

# CONTEST TERMS & CONDITIONS

## 1. These Terms

- 1.1. These **Contest Terms & Conditions** (which include the **Contest Details**) set out the basis for participating in the Contest identified below.
- 1.2. By entering or participating in the Contest **you agree** to these Contest Terms & Conditions.
- 1.3. A **Privacy Notice** attached to or otherwise provided in connection with these Contest Terms & Conditions should be regarded as part of these Contest terms.
- 1.4. The Organiser reserves the right to amend these Contest Terms & Conditions at any time without prior notice.

## 2. Contest Details

<b>Organiser</b>	<b>Unilever entity:</b> Unilever (Malaysia) Holdings Sdn. Bhd. <b>Registered/Primary address:</b> Suite 2-1, Level 2, Vertical Corporate Tower B, Avenue 10, The Vertical, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia
<b>Contest</b>	Name of the Contest: Juara Clear; Entrants must scan the the QR code displayed during the 2022 Football Season half time commercial ads, or click on Juaraclear.com url, in order to enter the Juara Clear web game and stand a chance to win Prizes worth upto RM 5,000;
<b>Prizes</b>	Grand Prize: 1 x Golden Pewter Ball and a cash prize of RM 5,000; Runner's up Prize: Cash prize of RM 1,000 (2 <sup>nd</sup> – 5 <sup>th</sup> place); Daily Prize: Cash prize of RM 100;
<b>Selecting Winner(s)</b>	<b>Determining Prize Winner(s):</b> Winners will be selected based on the highest scores achieved by playing the Juara Clear game; Method of allocation where multiple Prize(s): Winners will be ranked based on the highest scores achieved by playing the Juara Clear web game across all 56 matches. <b><u>Grand Prize</u></b> The entrant ranked first on the Grand Juara Clear leaderboard after all 56 matches will win the Grand Prize. <b><u>Grand Runner's Up Prize</u></b> The entrants ranked 2 <sup>nd</sup> – 5 <sup>th</sup> on the Grand Juara Clear leaderboard after all 56 matches will win the Runner's Up Prize. Each individual can only win one Grand Prize or Grand Runner's Up Prize. <b><u>Daily Prize</u></b> Top 10 entrants with the top 10 scores for each individual match will win the Daily Prize. Each individual can only win the Daily prize once. However, Daily Prize winners will still be eligible to run for Grand Prize or Grand Runner's up prize. <b>Basis of re-allocation if a Prize is not claimed:</b> <ol style="list-style-type: none"><li>1. If the winner does not respond to the Organizer's attempt to contact them within 30 days, the Organizer reserves</li></ol>

	<p>the right to disqualify the selected winner's eligibility and the Prize shall not be reallocated.</p> <p>2. In case of disqualification for other reasons, the Organizer reserves the right to reallocate the Prize to the next entrant with the highest score.</p> <p><b>Tie-breaker (if required):</b> Not applicable;</p>
<b>Entrant Requirements</b>	<p>Open to all Malaysian citizens with a valid National Registration Identity Card</p> <p>Min age: 18;</p> <p>Country of residence: Malaysia;</p> <p><i>In the event that an entrant is younger than 18 years of age at the date of participation, the entrant is required to obtain written consent from his/her parent/guardian before joining this Contest and upon request by the Organiser will be required to present the same</i></p>
<b>Excluded Entrants</b>	<p>Any of the following:</p> <ul style="list-style-type: none"> <li>• Agents, distributors, advertising agencies and other organisations commercially connected to the Organiser and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives;</li> <li>• Employees and directors of the Organiser, including their families and co-habitors;</li> <li>• Shareholders in the Organiser;</li> </ul>
<b>Entry Instructions</b>	<p>Entrants must follow the gameplay instructions provided below to participate in the Contest:</p> <p>Gameplay instructions:</p> <ol style="list-style-type: none"> <li>1. Scan the "JUARA CLEAR" QR code displayed during the half time advertisement or click the direct 'juaraclear.com' URL to access the game via mobile or desktop browser during the selected 56 Football Season 2022 halftime durations;</li> <li>2. First-time players will need to register as a user. For returning players, key in the registration ID to start playing the game;</li> <li>3. Once registered/logged in, players can start playing the game. Click on the ball and slide it towards any of the dedicated goal positions;</li> <li>4. Each goal has a different score. Score as many goals as possible within 60 seconds;</li> <li>5. If the player is one of the top scorers, their name will appear on the game leaderboard available on the website 'juaraclear.com';</li> <li>6. If the player's name is not on the leaderboard, they can try again for the next match within the duration of the halftime commercial break;</li> <li>7. Players can access the game any time outside the halftime duration for practice rounds. Practice round scores will not contribute to winning prizes ;</li> </ol>

