

# Oreo Spiderman – Win The Ultimate European Experience!

## 2019 Contest Terms & Conditions

### 1.0 Organiser & Eligibility

1.1 The Oreo *Spiderman Contest* ["Contest"] is organised by Mondelez Malaysia Sales Sdn Bhd [Company Registration Number 536551-W] ["the Organiser"] and is open to all legal residents of Malaysia aged 18 years and above as of 01/06/2019.

1.2 The following group of persons shall not be eligible to participate in the Contest:

1.2.1 Employees of the Organiser [including its affiliated and related companies] and their immediate family members [children, parents, brothers and sisters, including spouses]; and/or

1.2.2 Representatives, employees, servants and/or agents of advertising and/or contest service providers of the Organiser [including its affiliated and related companies], and their immediate family members [children, parents, brothers and sisters, including spouses].

### 2.0 Duration

2.1 The Contest period will be from **01/06/2019 at "00:00:01" to 3/08/2019 at "23:59:59"** ["Contest Period"]. The Organiser shall reserve the right to revise the Contest Period at any time without prior notice or assign any reason whatsoever. All submissions received after the Contest Period will be null and void without further notice.

### 3.0 Submission & Qualifying Criteria

3.1 To enter the Contest, purchase a minimum of RM5 worth of Oreo products in a single receipt within the Contest Period. The proof of purchase ["POP"] required to enter the Contest is one [1] original printed receipt with a minimum purchase RM5 worth of any Oreo product during the Contest Period. Each receipt entitles for 1 entry. Receipts cannot be combined. The Contest is valid in all participating stores nationwide.

3.2 Submission of entries are via WhatsApp Messaging ("WM") from any locally registered mobile number. Participants are required to type their full name and NRIC number as per MyKad, snap a picture of the proof of purchase (receipt) and submit via "WM" to +012-574 0001. No acknowledgment of receipt will be sent by Organiser for the entries received.

a. Each participant is entitled/eligible to submit more than one [1] entry throughout the Contest Period, but each entry must be accompanied by a unique receipt. Subsequent entries with duplicated receipts will be forfeited. Participants will be identified by their MyKad number and POP picture submitted via WM.

b. Participants must retain the original receipts submitted throughout the Contest Period for verification and redemption of prizes. Failure to present the original receipt may result in forfeiture of the prizes.

c. Proof of submission of an entry is not proof of receipt. The Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

### 4.0 Contest Prizes

4.1 There are four [4] Grand Prizes and one hundred and six [106] Special Prizes to be won.

#### Grand Prize [x4]

a. A trip for two [2] persons to Europe inclusive of two [2] return Economy air tickets, one [1] room accommodation with breakfast, airport transfer(s) and entrance tickets.

b. Nationwide winners will be based on those who purchase from West and East Malaysia, while winners for the bespoke account need to show receipt from the respective retailer account below for eligibility.

Winners	Number of winners	Receipts Proof
Nationwide Malaysia	2	Any stores within Nationwide Malaysia
Giant Only	1	Giant outlets nationwide
Tesco Only	1	Tesco outlets nationwide

c. Winner announcement will be made within a month (1<sup>st</sup> Aug 2019 – 31<sup>st</sup> Aug 2019) after the campaign has ended (31<sup>st</sup> July 2019).

- d. Trip package validity is seven (7) months from the date of winner announcement. Winners of the Grand Prize is only allowed to travel from 1<sup>st</sup> Sept 2019 to 31<sup>st</sup> Mar 2020. If the winners are not able to travel as per date specified date, the prizes shall be forfeited with no compensation whatsoever.
- e. All flights & accommodation are subject to availability at time of booking. The Prizes must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional expenses, meals, taxes, valid passports, visas, transport to & from departure point, additional transfers, insurance & all other ancillary costs shall be the sole responsibility of the winners.
- f. The Organiser shall not be liable for any cancellation or re-scheduling that may prevent a prize fulfillment in the Contest.

Special Prizes [x106]

- a. Nationwide winners will be based on those who purchase from West and East Malaysia, while winners for the bespoke account need to show receipt from the respective retailer account below for eligibility.

Winners	1 <sup>st</sup> Prize	2 <sup>nd</sup> Prize	3 <sup>rd</sup> Prize	Bi-Weekly Prizes	Receipts Proof
Nationwide Malaysia	5x Spiderman Head 1:1 Bluetooth Speaker	5x HD Camera Drone	N/A	Week 1-2 (1/6/19 – 16/6/19) – 10 pairs GSC Gold Class Tickets Week 3-4 (17/6/19 -30/6/19) – 10 pairs GSC Gold Class Tickets Week 5-6 (1/7/19 – 14/7/19) – 10 Spiderman Limited Edition Hoodie Week 7-8 (15/7/19 – 31/7/19) – 10 Spiderman 3D Mug	Any stores within Nationwide Malaysia
Giant Only	8x HD Camera Drone	8x Spiderman Limited Edition T-Shirt	N/A	N/A	Giant outlets nationwide
Tesco Only	8x Spiderman Limited Edition Hoodie	8x Spiderman 3D Mug	N/A	N/A	Tesco outlets nationwide
Aeon Only	8x Spiderman Limited Edition Hoodie	8x Spiderman 3D Mug	8x Aeon Cash Voucher worth RM50 each	N/A	Aeon outlets nationwide

## 5.0 Winner Selection

5.1 Eligible entries must comply with the Submission & Qualifying Criteria mentioned above.

5.1.1 Grand Prize x 4 winners

i. The Shortlisted Grand Prize winners will be determined by the total number of qualified entries received during the Contest Period divided by 5.5. For example: if the total number of qualified entries is 9,001, then this number will be divided by 5.5 and rounded to the nearest whole number which is 1,637. Hence the 1,637<sup>th</sup>, 3,274<sup>th</sup>, 4,911<sup>th</sup>, 6,548<sup>th</sup> qualified entries will be shortlisted and stand to win the Grand Prize. In the event the shortlisted entry is disqualified, the next earlier entry will be the replacement winner. For example: the replacement winner for the 1,637<sup>th</sup> qualified entry is qualified entry 1,638<sup>th</sup>.

