

## Hair Revolution - Spend and win (3<sup>rd</sup> August 2023 – 4<sup>th</sup> September 2023) Terms and Conditions

### Introduction

This “Hair Revolution - Spend & Win” contest is organized by Watson’s Personal Care Store Sdn Bhd (“Contest”). The Contest is governed by the terms and conditions (including any amendments made thereto by Watsons Malaysia from time to time) herein contained (“Terms and Conditions”). By participating in the Contest, it shall be deemed that you have read, understood and accepted the Terms and Conditions any other relevant terms applicable and available on Watsons platform and by the decisions of Watson’s, which shall be final and binding in all respects.

Please do not proceed with the participation of the Contest if you do not accept any of the Terms and Conditions. The Contest is in no way sponsored, endorsed, administered by or associated with Facebook or its affiliates.

### Eligibility

To participate in the Contest, the contestant must,

1. Be a legal resident of Malaysia;
2. Hold a valid identification card;
3. Be active registered Watsons members, issued by Watsons Malaysia only.

The following persons are not eligible to take part in the Contest:

1. Permanent and/or contract employees of Watsons Malaysia and/or their immediate family members (i.e., spouses, children, parents, brothers and sisters).
2. Advertising & promotion agents and vendors who are directly involved with this Contest; and

### Contest Period

The Contest begins from 3<sup>rd</sup> August 2023 and ends on 4<sup>th</sup> September 2023, at 11.59 PM (“Contest Period”). All entries received after the Contest Period shall automatically be disqualified.

### Contest Mechanic

- To participate in the Contest, contestants must spend at least RM100 on any Hair Care Products in Watsons Malaysia’s Store or Online within the Contest Period to be eligible for this contest
- Contestants must fill up the contest form and attach with the receipt proof. Contest form: <https://survey.aswatson.net/WISE/index.php/948543/lang-en>
- Any entries with cancelled orders will not be added in the accumulative spend for this Contest

### Winning Selection and Announcement

A total of 12 winners will be selected based on Top Spender for participating brand products, and criteria determined by Watsons Malaysia in its sole and absolute discretion.

We may opt to announce the results of the Contest in our social media page and/or other online platforms own and operated by us (e.g., Watsons Facebook Page wall) within SIXTY (60) days after the end of Contest Period. We will notify the winner via private message on the Contest Page or via e-mail (whichever applicable) (“Notification”). In the Notification, we may ask for your personal information for verification purposes and/or to arrange for delivery of the prizes.

Each potential winner is responsible to respond to the Notification and provide their details (full name, date of birth, contact number, mailing address & e-mail address) within SEVEN (7) working days from the date of Notification. Failure to do so, prizes shall be forfeited or disposed of at the discretion of Watsons Malaysia.

Watsons Malaysia reserves the right to disqualify or reject, at its sole and absolute discretion, any contestants and/or revoke or forfeit any prizes at any stage of the Contest if Watsons Malaysia is of the opinion that:

1. The contestant is not eligible in accordance to the terms herein stated;
2. The entries are incomplete and/or failure to comply with any of the Terms and Conditions;

3. The contestant breaches any of the Terms and Conditions or other rules and regulations of the Contest or violates any applicable laws or regulations;
4. The contestant has undermined or tampered or attempted to undermine or tamper the operation or process of the Contest in any way whatsoever, including but not limited to fraud, cheating or deception;
5. The entries contain third party intellectual property rights that are used without prior consent from the rights holder;

The entries contain obscene, profane, vulgar, abusive, hateful, threatening, harassing, offensive or otherwise inappropriate language, imagery or material, including without limitation any message/image which contains (a) swearing; (b) comments or actions which appear to be discriminatory of any person, company or group of individuals, for example, comments of a racist, sexist or homophobic nature; (c) sexual innuendo, sexual language or sexual acts, actions or gestures; (d) promoting any illegal unlawful activity such as drug use; (e) any message/image that appears to be an advertisement or solicitation to buy; and (f) any materials (whether written or visual) that directly or indirectly relate to Watsons Malaysia competitors or that show any intention of promoting any brand other than Watsons Malaysia; or

6. The profile is removed or deleted within the winner selection or contact process.

### **Prizes**

X1 Grand prize winner will receive: RM5,000 worth of travel voucher

Consolation prize winner will receive:

- Tier 1: RM3,000 worth of travel vouchers
- Tier 2: RM2,000 worth of travel vouchers

Prize may be subject to additional terms and conditions, and it is the winner's responsibility to read and understand such terms and conditions.

