

## **Extra Tuah Challenge (“Contest”)**

The Contest is organised by LBS Bina Group Berhad (hereinafter known as “the Organiser”). By participating in the Contest, you agree to be bound by the following terms and conditions as stipulated herein (consisting of the General Terms and Conditions and the Specific Terms and Conditions) between you and the Organiser (“Contest Terms”). By participating in this Contest, you are deemed to have read and agree to the Contest Terms herein mentioned. You agree that the Organiser may include additional terms to and/or vary the Contest Terms at our sole discretion at any point of time and any additional and/or variation of the terms shall be incorporated by reference immediately at the point of time in which it is implemented. You are advised to visit this page from time to time to be updated of the latest Contest Terms.

In the event of any inconsistency between any terms and conditions stipulated in any of the Organiser’s marketing brochures, leaflets, buntings, or otherwise any other platforms and the Contest Terms stipulated herein, the latest Contest Terms shall prevail.

### **A. GENERAL TERMS & CONDITIONS**

#### **1. CAPACITY AND REPRESENTATION**

- 1.1 To be eligible to participate in the Contest, you must be aged eighteen (18) and above in Malaysia or have attained an age of majority in the jurisdiction in which you are domiciled to enter legally binding contracts.
- 1.2 You acknowledge and agree that all information provided by you which will be relied upon by the Organiser is true, accurate, and not misleading. The Organiser reserves the right to request for more information from you in the event the information provided by you is deemed insufficient failure by which may result in your disqualification from the Contest.
- 1.3 You shall be responsible to update us immediately in the event that you discover that any information made by you is erroneous, outdated, or insufficient. Kindly note that failure by you to provide the necessary information to us may result in your disqualification from the Contest.
- 1.4 You further acknowledge that we will rely on any information provided by you and that any false, inaccurate, and/or misleading information may cause losses and damage to us. You agree to hold harmless and indemnify us, our directors, our employees, our agents, our affiliates, and any other third parties facilitating the Contest from the losses and damage suffered as a result of the false, inaccurate and/or misleading information provided by you.

- 1.5 You shall not use the Contest as a means or manner to facilitate or promote any illegal, immoral, violence, hate speech, racially disparaging, defamatory and/or fraudulent content (hereinafter be referred to as "Refrained Content") wherein any evidence of such Refrained Content occurring out of this Contest, the Organiser shall not be made responsible whatsoever and you will be subjected to a disqualification by the Organiser.
- 1.6 By participating or entering this Contest, you are not violating any constitutive documents, applicable law, policies, regulation, rules, other terms, and conditions, and/or contracts that you have entered, agreed, or bound into with any third parties in any jurisdiction.
- 1.7 You will comply with all applicable laws, by-laws, rules, regulations, policies, instructions, directions, orders and/or directives from the Organiser, any governmental organization, and/or relevant authorities.

## **2. PRIVACY**

- 2.1 All information provided by you shall be collected, stored, used, and retained by us in accordance with our Personal Data Protection Act Notice. You are to read, acknowledge and accept our Personal Data Protection Act Notice which is incorporated by reference herein and can be found at <https://lbs.com.my/pdpa-notice/>

## **3. TAX AND DISBURSEMENTS FEES**

- 3.1 You shall bear all expenses including but not limited to transportation, personal expenses, insurance, stamp duties, transfer fees, taxes, any other duties and/or any other costs, fees and/or related expenses incurred pertaining to the Prize (hereinafter defined).
- 3.2 You shall be solely responsible to declare your Prize winnings with the relevant tax authorities and pay for any levy, duty, charges, and tax that is imposed (if any). The Organiser shall not in any way be held liable to pay any charges, tax, levy, fines and/or duty that are imposed on the Winners by the relevant tax authorities for the Prize winnings.

## **4. PRIZES**

- 4.1 The Organiser shall not assume any liability and responsibility whatsoever in the event of any mishaps, injuries, damages, death, claims and/or accidents suffered by your participation in the Contest and/or from the use of the Prizes.

