

## **Miles with ecoBrown's 2024**

### **On-Ground Event T&Cs**

#### Schedule to Conditions of Entry

#### **1. Organiser:**

SERBA WANGI SDN. BHD. [0280872A] ["The Organiser"]

#### **2. Campaign:**

MILES WITH ECOBROWN'S. ["Campaign"]

#### **3. Campaign Period:**

The Campaign starts at 00:00:00 on 9/9/2024 and closes at 23:59:59 on 24/11/2024

**4. Eligibility:** The campaign is open to all individual legal residents of Malaysia who are at least 4 years of age at the start of the campaign period and possess valid identification documents. Children aged three (3) years and below must be registered by their parents or legal guardians through the backend system. Foreign nationals who are legal residents of Malaysia are also eligible to participate. The Organiser shall reserve the right to request evidence of identification documents.

#### **5. Entry Method:**

Below are the steps to participate in the Campaign:

##### **Step 1 – Register:**

- Participants can register on Checkpoint Spot Asia 'Miles with ecoBrown's' webpage.
- Participants must read the Campaign Terms & Conditions; mechanics displayed and complete the required mandatory data below to sign up:–

- Full Name
- Nationality
- I.C Number / Passport No.
- Date of Birth (DD-MM-YYYY)

- Gender
- Address
- Postcode
- City
- State
- Country
- Mobile No.
- Email

**IMPORTANT NOTE:** Participants would need a compatible device or a mobile app to participate in the Campaign specifically.

- The Organiser will not be held liable if participants are unable to register successfully. Please contact Checkpoint Spot Asia’s customer care for further assistance on this matter.

**Step 2 –Selection of Entry Category and Campaign Participation Fees Paid Entry**

**Participation Fees of this Campaign comprise of:**

**On-ground Walkathon**

<b>Adult (16 years old and above)</b>		
EarlyBird	Till30/9/2024	RM60
StandardPrice	1/10/2024onwards	RM70
<b>Children (4 years old - 15 years old)</b>		
EarlyBird	Till30/9/2024	RM25
StandardPrice	1/10/2024onwards	RM50
<b>Family of 4 (2 Adults + 2 Children)</b>		
EarlyBird	Till30/9/2024	RM160
StandardPrice	1/10/2024onwards	RM240

\*Children below 4 years old are welcome to join upon request

- All of the fees stated above are the participation fees in the Campaign [“Participation Fee”]
- Children aged three (3) years and below must be registered by their parents or legal guardians through the backend system. For registration, please click this [Form](#). Parents or legal guardians bear full responsibility for supervising their children throughout the event. The organizers disclaim any liability for incidents resulting from inadequate supervision.
- All payments made by Participants are collected and processed by ecoBrown’s
- Participants must choose their T-shirt size after selecting the Entry Category.
- All payments are non-refundable and non-transferable.
- For the Participants’ Entitlements, please refer to **Paragraph 6, “Entry Categories Entitlement – Paid Entries”** in this Terms & Conditions Paid Entries

### **Step 3 – Acknowledgement of Campaign’s Terms & Conditions and Privacy Notice, ecoBrown’s Terms & Conditions and Privacy Policy:**

- The Campaign’s Terms & Conditions and Privacy Notice will be featured during the Campaign registration at the Confirmation Page. Participants must read, acknowledge and accept the Campaign’s Terms & Conditions and Privacy Policy by ticking the relevant box.
- Participants should refer to the Terms & Conditions listed here in regards to the Miles With ecoBrown’s challenge only.
- The option to join ecoBrown’s and receive updates on ecoBrown’s products, samples, events and promotions is not mandatory for “Participants” to qualify and be registered as a Participant.

### **Step 4 - Receive Walker Kit**

Registered participants will receive a walker kit containing:

- 1xWalkerBib
- 1xOfficialEventJersey

Participants can collect their Miles with ecoBrown’s Official Event Jersey and Walker Bib 16 - 17 November 2024, from 2:00 PM to 6:00 PM at Sunsuria Avenue, Kota Damansara, Selangor.

