

**VICO BACK 兔 (Tù) SCHOOL CAMPAIGN  
TERMS AND CONDITIONS**

**A: Schedule to Conditions of Entry**

**Organiser** Maestro Swiss Industries Sdn. Bhd. **(497251-W)**  
**Contest** **VICO BACK 兔 (Tù) SCHOOL CAMPAIGN**

**Contest Period** The Contest shall commence from 1 December 2022 00:00:00 until 31 January 2023. at 23:59:59 (“**Contest Period**”). All entries must be received by the Organiser during the Contest Period, failure to do so shall result in the submission not being accepted, entertained, or considered as part of the Contest, and will be automatically disqualified.

Contest Period:

- Week 1: Thursday, 1 December 2022 00:00:00 until Sunday, 11 December 2022 at 23:59:59
- Week 2: Monday, 12 December 2022 00:00:00 until Sunday, 18 December 2022 at 23:59:59
- Week 3: Monday, 19 December 2022 00:00:00 until Sunday, 25 December 2022 at 23:59:59
- Week 4: Monday, 26 December 2022 00:00:00 until Sunday, 1 January 2023 at 23:59:59
- Week 5: Monday, 2 January 2023 00:00:00 until Sunday, 8 January 2023 at 23:59:59
- Week 6: Monday, 9 January 2023 00:00:00 until Sunday, 15 January 2023 at 23:59:59
- Week 7: Monday, 16 January 2023 00:00:00 until Sunday, 22 January 2023 at 23:59:59
- Week 8: Monday, 23 January 2023 00:00:00 until Tuesday, 31 January 2023 at 23:59:59

**Eligibility** The Contest is open to all Malaysian citizens and permanent residents in Malaysia aged 18 years and above with valid identification number (MyKad or MyPR) as on 1 December 2022. (each a “**Participant**” and collectively, the “**Participants**”). The Organiser reserves the right to request for identification document as proof and for purposes of verifying the identity of a Participant.

The following groups of persons shall not be eligible to participate in the Contest:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses);
- (b) Employees of the Organiser’s agencies associated with the Contest and their immediate families (spouse, children, parents, siblings, and their spouses).

## Entry Method

### STEP 1 – PURCHASE

Purchase a minimum of Ringgit Malaysia FIFTEEN (RM15.00) (“**Minimum Value**”) worth of any **Vico Products** within a single receipt (“**Proof of Purchase**”) within the Contest Period.

Every purchase of Ringgit Malaysia FIFTEEN (RM15.00) under the same receipt will be counted as one (1) contest entry. Eg: Purchasing RM35 of Vico Products in one receipt will grant you two (2) contest entries.

There is no limit to the number of contest entries that can be submitted with the requisite **Vico Products Variants** and Minimum Value being fulfilled during the Contest Period.

### STEP 2 – SCAN QR / WHATSAPP

Scan Contest QR Code or directly initiate a WhatsApp chat window with 013-330 3269.

### Step 3 – SUBMIT

Submit your Proof of Purchase with Full Name (as per MyKad) and I.C. No. via contest official WhatsApp number 013-330 3269.

Upon validation of the personal details submitted by the Participants, the Organiser will send a message indicating successful submission of the Contest to all the qualified Participants.

## Entry Deadline

All entries must be received by the Organiser on or before 23:59:59 on 31 January 2023.

## Criteria and Process of Winners’ Selection

### Criteria and Process of Winners’ Selection

- Each entry must be submitted via the contest official WhatsApp number provided.
- All Participants are required to provide personal details as below:-
  - a. Full Name as per IC
  - b. MyKad/MyPR Number
- Weekly Winners will be selected based on total number of valid Entries received weekly throughout the weekly contest period and divided into SIXTY ONE (61). For example, a total of 1,000 valid entries received, this number will be divided by 61 and rounded to the nearest whole number which is 16. Valid entry at the sequent of 16th, 32nd, 48th, and so on will be the weekly winners.
- Shortlisted winners will be contacted by the Organizer via WhatsApp number and required to answer a general question correctly before qualify as final weekly winners.
- ONE (1) Participant with ONE (1) IC number is entitled for ONE (1) prize redemptions only.