- 4.2 You shall not hold the Organiser harmless against any liability and claims and agree to indemnify the Organiser completely for any claims, damages, losses, and liability arising from and/or in relation to your use of the Prizes.
- 4.3 You agree and acknowledge that the Organiser provides no representation or warranty of any kind whatsoever in respect of any defect or other faults in relation to the Prize, and that the Prize displayed in any marketing or promotional materials are for illustration purposes only which may not depict the actual color, material, model, and/or specification of the actual Prize.
- 4.4 The Organiser shall not be liable to compensate and/or rectify any defect or other faults in the Prizes. You shall contact and refer to the supplier, manufacturer, distributor and/or reseller of the Prizes in the event that you have any queries, concerns, and issues regarding the Prizes.
- 4.5 The Organiser shall not be liable to compensate and/or rectify any defect or other faults in the Prizes. You shall contact and refer to the supplier, manufacturer, distributor and/or reseller of the Prizes in the event that you have any queries, concerns, and issues regarding the Prizes.
- 4.6 You agree that the Prize is non-transferable, non-refundable, non-exchangeable for cash without the Organizer's express written consent. The Organizer reserves the right to substitute any Prize with that of a similar value without prior notice to you.

## **5. INDEMNITY**

- 5.1 You agree to indemnify and keep indemnified the Organiser, its directors, employees, agents, affiliates, and any other third parties facilitating the Contest against all liabilities, losses, damages, and expenses which the Organiser may incur or suffer as a result of or in connection with and any breach and violation of Contest Terms herein or any representation or warranty given by you.

## **6. PROMOTIONAL MATERIALS**

- 6.1 You agree that the Organiser shall have the right to interview you, take photographs, and videos as well as use your personal details which shall include your name(s) for our marketing campaign materials for the purposes of advertising, trade and/or publicity in accordance to the Privacy clause above. You acknowledge that any interview results, photographs and videos shall be solely owned by us.

## **7. MISCELLANEOUS**

- 7.1 The Organiser reserves the right at its sole discretion to suspend, modify, extend, delay, or terminate the Contest at any time without prior notice to you.
- 7.2 Any decisions taken by the Organiser are final and binding on you and the Organiser shall not be obliged to entertain any queries, claims, requests, or correspondences after the decision of the Organizer has been made.
- 7.3 The Organiser shall have the absolute right to disqualify any individual that it determines to be tampering with and/or disrupting the operations of the Contest, and/or to be acting in breach or potential breach of these Contest Terms.
- 7.4 Any provisions applicable to this Contest which is prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition, or unenforceability without invalidating the remaining provisions.

## **8. DISCLOSURE**

- 8.1 This Contest is in no way sponsored, endorsed or administered by, or associated with Meta Platforms, Inc (formerly known as Facebook, Inc). The Organiser expressly excludes any losses, claims, and/or actions arising from any glitch, malfunction, shut down, and/or otherwise use arising specifically from Facebook, Instagram or any platform (whether or not derivative) from Meta Platforms Inc.

## **B. SPECIFIC TERMS AND CONDITIONS**

### **“Ekstra Tuah Challenge” Contest**

#### **Contest Period**

The Contest period shall commence from 1 April 2023 and shall end on 31 May 2023 at 11:59 PM (“Contest Period”). The Organiser in its sole discretion reserves the right to extend or vary the Contest Period. All entries received before or after the Contest Period shall be invalid and will not be entertained.

#### **Method of Participation**

**To participate in the Contest, participants must: -**

- i. Visit LBS Raya Campaign Landing Page @ ([www.raikanrezeki.lbs.com.my](http://www.raikanrezeki.lbs.com.my)) (“Landing Page”)
- ii. Click the “Play Now” button on the banner on the Landing Page.