<b>Opening/Closing Date for Entries</b>	Opening Date: 20 November 2022; Closing Date: 18 December 2022;
<b>Other Contest Requirements</b>	None;
<b>Notification of Winning and Claiming Prizes</b>	<p>Notification of winning:</p> <ul style="list-style-type: none"> <li>• Method – E-mail notification from <a href="mailto:ideascontest@gmail.com">ideascontest@gmail.com</a>;</li> <li>• Timing – All winners will be notified within 14 working days from the Closing Date;</li> </ul> <p>Claiming Prizes:</p> <ul style="list-style-type: none"> <li>• Method – <ul style="list-style-type: none"> <li>○ Cash transfer through DuitNow using the winners' phone numbers,</li> <li>○ For winner's who do not have access to DuitNow, the cash prize will be fulfilled via a bank transfer to the winner's bank account. The agency responsible for transferring the cash prize will collect the bank account number from the winners only for this purpose and will not store this data;</li> <li>○ the golden pewter ball will be couriered to the winner's address;</li> </ul> </li> <li>• Timing - Within 28 working days from the Closing Date;</li> </ul>
<b>Purchase Required</b>	Not applicable;

### 3. Contest Basis

- 3.1. This **Contest is**:
- open** to those meeting the **Entrant Requirements**;
  - not open** to those falling within the description of **Excluded Entrants** (even if they meet the Entrant Requirements).
- 3.2. You must follow the **Entry Instructions**.
- 3.3. You may **may submit more than one entry**. Entries must not be automatically generated by computer or otherwise submitted on an inappropriate basis (for example using multiple names, email or social media accounts to enter).
- 3.4. You may **only win one Prize**. The exception to this rule is where the Contest Details clearly and specifically allow multiple prizes to be won.
- 3.5. The Organiser may at any time **extend, suspend or terminate** the Contest at its sole discretion (which may or may not relate to an entrant).

### 4. Entries

- 4.1. Entries that (i) do not comply with these Contest Terms & Conditions; or (ii) are incomplete, corrupted or late, may be **rejected, disqualified, removed and/or deleted** by the Organiser.
- 4.2. Your entry includes any materials provided as part of or in relation to that entry. Where entry to the Contest involves provision of **written, recorded, pictorial or other material** in electronic or other form, you must ensure your entry:
- is **(i)** suitable for public access and in particular does not contain nudity, pornographic, religiously/culturally/politically insensitive, violent content,

- defamatory or libellous statements, material considered illegal/offensive or may contravene the laws of Malaysia or materials likely to tarnish the image of the Organiser or bring the Organiser's reputation into disrepute; and (ii) not in breach of applicable laws;
  - b. does **not contain or refer to any products or brands other than those of the Unilever group** (unless such inclusion is entirely incidental, not prominent and is reasonably necessary due to the nature of the entry);
  - c. **is your own work** and does not contain any intellectual property (including moral rights) of another party unless you have the necessary permissions for its provision and use, reproduction and other dealing in accordance with these Contest Terms & Conditions (including Clause 4.3 below);
  - d. only contains someone's **name or likeness** if they have provided written permission (permission from parents/legal guardians required for under 18s).
- 4.3. You grant the Organiser **(i) ownership** of any entry; and **(ii)** a perpetual, irrevocable, worldwide, royalty-free, sub-licensable and transferable **right to use**, reproduce, distribute, and make derivative works of your entry, in any media and through any media channel. You will not grant these rights to any other party.