***(Kindly note that shirts will not be retained for distribution on the day of the event. Participants MUST bring their shirts and bib numbers on November 24th for park entry and event participation.)***

### **Step 5 – Walk for a Cause!**

- All participants shall be categorised into Finisher or Non-Finisher throughout the Campaign.

- The Organiser reserves the right in its sole discretion, without prior notice, and any liability to any person, at any time to reset and or amend the Campaign goal.

## **6. Participant Entry Entitlements**

All participants shall be entitled to receive these items stated at the of the event:

### **Finishers :**

- OfficialJersey
- Medal
- E-Certificate
- ecoBrown'sGoodieBag
  - 1kgecoBrown'sSteamBrownRice
  - ecoBrown'sVitaSeries
  - ecoBrown'sClassicSeries
  - ecoBrown'sPlusSeries
  - SponsorshipPartners'Gifts
- LuckyDrawRegistration

### **Non-finishers:**

- OfficialJersey
- E-Certificate
- ecoBrown'sGoodieBag
  - 1kgecoBrown'sSteamBrownRice
  - ecoBrown'sVitaSeries
  - ecoBrown'sClassicSeries
  - ecoBrown'sPlusSeries
  - SponsorshipPartners'Gifts
- LuckyDrawRegistration

*\*Entitlements are only valid upon completion of tasks throughout the Campaign Period.*

*\*Winners of the Lucky Draw are only eligible to win once throughout the Campaign Period.*

*\*Goodie bags, medals, and sponsorship gifts will only be distributed on 24 November 2024, after participants complete the walkathon.*

*\*Participants can obtain their E-certificate on the Checkpoint Spot Asia campaign website.*

### **7. Entry Deadline:**

Participation registration entries for the Campaign must be received by the Organiser on or before the end of the Campaign Period at **23:59:59 on 16 November 2024.**

All participation registrations received outside the Campaign Period will be automatically disqualified.

Please refer to Paragraph 5, “**Entry Method: Step 3 – Selection of Entry Category and Campaign Participation Fees**” in this Terms and Conditions for further information.

**8. Lucky Draw** There will be no awards or prizes for the winners of the walkathon. However, a lucky draw with a grand prize will be held. The Terms and Conditions for the Grand Lucky Draw are outlined below in these Rules and Regulations.

All participants of the on-ground walkathon who have made a purchase will be automatically eligible for the Lucky Draw, subject to the following Terms and Conditions:

- All prizes are provided as-is and cannot be exchanged for cash, credit, or other items, either partially or in full.
- If the winner's lucky draw does not respond to the Organiser's message or email within five (5) days of notification, including weekends and public holidays, the Organiser reserves the right to forfeit the prize.
- By participating in the Lucky Draw, eligible participants agree to the Organiser's use of the details submitted on the registration website.
- The Organiser reserves the right to disqualify any entry that does not adhere to the proper participation procedure.
- The Organiser may alter the Lucky Draw at any time without a specific reason, including but not limited to cancelling the Lucky Draw, substituting the prize with an item of equivalent value, forfeiting the prize, or modifying the Terms and Conditions without prior notice.

## **9. Lucky Draw Prizes Presentation**

All lucky draw prizes will be presented at the end of the walkathon event.

## **10. Additional Terms**

All participants must adhere to the terms and conditions set by the parties arranging and/or providing the prizes, as well as any terms and conditions attached to the prizes, if applicable.

- **Announcement of Winners:** All lucky draw winners will be announced on the event day itself.
- **Unclaimed Prizes:** Any prizes that remain unclaimed after the announcement on the event day, as stipulated by the Organiser, will be forfeited.
- **Substitution of Prizes:** The Organiser reserves the right to substitute any prize with another of similar value if the original prize is not available, without prior notice. All prizes are provided on an "as is" basis and cannot be exchanged for cash, credit, other items, or vouchers, either in part or in full.
- **Disqualification:** The Organiser reserves the right, at its sole discretion and without prior notice or liability, to disqualify, cancel, terminate, or suspend any participant, in whole or in part, in the event of any violation of the Campaign's Terms and Conditions.
- **Liability for Injuries or Incidents:** Please be advised that our responsibility for any injuries or incidents will end at 6 PM when the event concludes. After this time, responsibility will transfer back to the parents or individuals. However, participants are welcome to stay in the park until its closing time at 10 PM.
- **Responsibility:** Parents or guardians are fully responsible and fully provision for children under 4 years old before, during and after the event.
- **Accompaniment and Registration:** Parents or guardians must register together with their children, as every child needs to be accompanied by a parent or guardian throughout the walkathon.