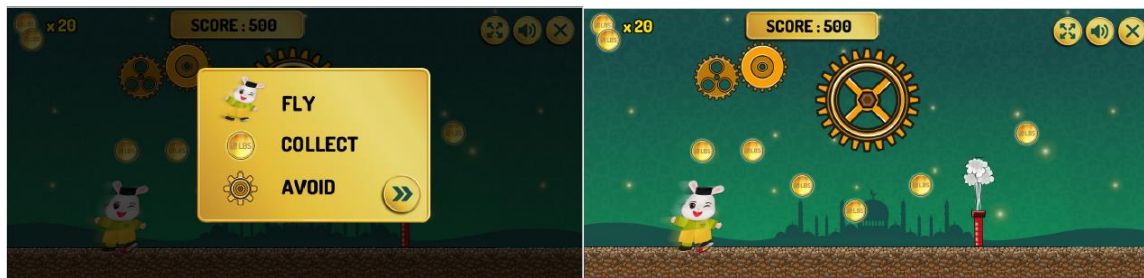
iii. Play the game in accordance to the rules of the game as demonstrated in the Contest Visual/Posting below and attempt to collect as much points as they can.

iv. Submit the final score after the game has ended by clicking the “Submit Score” button.

v. Fill in the required information and click the “Submit” button.

vi. Only the first Entry of the Participant will be considered, regardless of multiple entries submitted.

**Contest Visual / Posting**



**Contest Prizes**

Winner category	Quantity	Prizes	Winner Selection
Grand Prize Winner	1	Ogawa Air Purifier-SilvioMate	<b>Grand prize winner</b> will be selected based on the participant with the highest score

1 <sup>st</sup> Runner-up	1	Ogawa Foot Massager – O.M.G	<b>1<sup>st</sup> Runner-up</b> will be selected based on the participant with the 2 <sup>nd</sup> highest score
2 <sup>nd</sup> Runner-ups	20	Ogawa Neck Massager-Tinkle Touch	<b>2<sup>nd</sup> Runner-ups</b> will be selected based on the 20 participants with the highest score subsequent to the 1 <sup>st</sup> Runner-up
Consolation Prize Winners	30	15x Ogawa RM100 Discount Voucher (“Ogawa Vouchers”)  15x RM100 Watsons e-Voucher (“Watsons e-Vouchers”)	<b>Consolation Prize Winners</b> will be selected based on the 30 participants with the highest score subsequent to the 2 <sup>nd</sup> Runner-ups.

The Organizer shall announce the winners of the Contest on **Thursday, 15 June 2023** or any other date of the Organiser’s choosing after the Contest Period ends (“Winner Announcement Date”).

**Selection of Winners**

The winners will be selected based on the highest number of scores being the Grand Prize Winner and all other scores in the lower corresponding category as described above. In the event that there are participants which have achieved the same number of scores, the Organizer shall perform a draw of the participants with the similar scores and the winners shall be selected based on the order of the said draw.

**Prize Redemption Details**

- The winners upon being selected, shall be required to submit a form specifying contact details (“Submission Form”).
- The Grand Prize winner, 1<sup>st</sup> Runner-up winner, 2<sup>nd</sup> Runner-up winners and 15 Ogawa Vouchers winners are required to collect their respective prizes at a location to be notified by the Organizer.
- In relation to the 15 Watsons e-Vouchers, it will be emailed to the respective winners within seven **(7) working days** after the contact details of the winners are provided to the Organiser the Submission Form.
- The Organiser will not be held responsible and reserves the right to forfeit and/or assign the prizes to another participant should the initial winner(s) fail and/or neglects to collect the prizes and/or or provide

their respective contact details via Submission Form within 60 days from date of Winner Announcement Date.

## **DISQUALIFICATION**

The Organizer reserves the right to disqualify: -

- a) Any submissions as stated above in the event that; the submission of any comment(s), photo(s), screenshot(s) and/or image(s) relevant are manipulated, blur, unclear, and/or containing inappropriate content, including but not limited to vulgarity, obscenity, lewd, pornographic or violent material, or materials which promote violence or which disparages the Organizer or any other person or entity, or contain trademarked or copyrighted material;
- b) Any entry which the Organiser considers to have been made in breach of this Contest terms and conditions.
- c) Any entry which the Organiser suspects and/or determines to have been submitted via the assistance, facilitation and/or instruction by any programs, software, application and/or otherwise technological function (whether malicious or otherwise) including but not limited spamware and malware such that distorts the Contest, and/or is otherwise unethical, illegal, and immoral.