## 5. Responsibility for Entries

- 5.1. If you are **submitting an entry on behalf of more than one person/party** (including on behalf of an organisation), you must ensure that you have authority to accept these terms on their behalf and ensure they comply with these terms.
- 5.2. You must comply with these Contest Terms & Conditions and **not otherwise unlawfully seek to misuse or tamper with the processes and rules of the Contest**.
- 5.3. You must indemnify and defend the Organiser and other members of the Unilever group (including their respective directors, officers and employees) in respect of all liabilities, losses and damages of any kind **resulting from your breach of these Contest Terms & Conditions**. The Organiser excludes responsibility for those liabilities, losses and damages, although nothing in these Contest Terms & Conditions is intended to limit the Organiser's liability for (i) fraud; (ii) intentional misconduct; or (iii) for death or personal injury caused by its negligence (including that of its employees and agents)).
- 5.4. You must indemnify and defend the Organiser and other members of the Unilever group (including their respective directors, officers and employees) in respect of any **third party claim** that your entry or its use in accordance with these Contest Terms & Conditions breaches applicable laws, confidentiality obligations or intellectual property rights due to your **breach of these Contest Terms & Conditions**.
- 5.5. The **Organiser is not in any event responsible for**:
- a. entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind or any other event which is either unforeseen or outside of the Organiser's direct reasonable control;
  - b. your costs of preparing or submitting an entry.
- 5.6. Where the mode of entry is via short messaging service ("SMS") or multimedia messaging service ("MMS"), each entry sent by the entrant will be subject to premium charges as stipulated (if any) which is in addition to the standard fee charged by the entrant's telecommunications service provider.

## 6. Winners

- 6.1. The **winner(s) will be notified** using the method and within the timing set out in the Contest Details.

- 6.2.** The winner(s) must claim their Prize using the method and within the timing set out in the Contest Details. If the Prize is unclaimed after this time, the right to the Prize lapses and the Organiser may offer the Prize to a substitute winner selected in accordance with the method noted in the Contest Details (in the absence of specification, a fair basis which aligns closely with the winner selection method which will be at the Organiser's sole discretion).
- 6.3.** The Organiser may (at its discretion or where required by law) provide or publish **details of the winner(s) (name and county)**. Requests for provision/publication should be sent to the Organiser contact details in the Details Sheet no later than within ten weeks after the Contest closing date.
- 6.4.** In the event of any **uncertainty or difference of opinion** regarding the administration of the Contest (including the award of Prizes), the decision of the Organiser is final (this does not remove any legal rights). No appeal or questions will be entertained.
- 6.5.** No **correspondence** should be entered into between you and the Organiser, unless specifically requested by the Organiser.

## 7. Prizes

- 7.1.** The Organiser may require **proof of identity** before releasing any Prize. Winners who require a representative to claim their prize(s) on their behalf must ensure that the representative provides a letter of consent signed by the winner, a copy of the winner's proof of identity, and the representative's proof of identity.
- 7.2.** Statutory warranties apply but otherwise the Prizes are **awarded 'as is'** without any warranty, undertaking or guarantee and are strictly non-transferable, non-exchangeable and may not be encashed.
- 7.3.** The Organiser's commitment is to **make Prize(s) available** in accordance with and subject to these terms. Consequently, each winner is responsible for any and all:
- a.** visas and permits;
  - b.** fuel, consumables and accompanying items;
  - c.** upkeep, licence renewals and ongoing or periodic requirements;
  - d.** taxes and other such personal liabilities; and
  - e.** matters of physical fitness and capability,
- as well as any other ancillary matters **required for**, or arising from, **receipt, use or enjoyment of the Prizes**.
- 7.4.** Winners must adhere to any **third party terms**, such as event organiser terms, which apply to the Prize (these will be made available on request).
- 7.5.** The Organiser reserves the right to **substitute the prize** for an alternative of equal or greater value. The Organiser is under no obligation to offer a cash alternative.
- 7.6.** If your entry is **subsequently disqualified**, any Prize granted must be returned at your cost or compensation provided where return is no longer possible.

## 8. Publicity

- 8.1.** Winner(s) will, at the Organiser's reasonable request, participate in **publicity** relating to this Contest. This may include winner(s) being filmed, photographed and/or interviewed by the Organiser or on its behalf.
- 8.2.** The Organiser is permitted to the use of your name, image, voice and/or likeness for editorial, advertising, promotional, marketing and/or other purposes without further notice or compensation.

- 8.3. The Organiser shall have the absolute right and discretion to advertise and/or air and/or print any audio/video recording of the Contest and its Entrants and/or use the slogan, names or nicknames on any of its programmes/channels or in any media whatsoever, in whole or in part, at the Organiser's discretion. All copyrights subsisting in such audio/video recordings shall belong to the Organiser absolutely.