- If the winner can't be contacted within 2 days, the Organizer reserve the right to cancel the winner and replace with another winner.
- The Organiser's decision is final, and any appeal or other communication or correspondence regarding such decision will not be entertained by the Organiser.
- All the entries must be comprehensive and adhere to all the terms and conditions stated above. Any incomplete entries shall be automatically disqualified.

#### **Winners Notification & Announcement**

Weekly Winners will be announced on Vico Malaysia's Facebook page.

\*Winners for Week 7 & Week 8 will be announced on the same day.

#### **Contest Prizes**

There are total of FOUR HUNDRED AND EIGHTY **(480)** prizes to be won:-

- Smiggle Giggle 4-pc Bundle (included backpack, pencil case, lunch box and water bottle) x 60 winners per week x 8 weeks

#### **Prizes Redemption & Delivery**

- Organiser will contact all the winners via phone or WhatsApp number @ 013-330 3269.
- Organiser will not be responsible if the winner cannot be contacted for any reason whatsoever.
- For the prizes handling, all winners will be contacted via phone or WhatsApp number @ 013-330 3269.
- Upon successful validation, all Prize[s] will be delivered to the address provided by the winners within sixty (60) working days after the winners' announcement. The Organiser reserves the right at its absolute discretion to extend the timeline as the Organiser deems necessary.
- While the Organiser shall exercise reasonable care in delivering the Prize[s], the Organiser will not be held liable in the event of non-receipt, delay or damaged delivery of the Prize[s] to the Winner[s]. All unclaimed Prize[s] will be forfeited.
- In the event there is a manufacturing defect in any of the Prize(s) received by the winner, the winner must return the said Prize[s] to the Organiser at his/her own cost, undamaged and in its original packaging, within two (2) weeks of receipt of the Prize[s] failing which the Prize will not be replaced. Organiser shall reserve the right to substitute any of the Prize[s] shown with another Prize of similar value, at any time without prior notice. There will be no cash alternatives or refunds will be offered.
- All costs and expenses incurred and/or arising from the participation in the redemption, including but not limited to telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Redemption shall be borne solely by the Participant. Any written requests or queries should be addressed to the Organiser's Customer Service via WhatsApp number @ 013-330 3269

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, collectively "**Terms and Conditions**", and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Contest (hereinafter referred to as "**Participants**", "**Participant**", "**You**", "**you**", "**your**").*

## **B: Conditions of Entry**

### **1. Introduction**

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Contest Period, make Prize substitutions, cancel, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser's decision on all matters relating to the Contest including judging and selection of winners will be final, binding, and conclusive on all Participants, and no correspondence or appeals will be entertained.

### **2. Contest Entries**

- 2.1 By submitting an entry to the Contest, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Contest, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Contest shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

### **3. Eligibility**

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as

may be prescribed by the Organiser), from their parents/legal guardians before participating in the Contest and submitting any personal information.

- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Contest including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

#### **4. Ineligibility**

The following groups of persons shall not be eligible to participate in the Contest:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Contest and their immediate families (spouse, children, parents, siblings, and their spouses).

#### **5. Representation and Warranties**

The Participant(s) warrants to the Organiser that: -

- (a) he/she/they has/have met all the eligibility criteria to participate in the Contest;
- (b) he/she/they shall provide such proof as reasonably requested by the Organiser including (but not limited to) for the purpose of identity verification pursuant to the Contest; and
- (c) all the statements (if any and if so required) made by the Participant(s) to the Organiser are true correct accurate and complete for the purpose of the Contest.

#### **6. Disqualification**

6.1 The following entries will be disqualified:

- (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
- (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.

6.2 In addition, the Organiser reserves the right to disqualify any Participant that:

- (a) undermines, has or attempted to undermine the operation of the Contest by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organiser when requested.

