

## **Raya Ekstra TikTok 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be responsible to update us immediately in the event that you discover that any information made by you is erroneous, outdated, or insufficient.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**

### **Raya Ekstra TikTok Challenge (“Contest”)**

#### **Contest Period**

The “Raya Ekstra TikTok Challenge” Contest period shall commence from **1st April 2023** and shall end on **31 May 2023, 11:59 PM** (“Contest Period”) in collaboration with Healthy World Lifestyle Sdn Bhd (“Ogawa”). The Organiser reserves the absolute right to extend or vary the Contest Period in its sole discretion. All entries received before or after the Contest Period shall be invalid and will not be entertained by the Organiser.

#### **Method of Participation**

**To participate in the Contest and be eligible for the Prizes, participants must: -**

1. Have an existing TikTok account prior to commencement of the Contest and make their account privacy settings as public;

2. Follow the Organiser and Ogawa social media account on TikTok with the handle “*lbsbinagroup*” and “*ogawamalaysia*” respectively and remain followed throughout the Contest Period;
3. Record a video showing the participant dancing to the specific dance moves and audio via the steps below: -
  - i. Click the “Record” button;
  - ii. Click the “Add Effect” button and pick “Raya Ekstra TikTok Challenge”;
  - iii. Once the countdown on the filter appears, follow the dance moves from the demo video; and
  - iv. Use the chosen audio song for the contest
4. Post your video on your TikTok account (“Dance Video”) and describe in the caption of the Dance Video, a creative answer to the question “Why do you want to win this dance challenge with LBS?”;
5. Tag “*lbsbinagroup*” & “*ogawamalaysia*” and include the hashtags #RayaEkstraTikTokChallenge #LBSBinaContest in the caption of the Dance Video;

For the avoidance of doubt, the participants shall not include in their Dance Video, any element of religious artefacts, innuendos, racially disparaging and/or themes which promotes and/or incites violence and/or racial disharmony.

### **Contest Video / Posting**

**LBS FABULOUS**  
*Spécial*  
Raya Ekstra  
**TIKTOK Challenge**  
1st April - 31st May 2023

**WIN PRIZES WORTH MORE THAN**  
**RM50,000**

*Dance for ekstra rezeki this Raya! All you need to do is dance on TikTok and you may be celebrating this Hari Raya with amazing prizes, worth more than RM 50,000. Plus, you get to have fun with your family & friends.*

**We are looking for the most creative dance, answer and the most likes & views!**

**STEP 1**  
Use the LBS Raya Ekstra Effect.

**STEP 2**  
Wait for the countdown on the filter appears and start dancing follow the demo video! Don't forget to use the chosen audio song too.

**STEP 3**  
Start dancing away!  
(Invite your family or friends to dance with you)

**STEP 4**  
Post the video and in your caption answer "Why do you want to win this dance challenge with LBS?"  
Tag @lbsbinagroup @ogawamalaysia and include #RayaEkstraTikTokChallenge #lbsbinacontest  
\*Make sure your account is public

**GRAND PRIZE x1**  
OGAWA Air Purifier – SilvioMate

**1st RUNNER UP x1**  
OGAWA Foot Massager – O.M.G

**2nd RUNNER UP x20**  
OGAWA Neck Massager – Tinkle Touch

**CONSOLATION PRIZE x15**  
OGAWA RM100 Discount Voucher

**CONSOLATION PRIZE x15**  
Watsons RM100 e-Voucher

Scan here for more info

Prizes are subject to terms and conditions. Visuals are for illustration purposes only

## Prizes

Winner category	Quantity	Prizes	Winner Selection
Grand Prize Winner	1	Ogawa Air Purifier – SilvioMate	Grand Prize Winner will be selected based on the participant with the most creative dance and most liked Dance Video
1 <sup>st</sup> Runner-up	1	Ogawa Foot Massager – O.M.G	1 <sup>st</sup> Runner-up will be selected based on the participant with the 2 <sup>nd</sup> most creative dance and most liked Dance Video
2 <sup>nd</sup> Runner-ups	20	Ogawa Neck Massager – Tinkle Touch	2 <sup>nd</sup> Runner-ups will be selected based on the 20 participants with the most creative dance and most liked Dance Video subsequent to the 1 <sup>st</sup> Runner-up
Consolation Prize Winners	30	15x OGAWA RM100 Discount Voucher (“Ogawa Vouchers”) 15x Watsons RM100 e-Voucher (“e-Vouchers”) (“Watsons e-Vouchers”)	Consolation Prize Winners will be selected based on the 30 participants with the most creative dance and most liked Dance Video subsequent to the 2 <sup>nd</sup> Runner-ups

## Selection of Winners

Winners will be chosen by the most creative dance, most likes and views as well as the most creative answer.

- The winners will be scored and selected based on the following criteria: -
  - a) 50%: on the total highest number of likes & views on the Dance Video at the expiry of the Contest Period; and
  - b) 50%: on creativity as determined by the Organizer.

wherein the most creative dance and liked Dance Videos will be the Grand Prize Winner and all other scores in the lower corresponding category as described in above table. 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 of the Contest will be contacted by the Organiser and/or representative of the Organiser through the TikTok ‘private message’ function, wherein the winners will be required to provide their contact details including but not limited to their full name, email address and contact number to the

Organiser and/or representative of the Organiser within seven (7) days for verification and prize collection purposes.

- 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 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 provide their respective contact details 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; and
- b) Any entry which the Organiser considers to have been made in breach of this Contest terms and conditions.