

STAR MEDIA GROUP BERHAD (Company No.: 197101000523 (10894-D) (“**Organiser**”) – HERE’S TO A SWEET RAMADAN! CONTEST (“**Contest**”)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE CONTEST AS THEY CONTAIN BINDING LEGAL TERMS AND OBLIGATIONS INCLUDING LIMITATIONS OR EXCLUSION OF THE ORGANISER’S LIABILITY. BY PARTICIPATING IN THIS CONTEST, YOU ARE DEEMED TO HAVE FULLY READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS GOVERNING THIS CONTEST.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, YOU MUST NOT PROCEED TO PARTICIPATE IN THE CONTEST.

Terms & Conditions:

1. This Contest is organised by the Organiser and sponsored by **Dr. Oetker Nona Malaysia Sdn. Bhd. (Company No.: 201201024770 (1009260-M) (“Sponsor”)**. The Contest is open to all residents in Malaysia, aged 18 years and above at the time of entry save and except for:

- a) permanent and/or temporary employees of the Organiser or Sponsor and/or its respective subsidiaries and/or its affiliates, and their immediate family members (defined as parents, siblings, children or domestic partners, regardless of where they live) or households of such officers, directors, employees, agents and representatives; and
- b) representatives and/or business partners (including advertising, promotion and public relations agencies) of the Organiser and/or Sponsor and their immediate family members (defined as parents, siblings, children or domestic partners, regardless of where they live) or households of such officers, directors, employees, agents and representatives.

2. The Contest shall commence from 7 April 2021 at 12.00am and end on 27 April 2021 at 11.59pm (“**Contest Period**”).

3. To stand a chance to win the prizes, you have to:

- (i) Tell us which Dr. Oetker Nona product(s) that you like most and why.
- (ii) Publish this on your Facebook with a picture of Dr. Oetker Nona product(s) with hashtags #droetkernona #rayawithdroetkernona #kualicontest. Set your Facebook post status to public.
- (iii) Like Dr. Oetker Nona Facebook page (<https://www.facebook.com/DrOetkerNona/>) and Kualiti Facebook page ([www.facebook.com/starkuali](http://www.facebook.com/starkuali)).
- (iv) Serial number will be allocated to each successful entry submitted during the Contest Period. Participants allocated with the serial numbers 11, 22, 33, 44, 55, 66, 77, 88, 99, 110, will win the prizes.

4. Participants warrant that they have independent, complete, explicit, and uncontroversial copyright of their photos and that the photos submitted herein do not infringe upon the rights of any third party, including but not limited to the copyright and rights of portrait, reputation, and privacy. All legal liabilities for any disputes arising from a breach of any of the aforementioned warranties shall be borne by the participants absolutely. The Organiser shall not assume any liability in this regard.

5. Winners will be contacted via Facebook messenger. If a winner fails to respond to the Organiser’s message after three (3) days, he/she will be automatically disqualified, and the next winner will be selected by the Organiser.

6. Multiple entries are not allowed. Entries submitted out of the Contest Period will be disregarded.

7. There are ten (10) prizes to be won throughout the Contest Period. Each participant can only win one (1) prize. Breakdown of the prizes are as follows:

- Ten (10) prizes: One (1) set of Dr. Oetker Nona baking goods worth RM 100.00 each.

In the event any of the prizes is unavailable for any reason, the Organiser has the right to substitute the prize with any other product of similar value. The prize is non-transferable, non-refundable and non-exchangeable for cash or for any other prizes. Prize is given on an "As Is, Where Is" basis.

8. Sponsor will send the prizes via delivery or courier services to winners within three (3) months from the date of notification.

9. By participating in this Contest, the participants acknowledge and agree that the Organiser excludes all warranty and/or liability in connection with the awarded prizes and/or the Contest. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Contest, redemption and/or usage of the prizes. The Organiser shall not be held responsible for any liability, mishap, loss, damage, claim or accident (including personal injury and/or death) in any manner whatsoever suffered by the participants as a result of their participation in the Contest and/or the use of the prizes.

10. While the Organiser will use reasonable efforts to include accurate and up to date information in the Contest's website (<https://www.kuali.com/>), Kuali App, Kuali Facebook (<https://www.facebook.com/StarKuali/>) and Kuali Instagram (<https://www.instagram.com/kualimiy/>), the Organiser makes no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such information, and assumes no liability or responsibility for any omissions or errors (including, without limitation, typographical errors and technical errors) in the content.