This Schedule of Conditions of Entry must be read in conjunction with the Conditions of Entry and Privacy Notice available at <http://www.ecobrown.com/>, collectively referred to as the "Terms and Conditions," and shall be binding on all participants in this Campaign (referred to as "Participants," "Participant," "You," or "your").

By participating in the Campaign, you acknowledge that you have read and agreed to the Terms and Conditions and the processing of your personal data as outlined in the Privacy Notice.

For consumer services, please contact: 1800 88 3433

## **Conditions of Entry**

### **1. Introduction**

1.1 These Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between these conditions of entry and 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 Campaign Period, make Prize substitutions, cancel, terminate or suspend the Campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Campaign will constitute their acceptance of the Terms and Conditions (as changed).

1.3 The Organiser's decision on all matters relating to the Campaign including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

### **2. Campaign Entries**

2.1

By submitting an entry to the Campaign, 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 Campaign, 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 Campaign 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, loss, damage 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 email or players on account of technical problems or traffic congestion on the Internet.

### **3. Eligibility A**

3.1 The Organiser may require a Participant to provide proof of eligibility to participate in the Campaign 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. Eligibility B**

The following groups of persons shall be eligible to participate in the Campaign:

- 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 Campaign and their immediate families (spouse, children, parents, siblings, and their spouses).



## **5. Disqualification**

5.1 The following entries will be disqualified:

- a. Registration that violates the Terms and Conditions, any applicable laws and/or regulations; and/or
- b. Unclear, incomplete, duplicate, copies, illegible or incorrect registration

5.2 In addition, the Organiser reserves the right to disqualify any Participant that: a. undermines, has or attempted to undermine the operation of the Campaign by fraud, cheating or deception; and/or b. are not eligible or unable to provide proof of eligibility to participate in the Campaign for verification by the Organiser when requested.

5.3

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

## **6. Prizes**

6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes following the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.

6.2 The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. 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.

6.3

Any additional costs not specifically stated in the Schedule to Conditions of Entry concerning a Prize shall be the responsibility of the Winner.

#### 6.4

All Prizes must be taken according to the terms and conditions of the Organiser, its sponsor or third party providing the Prize.

##### (a)

Tickets to an Event: The Organiser is not liable for any cancellation or rescheduling that may prevent a Prize fulfillment. Tickets can only be used on the date(s) specified on the ticket.

(b) Travel/Holiday Prizes: If travel is offered as a Prize, flights and accommodation are subject to availability at the time of booking. The Prize must be taken following the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

6.5 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.

#### 6.6

Prizes will be awarded after the ‘Miles with ecoBrown’s’ Walkathon event ends.

#### 6.7

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.

## **7. 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 Campaign (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Campaign 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.

**8. 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 Campaign 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.

**9. Indemnity** Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its subsidiary or related companies as defined in the Companies Act 2016 ("Serba Wangi Sdn Bhd"), directors, officers, employees, agents, sponsors and/or representatives against any 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 Campaign, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Campaign or violation of the Terms and Conditions,

## **10. Limitation Of Liability**

### **10.1**

The Participant's participation in the Campaign shall be at the Participant's own risk.

**10.2** The Organiser, Serba Wangi 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 Campaign, as well as the redemption and/or utilisation of any Prize won.

## **11. General**

11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Campaign 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.

11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Campaign materials) in connection with this Campaign, in particular, that relate to the Prize, are the properties of their respective owners. This Campaign 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.

11.3 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.

### **11.4**

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 Campaign.