Prizes are not exchangeable for cash or other deals or goods or credit of any kind. Watsons Malaysia reserves the right at its absolute discretion to substitute any of the prizes with alternative prizes or similar value at any time without prior notice. The prizes are given on an "as is" basis.

All prizes will be delivered to the stated mailing address after Watsons Malaysia has received the winner's personal information via Private Message (PM)/Direct Message (DM)/e-mail once relevant verification on the winner has been performed by Watsons Malaysia.

Watsons Malaysia reserves the right to request from the winner proof of his/her identification before giving out the Prize.

### **Disclaimer, Indemnity and Right of Watsons Malaysia**

The contestants understand and agree that the access to the Contest Page, the participation of the Contest and the usage of the Contest is solely at his/her own risk and the contestants agree to assume full responsibility and agree that Watsons Malaysia shall not under any circumstances be liable to any contestants or other person whether in tort, contract, statute or otherwise for any direct, indirect, incidental or consequential damage and costs, and for damages for any loss of profit or revenue or otherwise, arising out of or in connection to any use of, access to, participation or inability to use or access or participate in the Contest or the Contest Page and that Watsons Malaysia makes no warranty or representation of any kind, including but without limitation to the following:

- (i) the continuous, uninterrupted and error-free operation of the Contest Page or Contest;
- (ii) the accuracy of the information or statement provided herein;
- (iii) freedom from any actual, direct, indirect, incidental or consequential loss, destruction, damage, corruption, attack, interference, hacking, or other security intrusions whatsoever; or
- (iv) the security and freedom from any computer viruses or other contaminating or harmful properties.

The contestants acknowledge and agree that to the fullest extent permitted by law, Watsons Malaysia disclaims any and all liabilities for any claims for damages, losses, costs and/or expenses arising from or related to the Contest.

By participating in this Contest, the contestants grant Watsons Malaysia and its partners and affiliates an irrevocable, royalty-free, perpetual, license to use their Submission (including all copyrighted material contained therein) and/or to feature them in any advert or promotional material (including release of their photographs) as well as the right to use their personal data for the purposes of this Contest or for marketing purposes without any compensation whatsoever. The winners undertake to provide such documents in this regard as may be requested by Watsons Malaysia.

#### **Intellectual Property Rights**

The Contest Page and Contest and any information available on it including, but not limited to, text, graphics, photographs, diagrams, symbols, icons, images, music, source codes, software and trademarks (including the collection, arrangement and compilation of such information), are protected by copyright, design, trademark and other intellectual property rights owned by or licensed to Watsons Malaysia, its licensors or other third parties.

Save where such usage as expressly permitted by statute, the contestants are not allowed to copy, use, adapt, reproduce, publish, upload, download, post, transmit, broadcast, sell, store in any retrieval system, modify, alter, display in public or distribute in whatsoever manner any contents of the Contest Page or the Contest, whether in whole or in part, for any purpose whatsoever without the prior written approval of Watsons Malaysia. When expressly permitted by statute, the contestants may download materials displayed on the Contest Page or Contest for non-commercial, personal use only as long as the contestants keep all copyright, trademark and other proprietary notices intact.

All submission made by the contestants are original work of the contestants or the copyright has been licensed to the contestants and the posting of the comments do not and will not infringe the copyright or any intellectual property right of any party. Each contestant shall indemnify and keep Watsons Malaysia indemnified against all losses, damages, fines, penalties, costs, expenses, claims, actions and/or proceedings that Watsons Malaysia may incur and/or suffer as a result of the contestant's breach of this provision.

#### **Personal Data Protection Act 2010 ("PDPA")**

- a) By participating in this contest, all contestants consent to allow Watsons Malaysia to process and disclose to any third party, all personal data of the contestants provided by the contestants pursuant to this contest for any and all purposes relating to this Contest and any and all other activity relating to or arising from the course of business or businesses of Watsons Malaysia including, without limitation for the running of this contest and or any event or publicity of the contest in any form or through any media without additional compensation, notification or permission.
- b) The contestants acknowledge that Watsons Malaysia is authorized to process the personal data provided pursuant to this contest in accordance with its privacy policy which can be found on <http://www.watsons.com.my/privacy-policy>.
- c) For further details or any enquiries regarding this clause and privacy policy of Watsons Malaysia, please contact our Customer Service.

#### **Other Terms**

Watsons Malaysia reserves the right to change, suspend or alter the terms and conditions of the contest, or terminate the contest, at any time and for any reason. Watsons Malaysia's decisions on all matters relating to this contest are final and binding and no correspondence will be entertained.