5.1.2 First Prize, Second Prize, Third Prize x 66 winners:

i. The Shortlisted winners will be determined by the highest accumulated total number of entries within the Contest Month. In the event of a tie (same total amount), the participant with the earlier valid entry received will be selected.

5.1.3 Bi-weekly Prize - 10 winners x 4 bi-weekly:

i. The Shortlisted bi-weekly prize winners will be selected randomly based on accumulated total number of entries within the Contest Week.

5.2 Shortlisted participants will be contacted via mobile phone by the appointed Contest agency for verification and will be required to answer all questions correctly relating to the Contest to be eligible for the prizes. In the event the eligible winner fails to correctly answer the question, the Organiser reserves the right to disqualify the eligible winner and find another eligible winner as replacement. Should the first attempt to contact the eligible winner fail,

the next 24 hours of the first telephone call. Where such further attempts are unsuccessful, the Organiser reserves the right to select the next qualified participant. The Organiser will not be held liable in the event the eligible winners cannot be contacted for whatever reasons.

5.3 Participants may send as many entries as possible. Participants can win only one any [1] prize throughout the Contest Period.

5.4 All final Contest Winners will be announced via the website [www.oreospiderman.com](http://www.oreospiderman.com) at least one [1] month after contest period ends. In the event a shortlisted participant is not contactable after the 3rd call attempt, it is the organiser's full discretion to determine the next shortlisted participant in line or to forfeit the prize. All prizes must be claimed within three [3] months from the date of announcement of winners. All unclaimed prizes shall be forfeited.

5.5 The Organiser shall reserve the right at its absolute discretion to substitute the prizes with another of similar value, at any time without prior notice. The prizes are non-transferable and all prizes are given on an "as is" basis and are not exchangeable for cash or its equivalent.

#### 5.6 Prizes Redemption/ Delivery

West Malaysia winner - The prize must be collected personally within the given period (from 17<sup>th</sup> June 2019 to 30<sup>th</sup> September 2019; Monday – Friday at 10am – 5pm) at appointed Contest agency office. The winner is required to present original receipt and photocopy of winner's IC during prize redemption. Winner that require a representative to claim their prize on their behalf must ensure that their representative provide an authorization letter issued by the winner together with original receipt and a copy of the winner valid IC. Failure to present will result in forfeiture of the prizes. All late prizes redemption will not be entertained and automatically forfeited.

East Malaysia winner - Prize will be delivered to the winner. Winner is required to share their delivery details and it will be assumed finalised/cannot be changed after submission. It is the responsibility of the winner to provide a correct and valid address. In the event if the winner is uncontactable, prizes will be forfeited and subject to organiser's decision to pick the next winner in line. Failure to present the original receipt may also result in forfeiture of the prizes. Prize will be delivered to the winner within three [3] months from the time winner share their delivery details.

### 6.0 Liability & Responsibility

6.1 Participants and their heirs shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents [including death] resulting from their participation in the Contest, redemption and/or utilization of the prize and agree to irrevocably and unconditionally release and hold the Organiser free and harmless of any liability for any reason whatsoever.

6.2 All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses incurred to participate in the Contest, Grand Prize Finalist Challenge and prize redemption shall be the sole responsibility of the winners.

### 7.0 Rights of the Organiser

7.1 By participating in the Contest, the participants give consent and absolute right to the Organiser to use their names, photographs and their prizes as materials for the purposes of advertising, marketing, trade and/or publicity, without any prior notice. The participants shall not be entitled to claim ownership and/or other forms of compensation for the use of the materials by the Organisers.

7.2 The Organiser reserves the right to modify, suspend and/or cancel at any time without the need to provide any notice or assign any reason whatsoever.

7.3 The Organiser reserves the right, in its sole discretion, to disqualify any participant that is found or suspected of tampering with the Contest submission process or the operation of the Contest and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to the contest.

### 8.0 Personal Data Protection

8.1 Each participant's participation in the Contest is conditional upon the participant consenting to the Organiser and its affiliated companies and business units using the participant's personal data for the following purposes :

- i. to notify the participant if he/she has won any prize;
- ii. to conduct, manage, and administer the Contest including verifying the identity of participants for participation or prize collection;
- iii. for consumer research and analysis, promotional, publicity, advertising and marketing purposes; and
- iv. for the Organiser and its affiliates to obtain feedback on its products and services.

for administrative purposes, and with third parties supporting their administrative and business functions. In some cases, this may involve the storage, use, disclosure or other processing, or transfer of participant/s personal data out of Malaysia. The Organiser and its affiliated companies and business units may also share a participant/s personal data with third parties to carry out cross- promotion. By participating in this Contest, the participant consents to the use of his or her personal data for the purposes listed above.

## **9.0 Terms & Conditions**

9.1 By entering this Contest, the participants agree to be bound by the Terms & Conditions of the Contest and the decisions of the Organisers shall be final and binding. No appeal shall be entertained for any reason whatsoever.

9.2 The Contest Terms & Conditions and the Contest mechanics may be amended from time to time and shall prevail over any provisions or representations contained in any other promotional material or advertising of the Contest. The Contest and its Terms and Conditions shall be governed by the laws of Malaysia and be subject to the exclusive jurisdictions of the Malaysia courts.