11.5 Where the Terms and Conditions of the Campaign are 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.

11.6

The Terms and Conditions of the Campaign shall be construed, governed and interpreted following the laws of Malaysia

## **12. Privacy Notice**

12.1

By participating in the Campaign, the Participant agrees to the processing of the participant's Personal Data by the Organiser following the Privacy Notice in <https://www.ecobrown.com/miles-with-ecobrown-privacy-notice/>

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## **Virtual Event T&Cs**

Schedule to Conditions of Entry

### **1. Organiser:**

SERBA WANGI SDN. BHD. [0280872A] ["The Organiser"]

### **2. Campaign:**

MILES WITH ECOBROWN'S. ["Campaign"]

### **3. Campaign Period:**

The Campaign starts at 00:00:00 on 9/9/2024 and closes at 23:59:59 on 24/11/2024

**4. Eligibility:** The Campaign is open to all individual legal residents of Malaysia with a valid identification document, aged 4 years and above as at the start of the Campaign Period. The Organiser shall reserve the right to request evidence of identification documents.

### **5. Entry Method:**

Below are the steps to participate in the Campaign:

**Step 1 – Register:**

- Participants can register on Checkpoint Spot Asia ‘Miles with ecoBrown’s’ webpage.
- Participants must read the Campaign Terms & Conditions; mechanics displayed and complete the required mandatory data below to sign up:–

- Full Name
- Nationality
- I.C Number / Passport No.
- Date of Birth (DD-MM-YYYY)
- Gender
- Address
- Postcode
- City
- State
- Country
- Mobile No.
- Email

**IMPORTANT NOTE: To participate in the Campaign specifically, Participants would need a compatible device or a mobile app.**

- The Organiser will not be held liable if participants are unable to successfully register. Please contact Checkpoint Spot’s customer care for further assistance on this matter.

**Step 2 –Selection of Entry Category and Campaign Participation Fees Paid Entry  
Participation Fees of RM45 (Early Bird) and RM60 (Standard Price) comprise of:**

**Virtual Walkathon**

Category	Early Bird Till 30/9/2024	Standard Price 1/10/2024 onwards
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<b>Adult</b> (16 years old and above)	RM45	RM60
<b>Children</b> (4 years old - 15 years old)	RM45	RM60

\*Children below 4 years old are welcome to join upon request

- RM45/RM60 for each Campaign participation [“Participation Fee”]
- All payments made by Participants are collected and processed by ecoBrown’s
- Participants will need to choose their official jersey size after the selection of the Entry Category.
- All payments are non-refundable and non-transferable.
- For the Participants’ Entitlements, please refer to **Paragraph 6, “Entry Categories Entitlement – Paid Entries”** in this Terms & Conditions Paid Entries

**Step 3 – Acknowledgement of Campaign’s Terms & Conditions and Privacy Notice, ecoBrown’s Terms & Conditions and Privacy Policy:**

- The Campaign’s Terms & Conditions and Privacy Notice will be featured during the Campaign registration at the Confirmation Page. Participants must read, acknowledge and accept the Campaign’s Terms & Conditions and Privacy Policy by ticking the relevant box.
- Participants should refer to the terms and conditions listed here concerning the Miles With ecoBrown’s challenge only.
- The option to join ecoBrown’s and receive updates on ecoBrown’s products, samples, events and promotions is not mandatory for “Participants” to qualify and be registered as a Participant.

**Step 4 – Walk for a Cause!**

- The Organiser reserves the right in its sole discretion, without prior notice, and any liability to any person, at any time to reset and or amend the Campaign goal.

● **Result Submission Guidelines:**

1. Participants are required to use a fitness tracking application or their mobile device's default health tracking apps (e.g., Google Fit, Apple Health, MyFitnessPal) to record their walkathon activities.
2. The Strava App is also permitted for activity tracking or may submit their results manually via Checkpoint Spot Asia..
3. All tracked results must be submitted through the link:  
<https://v2.checkpointspot.asia/event/mweww24>
4. Only activity records submitted through approved applications or manual entries via Checkpoint Spot Asia will be deemed valid for verification purposes.