6.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

#### **7. Prizes**

7.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery

- Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 7.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 7.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 7.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Prizes.
- 7.5 Prize(s) are given out on an “as it is” basis. The Prize 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.
- 7.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 7.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment. Original MyKad/MyPR of the winner must be presented for the Prize collection or redemption.

## **8. Publicity**

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 (collectively the “Materials”), 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.

## **9. Intellectual Property Rights**

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 has 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.

## **10. Indemnity**

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Maestro Swiss Industries Sdn. Bhd.”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

## **11. Limitation of Liability**

- 11.1 The Participant's participation in the Contest shall be at the Participant's own risk.
- 11.2 The Organiser, Maestro Swiss Industries Sdn. Bhd., 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.

## **12. General**

- 12.1 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.
- 12.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Contest, in particular that relates to the Prize, are the properties of their respective owners. This Contest and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies.
- 12.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
- 12.4 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 the Contest.
- 12.5 Where the Terms and Conditions of the Contest is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 12.6 The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **13. Privacy Notice**

- 13.1 To ensure compliance with any applicable laws regarding the personal data protection including but not limited to the Malaysian Personal Data Protection Act 2010 ("PDPA") (as may be revised from time to time) the Participant(s)' information pertaining to personal data furnished to the Organiser shall be collected, stored, retained, processed, used or otherwise dealt with solely for the Contest and the transaction contemplated under the Contest and shall be in full compliance with the applicable personal data protection laws and/or PDPA and the Participant(s) is/are deemed to have consented to the same.
- 13.2 By participating in this Contest, you consent to Maestro Swiss Industries Sdn. Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Maestro Swiss Industries Sdn. Bhd.") and service providers, agents and contractors who

- provide administrative and business support to us and act on our behalf (“Authorised Third Parties”) (collectively “Organiser”, “us”, “we” or “our”) to process your personal information provided in the Contest Form for purposes of the Contest. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.
- 13.3 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and Contest information or materials about our products, services, samples, any other events or contests organised by the Organiser. Please indicate your agreement (or otherwise) and your contact option in your Submission if you agree to the use of your personal information for the purpose under this Clause 13.2.
- 13.4 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 13.5 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 13.6 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at <https://www.maestroswiss.com/privacy-policy/>.
- 13.7 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our privacy policy at <https://www.maestroswiss.com/privacy-policy/>.
- 13.8 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us. All your written requests or queries should be addressed to:  
Contact: Personal Data Protection Officer
- Address: 61-2 & 62-2 Block E, Zenith Corporate Park, Jalan SS 7/26, Kelana Jaya 47301 Petaling Jaya, Selangor; or
  - Web Form: <https://www.vico.com.my/contact-us/>; or
  - Call us: 03 – 7803 3022
- 13.9 Please note the Organiser requires your personal information in order to process your participation in the **VICO BACK 兔 (Tù) SCHOOL CAMPAIGN**, without which we will not be able to process your application.
- 13.10 For a more detailed description of our privacy practices, please refer to our Privacy Policy at <https://www.maestroswiss.com/privacy-policy/>. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.
- 13.11 We may require you to provide your sensitive personal information (such as data relating to your physical or mental health) if you apply to participate in any contest organised by us. We will only use your sensitive personal information for the purposes of the specific contest that we are organising, as well as to advise you on products that are suitable for your current health status and lifestyle. Nonetheless, you have the right to refuse to provide your sensitive personal information or to revoke your consent to us processing your sensitive personal information at any time. However, failure to provide such sensitive personal information or revocation of your consent to process such information may result in us being unable to process your participation in such relevant contest organised by us.



#### **14. Anti-Bribery**

- 14.1 The Participant(s) will, at all times, comply with all applicable anti-bribery and anti-corruption legislation, regulations, and applicable rules, codes of practice and standards, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 (“**MACC**”), failure which the Participant(s) shall be disqualified from the Contest in accordance with clause 6 herein. Further, the Organiser shall reserve its rights to reject and not to entertain future submission(s) by the said Participant(s) for any contest and/or event held by the Organiser.