11. Use of and browsing on the Contest's website (<https://www.kuali.com/>), Kuali App, Kuali Facebook (<https://www.facebook.com/StarKuali/>) and Kuali Instagram (<https://www.instagram.com/kualimiy/>) is done at the participants' own risk. Neither the Organiser nor any other party involved in creating, producing, or delivering the Contest's website/ Kuali App/ Kuali Facebook/Kuali Instagram, nor any naming right sponsors, event sponsors and third parties affiliated with the Organiser shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of the participants' access to, or use of, or browsing the Contest's website/ Kuali App/ Kuali Facebook/Kuali Instagram, or downloading of any materials, data, text, images, video, or audio from the Contest's website/ Kuali App/ Kuali Facebook/Kuali Instagram, including, without limitation, damage to, or viruses that may infect, their computer equipment or other property as a result thereof. Without limiting the foregoing, everything on the Contest's website/ Kuali App/ Kuali Facebook/Kuali Instagram is provided to the participants "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

12. Unless otherwise specified, all ancillary costs are the participants' responsibility.

13. If this Contest is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, then the Organiser reserves the right, in its sole discretion, to modify the terms and conditions for this Contest, modify the Contest, suspend, terminate or cancel the Contest, as appropriate, without prior notice.

14. The Organiser reserves the right to amend these terms and conditions at any time without prior notice and the amended terms and conditions will be uploaded onto [www.kuali.com](http://www.kuali.com).

## 15. PERSONAL DATA PROCESSING STATEMENT RELATING TO PARTICIPANT (“**Notice**”) IN ACCORDANCE WITH PERSONAL DATA PROTECTION ACT, 2010 (“**PDPA**”) AND PUBLICITY

15.1 The PDPA governs the processing of the participant’s personal data (“**Personal Data**”) by the Organiser. This Notice is issued to participants to inform that this is the basis upon which the processing of the Personal Data is done by the Organiser.

15.2 Purpose: All information (including Personal Data) submitted by participants in their participation of the Contest shall belong to the Organiser and the participants irrevocably and unconditionally consent and permit the Organiser to use, publish or feature the participants’ and/or their pictures (which may include the participant’s name, statements about the Contest or any of its related matter) without further notice or compensation for publicity, advertising or any other related purposes in any manner whatsoever, including but not limited to in any of the Organiser’s publications, websites and/or any promotional materials connected to the Contest.

15.3 Transfer: The participants’ Personal Data will be kept confidential by the Organiser but the participants agree that for the purposes set out in Clause 15.2 above, the Organiser may transfer or disclose such Personal Data to the following parties within or outside of Malaysia:

- (a) Other partners or any participating partners which owe a duty of confidentiality to the Organiser;
- (b) The Organiser’s agents or contractors under a duty of confidentiality to the Organiser providing administrative, telecommunications, data processing or other services to the Organiser in relation to the Contest (such as but not limited to professional advisers, customer call centre providers, gift redemption centres or data entry companies);
- (c) Any subsidiaries and/or affiliates of the Organiser that owe a duty of care to the Organiser;
- (d) Any law enforcement agency and/or regulatory body for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom the Organiser are under a binding obligation to make disclosure under the requirements of any law, rule, regulations, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies; and
- (e) Sponsor of the Contest to facilitate the redemption/collection/delivery of the prizes.

15.4 Access: The participants have the right to request access to and to request correction of the relevant participants’ Personal Data. Nothing herein contained shall limit the rights of any participant under the PDPA.

16. Click here (<https://www.thestar.com.my/terms/>) to view the full Privacy Policy of the Organiser and <http://www.bidorkwongheng.com/privacy-policy/> to view the full privacy policy of the Sponsor.

17. All entry instructions and any other specific details relating to the Contest or the prize not specified herein shall form part of these Terms and Conditions.

18. The Organiser’s decisions are final and there shall be no appeal entertained and/or allowed. All participants shall not resort to court proceedings to review the Organiser’s decisions.

19. For further information, please email your enquiries to [kuali@thestar.com.my](mailto:kuali@thestar.com.my).