## 6. Participant Entry Entitlements

All participants shall be entitled to receive these items:

- Official Jersey
- E-Certificate
- ecoBrown's Goodie Bag
  - 1kg ecoBrown's Steam Brown Rice
  - ecoBrown's Vita Series
  - ecoBrown's Classic Series
  - ecoBrown's Plus Series
  - Sponsorship Partners' Gifts

*\*Entitlements are only valid upon the completion of tasks throughout the Campaign Period.*

*\*ecoBrown's Goodie Bag will be delivered to the participant's address after the week commencing 24 November 2024.*

*\*For participants in West Malaysia, delivery is free of charge. However, participants in East Malaysia will incur a delivery fee of RM13 per kilogram.*

## **7. Entry Deadline:**

Participation registration entries for the Campaign must be received by the Organiser on or before the end of the Campaign Period on 24 November 2024.

All participation registrations received outside the Campaign Period will be automatically disqualified.

Please refer to Paragraph 5, "**Entry Method: Step 3 – Selection of Entry Category and Campaign Participation Fees**" in this Terms and Conditions for further information.

## **8. Additional Terms**

- The Organiser retains the right to substitute any items with other items of similar value in the event the original items offered are not available at any time without prior notice. All item[s] are provided on an "as is" basis and are not exchangeable for credit, other items or vouchers in part or in full.
- The Organiser reserves the right in its sole discretion, without prior notice, and any liability to any person, at any time to disqualify, cancel, terminate or suspend the participant in whole or in part in the event of any violation of the Campaign's Terms and Conditions.



This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at <http://www.https://www.ecobrown.com/> collectively “Terms and Conditions” and shall be binding on all participants who participate in this Campaign (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

By participating in the Campaign, you have read and agreed to the Terms and Conditions and the processing of your Personal Data in the Privacy Notice. Consumer Services Contact No.: 1800 88 3433

## **Conditions of Entry**

### **1. Introduction**

1.1 These Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between these conditions of entry and 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 any liability to any person, at any time to change the Terms and Conditions including to change the Campaign Period, make items substitutions, cancel, terminate or suspend the Campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Campaign will constitute their acceptance of the Terms and Conditions (as changed).

#### 1.3

The Organiser’s decision on all matters relating to the Campaign will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

### **2. Campaign Entries**

## 2.1

By submitting an entry to the Campaign, 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 Campaign, 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 Campaign 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, loss, damage 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 email or players on account of technical problems or traffic congestion on the Internet.

## **3. Eligibility A**

3.1 The Organiser may require a Participant to provide proof of eligibility to participate in the Campaign 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. Eligibility B**

The following groups of persons shall be eligible to participate in the Campaign:

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 Campaign and their immediate families (spouse, children, parents, siblings, and their spouses).

## **5. Disqualification**

5.1 The following entries will be disqualified:

- a. registration that violates the Terms and Conditions, any applicable laws and/or regulations; and/or
- b. unclear, incomplete, duplicate, copies, illegible or incorrect registration

5.2 In addition, the Organiser reserves the right to disqualify any Participant that: a. undermines, has or attempted to undermine the operation of the Campaign by fraud, cheating or deception; and/or b. is not eligible or unable to provide proof of eligibility to participate in the Campaign for verification by the Organiser when requested.

**6. 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 Campaign (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Campaign 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.

**7. 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 Campaign 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.

## **8. Indemnity**

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its subsidiary or related companies as defined in the Companies Act 2016 (“Serba Wangi Sdn Bhd”), directors, officers, employees, agents, sponsors and/or representatives against any 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 Campaign, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Campaign or violation of the Terms and Conditions,

## **9. Limitation Of Liability**

### **9.1**

The Participant’s participation in the Campaign shall be at the Participant’s own risk.

9.2 The Organiser, Serba Wangi 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 Campaign, as well as the redemption and/or utilization of any Prize won.

## **10. General**

10.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Campaign 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.

10.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Campaign materials) in connection with this Campaign, in particular, that relate to the Prize, are the properties of their respective owners. This Campaign 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.

10.3 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.

10.4

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 Campaign.

10.5 Where the Terms and Conditions of the Campaign are 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.

10.6

The Terms and Conditions of the Campaign shall be construed, governed and interpreted following the laws of Malaysia

## **11. Privacy Notice**

11.1 By participating in the Campaign, the Participant agrees to the processing of the participant's Personal in

Data by the Organiser following the Privacy Notice

<https://www.ecobrown.com/miles-with-ecobrown-privacy-notice/>