## 9. Miscellaneous

- 9.1. Unless expressly stated by the Organiser in the written Contest materials, this Contest is in no way **sponsored or endorsed by any third party**.
- 9.2. If other **language versions** of these terms are also made available, the English language version takes precedence in the event of any inconsistency.
- 9.3. **Each provision in these Contest Terms & Conditions is severable.** If any provision is held to be invalid or unenforceable by a court or other competent authority, that invalidity or unenforceability will not affect the remainder of these Contest Terms.

## 10. Governing Law and Disputes

- 10.1. This Contest (including these Contest Terms & Conditions and any related dispute) is **governed by and will be interpreted according to the laws** of the country in which the Organiser has its registered or primary address as stated in the Contest Details, except to the extent of mandatory laws applicable due to the location or nature of the Contest, Prize or relevant entrant.
- 10.2. Without restricting anyone from seeking injunctions or other temporary relief in a competent court, if a dispute arises the courts of the country in which the Organiser has its registered or primary address as stated in the Contest Details will **resolve the issue**, except to the extent you have the right to resolve a dispute in the courts of other jurisdictions due to the location or nature of the Contest, Prize or relevant entrant.

## Attachment

### 1. Privacy Notice

The following is the "**Privacy Notice**" for the Contest identified below:

<b>Organiser</b>	<p><b>Registered/Primary address:</b> Unilever (Malaysia) Holdings Sdn Bhd, Suite 2-1, Level 2, Vertical Corporate Tower B, Avenue 10, The Vertical, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia</p> <p><b>Designation of the contact person :</b> Data Privacy Officer, Unilever (Malaysia) Holdings Sdn Bhd, Suite 2-1, Level 2, Vertical Corporate Tower B, Avenue 10, The Vertical, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia</p> <p>Tel: 03-2246 2188 E-mail: DPO.Malaysia@unilever.com</p>
<b>Contest Description</b>	<p>Name of the Contest: Juara Clear;</p> <p>Entrants must scan the the QR code displayed during the 2022 Football Season halftime commercials ads, or click a Juaraclear.com url, in order to enter the Juara Clear web game and stand a chance to win Prizes worth upto RM5,000;</p>
<b>Personal Data</b>	<p>Personal data obtained from you, including within your entry or provided as part of the entry submission process or during related administration).</p> <p>This personal data will include for this Contest:</p> <p>name, telephone number, email address;</p>
<b>Further Purposes</b>	<p>Publicity;</p> <p>Advertising and marketing purposes regarding All Clear Men's products;</p>
<b>Third Parties</b>	<p>The Personal Data may be disclosed to third parties, such as to our headquarters, regional offices, subsidiaries, affiliates and/or members within the Unilever group of companies, and/or our service providers, which may be located outside Malaysia, for Further Purposes.</p>
<b>Unilever Privacy Notice</b>	<p>Unilever Privacy Notice</p> <p><a href="https://www.unilevernотices.com/malaysia/english/privacy-notice/notice.html">https://www.unilevernотices.com/malaysia/english/privacy-notice/notice.html</a></p> <p><a href="https://www.unilevernотices.com/malaysia/bahasa-malaysia/privacy-notice/notice.html">https://www.unilevernотices.com/malaysia/bahasa-malaysia/privacy-notice/notice.html</a></p>

- 1.1. The Personal Data will be processed for administration of the Contest (third parties may be involved in this administration).
- 1.2. The Personal Data may also be processed for the Further Purposes, including by the Third Parties.
- 1.3. If you wish to:
  - a.access, correct, limit or update your Personal Data collected in relation to the Contest, or to make any inquiries or complaints about the processing of such information,
  - b.require the deletion of the Personal Data, you should contact the Promoter using the contact information in the Contest Details.



- 1.4 For more details on processing of your Personal Data, see the applicable Unilever group policy available at [www.unileverprivacypolicy.com](http://www.unileverprivacypolicy.com), as may be amended from time to time.

