# Yang Yang Standee Snap & Win Terms & Conditions

# **Event Name:**

Yang Yang Standee Snap & Win ("Event")

### **Event Period:**

16<sup>th</sup> of July 2023 – 28<sup>th</sup> of July 2023

# **Event Details:**

Twenty (20) participants with Eligible Entry (as defined below) will be selected by Honor Technology (Malaysia) Sdn. Bhd. ("**HONOR**") to win one (1) unit of exclusive Yang Yang merchandise consisting one (1) postcard and one (1) pillow per participant ("**Gift(s)**").

# **Eligible Entry:**

- 1. To participate in this event, the participants must complete the steps below to be regarded as eligible entry to the Event ("Eligible Entry"):
  - Step 1: Head to the nearest HONOR Experience Stores
  - Step 2: Capture a selfie/photo with Yang Yang human standee
  - Step 3: Post the photo on the participant's own Facebook or Instagram account (Note: Participants must set their post as "Public")
  - Step 4: Include hashtag #HONOR90YangYang #HONOR90 #KlikKlikLagiCun
- 2. Each post will be regarded as one (1) Eligible Entry if it is shared within the Event Period based on all the steps above.

# Winner Announcement:

- 1. Each participant will be entitled to a maximum of one (1) Eligible Entry only for this Event.
- 2. Winner(s) will be selected by HONOR upon completion of the steps set out above, subject to these Terms and Conditions.
- 3. Winner(s) will be contacted via private message on their Facebook or Instagram account.

# **Gift(s) Collection/Redemption Method:**

- 1. HONOR reserves the rights to replace or substitute the Gift(s) with prizes of similar value without prior notification at its sole and absolute discretion. Decisions by HONOR will be final and no appeals will be entertained.
- 2. Winner(s) of the Gift(s) will receive a notification message from HONOR official Facebook or Instagram account ("Notification Message") within fourteen (14) days from the date of the end of the Event Period to inform about the requirements for Gift(s) collection ("Notification Date"). Winner(s) of the Gift(s) are required to reply to the Notification Message within seven (7) days from the date of the Notification Message together with the contact details. In the event that the winner(s) fail to reply to the Notification Message within seven (7) days from the date of Notification Message

with all the information required, the Gift(s) won will be forfeited automatically by HONOR.

- 3. HONOR reserves the right to disqualify, cancel or withdraw any winner(s) in the case where there is any inconsistency in the details submitted.
- 4. Any unclaimed Gift(s) under this Event after seven (7) days from the Notification Date will be forfeited by HONOR. The winner(s) of the unclaimed or forfeited Gift(s) are not entitled to any payment or compensation from HONOR, notwithstanding non-receipt of the Message Notification.
- 5. HONOR will contact winner(s) of the Event regarding the delivery or redemption of the Gift(s). The winner is responsible to make the necessary arrangements with the designated distributor/agents (as notified by HONOR) to collect or redeem his/her Gift(s). HONOR will not bear any costs for delivery or transportation and/or any such other costs that the winner(s) may have incurred in the course of redeeming and/or collecting the Gift(s).
- 6. The Gift(s) are not covered by any warranty of HONOR.
- 7. The Gift(s) are not exchangeable for cash and/or other items, and they are non-transferable.
- 8. The Gift(s) are subject to availability and HONOR reserves the right to replace or substitute the Gift(s) with another gift of the equivalent value.

# General:

- 1. By participating in the Event and providing personal data, the participants:
  - (a) agree and provide consent to HONOR to the use, collection, processing and storing of any personal data of the participants for the purpose the Event, to the extent that such personal data shall only be used, collected, processed and stored by HONOR in compliance with the Personal Data Protection Act 2010 and other applicable laws and for lawful purpose related to the Event, including but not limited to the purposes of promotional events, advertising, marketing and any administrative matters to facilitate the management and organizing of the Event;
  - (b) confirm that they have read, understood and agreed to the <u>HONOR's Marketing Activities</u> <u>Privacy Statement</u>. The participants further agree that HONOR, its employees, authorised agent and/or third party service providers may contact them by telephone, email and any such other manner;
  - (c) agree to be bound by these Terms and Conditions applicable to the Event and HONOR's decisions shall be final and no appeal will be entertained. HONOR reserves the right to the final and ultimate interpretation of these Terms and Conditions; and
  - (d) agree to grant HONOR a perpetual and non-exclusive license to use any footage and photographs, voice, biographical information and/or statements which are produced during the Event and/or relating to the Event, at any time or times, in all media types worldwide for advertising, trade, publicity and promotional purposes and the participants will not be entitled to any fee for such use.
- 2. HONOR reserves the right to revoke any participant's eligibility in the Event there was any false identity or information submitted by the participant in the submission.
- 3. Any gift given during the Event is not transferable exchangeable or refundable for cash. HONOR reserves all rights in its sole discretion to replace or substitute the gift with any other gifts subject to availability.

- 4. HONOR shall not be responsible for any losses or damages directly or indirectly incurred by the participants and any other parties in connection with or arising from any acts or omissions in any way related to the Event.
- 5. The participants acknowledge and agree that the participants shall use and browse the Facebook or Instagram website/platform at their own risk. HONOR, and any third party related to the Event, including Facebook or Instagram, shall not be liable for any direct, incidental, consequential, indirect or punitive damage caused by accessing, using, browsing or downloading any materials, data, texts, photos, videos or audio on the website, including but not limited to damage to computer equipment or virus infection, or damage to other property. Save as aforesaid, all contents contained on the website/platform are provided "as is" without warranties of any kind, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The participants further agree to discharge and release HONOR and any third party related to the Event from any liabilities and claims (including from breach of contract, tort, negligence or any other cause of actions at law or equity) arising out of or in any way connected to the Event.
- 6. Without prejudice to the foregoing and save where otherwise prohibited by the law, in no event shall HONOR be liable to the participants and any other party for any indirect, consequential, exemplary, incidental or punitive damages (including lost profits or revenue) arising from and/or in connection with the Event.
- 7. By participating in the Event, the participants agree to indemnify and keep HONOR and its affiliates, subsidiaries, their officers, directors, shareholders, predecessors, successors in title, employees, agents and representatives indemnified and harmless from any claims, losses, damages, liability, claims or expenses (including any legal fees), suffered or incurred by HONOR due to or in any way arising from the Event.
- 8. The Event and these Terms and Conditions shall be governed by the laws of Malaysia. Any disputes, controversy or claim arising out of or in connection with the Event shall be subject to the exclusive jurisdiction of the courts in Malaysia.