of advertised prizes that are unavailable.
- J. The prize is awarded "as is" with no warranty, either express or implied, from Ferrero. Winners should reach out to prize vendor for enquiries.
- K. Acceptance of a prize constitutes permission to use the winner's name and/or likeness for advertising purposes without further notice or compensation, unless prohibited by law.
- L. Ferrero shall decide in its absolute and sole discretion which submissions shall be included and posted on the website as specified in Section A3. Ferrero reserves the right to alter or modify any winning entries at its discretion.
- M. The decision of the panel of judges is final and no correspondences will be entertained.
- N. Winners will not be eligible to participate in the next consecutive Kinder Bueno "Stand to Win" consumer promotions conducted within 12 months from the date of announcement of winners for

this Promotion. “Buy and Redeem” promotions are excluded. For this purpose, participants agree that the personal information of the winners may be collected and stored for 12 months from the date of announcement of winners.

6. OTHER LEGAL TERMS AND CONSIDERATIONS

- A. In consideration of participant's submission being reviewed and evaluated for this Promotion, each participant hereby grants to Ferrero a non-exclusive, perpetual, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such submission, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without any further right of approval. Each participant authorizes Ferrero and/or its affiliates, partners and promotion agencies to utilize the submission submitted to Ferrero and to make derivative works from such material in any manner they see fit. Each participant agrees that the results and proceeds of such use shall become the property of Ferrero and/or its affiliates; and shall be freely assignable by Ferrero and/or its affiliates and that Ferrero and/or its affiliates shall have no obligations whatsoever to participant. Each participant releases Ferrero and/or its affiliates, partners and promotion agencies, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith.
- B. By participating in this Promotion, participants agree to abide by and be bound by these official terms and conditions of participation and the decisions of the judges appointed by Ferrero. Failure to comply with the said terms, conditions, rules, regulations, instructions or methods will result in a participant's disqualification.
- C. All users shall hold Ferrero and/or its affiliates free and harmless from any liability in case an entry is found to have infringed upon any third party's rights, including copyright, publication right, or any other intellectual property or proprietary right, as permitted by applicable law.
- D. In no event shall Ferrero and/or its affiliates be liable to the participants for any monetary amount greater than the value of the prizes due to the prize winner under the rules and regulations of this Promotion.
- E. Ferrero and/or its affiliates shall not be liable to the participants in contract, tort or negligence or otherwise for any loss, damage, costs or expense of any nature whatsoever incurred or suffered by the participant and which is of indirect or inconsequential nature, including without limitation any economic loss or other loss. By participating in this Promotion and accepting the Prizes, the participants and winners waive any and all claims of liability against Ferrero and/or its affiliates, its employees and agents, for any injuries, losses, or damages of any kind caused by any Prize or resulting from the acceptance, possession or use or misuse of the Prize, or which may occur from the conduct of, or participation in, the Promotion, or while preparing for, participating in, and/or traveling to and from any prize-related activity. Prizes will be awarded “as is” with no warranty or guarantee, either express or implied, by Ferrero. Ferrero does not guarantee any third party's performance, nor does it guarantee any of the services or materials provided by any third party.
- F. Ferrero reserves the right to amend the terms and conditions of this Promotion, as well as to suspend, modify or cancel this Promotion at any time with no prior notice.

7. PRIVACY POLICY

By participating in this Promotion, participants agree and consent to allow his/ her personal data being collected, processed, transferred outside of Malaysia and used by Ferrero and/or its affiliates, partners

and promotion agencies for the purpose of this Promotion and in accordance with these terms and conditions and Ferrero's Privacy Policy, which may be viewed at <https://www.kinder.com/my/en/privacy>.

Ferrero 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 and last 4 digits of their mobile phone numbers on the website as specified in Section A3. Personal information may be disclosed to authorized third parties in administration of this Promotion on behalf of Ferrero and/or its affiliates, subsidiaries, partners and Promotion agencies and all collected personal data will be deleted in entirety after 12 months from the date of announcement of the winners for this Promotion.

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 Ferrero 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 Ferrero 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 or withdraw the personal information provided. If you want to enquire, view, modify or withdraw the personal information provided, please contact us at privacy.apac@ferrero.com

8. GOVERNING LAW

This Promotion shall in all respects be governed by the laws of the country as specified in Section A3. However, it shall be the participant's sole responsibility and obligation to ensure that he/she complies with and do not contravene any laws to which he/she may be personally subjected to.

9. CONTACT INFORMATION

Should there be any questions regarding this Promotion, you can reach us at standtowin@shopperplus.com.my or visit the website as specified in Section A3.