## 2. Notis Privasi

Berikut adalah "**Notis Privasi**" bagi Peraduan yang dikenal pasti di bawah:

<b>Penganjur</b>	<p><b>Alamat Berdaftar/Utama:</b> Unilever (Malaysia) Holdings Sdn Bhd, Suite 2-1, Level 2, Vertical Corporate Tower B, Avenue 10, The Vertical, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia</p> <p><b>Jawatan pegawai untuk dihubungi :</b> Pegawai Privasi Data, Unilever (Malaysia) Holdings Sdn Bhd, Suite 2-1, Level 2, Vertical Corporate Tower B, Avenue 10, The Vertical, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia</p> <p>Tel: 03-2246 2188 E-mel: <a href="mailto:DPO.Malaysia@unilever.com">DPO.Malaysia@unilever.com</a></p>
<b>Perihal Peraduan</b>	<p>Nama peraduan: JUARA CLEAR</p> <p>Peraduan ini dianjurkan oleh Penganjur dengan tujuan mempromosikan jenamanya CLEAR (Lelaki).</p> <p>Penyerta harus mengimbas kod QR permainan yang disiarkan melalui iklan separuh masa Musim Bola Sepak 2022, atau klik URL permainan yang disiarkan oleh 'influencer' terpilih dan laman web CLEAR untuk menyertai peraduan. Pemain-pemain yang mencapai skor tertinggi akan berpeluang memenangi Hadiah. Pemain hanya boleh memenangi Hadiah dengan menyertai permainan semasa tempoh separuh masa Musim Bola Sepak 2022. Mengecuali tempoh masa ini, permainan web ini akan dibuka untuk latihan sahaja. Skor yang dicapai oleh para pemain semasa latihan tidak boleh diguna untuk memenangi Hadiah.</p> <p>Jenama Penyertaan: Semua produk CLEAR (Lelaki);</p>
<b>Data Peribadi</b>	<p>Data peribadi yang diperoleh daripada anda, termasuk di dalam borang peraduan atau disediakan sebagai sebahagian daripada proses penghantaran borang peraduan atau semasa pentadbiran berkaitan.</p> <p>Data peribadi ini akan termasuk bagi Peraduan ini:</p> <p>[nama, nombor telefon];</p> <p>[alamat emel];</p>
<b>Tujuan Lanjut</b>	<p>[Publisiti];</p> <p>[Tujuan pengiklanan dan pemasaran berkaitan produk kami];</p> <p>[Tujuan pendidikan];</p> <p>[Menyediakan notis berkaitan produk, perkhidmatan, promosi dan acara yang mungkin menarik minat anda];</p> <p>[Menjawab pertanyaan anda];</p> <p>[Bagi tujuan pengauditan sekiranya berlaku pertikaian];</p>



<b>Pihak Ketiga</b>	Data Peribadi mungkin didedahkan kepada pihak ketiga, misalnya kepada ibu pejabat, pejabat serantau, subsidiari, sekutu dan/atau anggota di dalam kumpulan syarikat Unilever, dan/atau pembekal perkhidmatan kami, yang mungkin terletak di luar Malaysia, bagi sebab-sebab berkaitan Tujuan.
<b>Notis Privasi Unilever</b>	<p>Notis Privasi Unilever</p> <p><a href="https://www.unilevernotices.com/malaysia/english/privacy-notice/notice.html">https://www.unilevernotices.com/malaysia/english/privacy-notice/notice.html</a></p> <p><a href="https://www.unilevernotices.com/malaysia/bahasa-malaysia/privacy-notice/notice.html">https://www.unilevernotices.com/malaysia/bahasa-malaysia/privacy-notice/notice.html</a></p>

- 2.1** Semua Data Peribadi yang dipohon hendaklah disediakan supaya anda layak untuk menyertai Peraduan.
- 2.2** Data Peribadi akan diproses untuk pentadbiran Peraduan (pihak ketiga mungkin terlibat dalam pentadbiran ini).
- 2.3** Data Peribadi juga boleh diproses untuk **Tujuan Lanjut, termasuk oleh Pihak Ketiga**.
- 2.4** Jika anda berhasrat untuk:
- mengakses, membetulkan, menegakkan atau mengemaskini Data Peribadi anda yang dikumpul berhubung dengan Peraduan, atau membuat sebarang pertanyaan atau aduan tentang pemprosesan maklumat sedemikian,
  - memohon penghapusan Data Peribadi, anda harus menghubungi Penganjur menggunakan maklumat hubungan berikut: Pegawai Privasi Data, Unilever (Malaysia) Holdings Sdn Bhd, Tingkat 34, Menara TM, Jalan Pantai Baru, 59200 Kuala Lumpur. Tel: 03-2246 2188 E-mel: DPO.Malaysia@unilever.com
- 2.6** Untuk butiran lanjut tentang pemprosesan Data Peribadi anda, sila lihat **Notis Privasi Kumpulan Unilever yang berkenaan**.