

Semarakkan Hari Malaysia dengan SUPER™ Terms & Conditions

yang ditunjukkan di dalam bahan promosi.

Gambar hadiah yang ditunjukkan hanya untuk tujuan ilustrasi sahaja. Hadiah sebenar mungkin berbeza daripada

These terms and conditions (the "Terms") shall apply to the Semarakkan Hari Malaysia dengan SUPER organized by JACOBS DOUWE EGBERTS RTL SFM MY SDN BHD (Company Registration No.: 199901006336 (481236-P)) ("Organiser"), ("Contest").

Supermalaysia

JACOBS DOUWE EGBERTS RTL SFM MY SDN. BHD. 199901006336 (481236-P)

Participant (as defined below) agrees and acknowledges that they have read these Terms and that entry into the Contest is deemed to be acceptance of these Terms. Any capitalised terms used in these Terms have the meaning given in the Terms, unless stated otherwise. Organiser & Qualifications

1. All participants who are permanent residents of Malaysia or Malaysian citizens and who are at least eighteen (18) years of age at the beginning of the Contest Period are eligible to take part in the Contest ("Participants").

2. The Organiser may require the Participants to present valid identification for verification of the Participants' identity. 3. Individuals listed below are not eligible to participate in this Contest:

• Employees of the Organiser (including its affiliates, subsidiaries or related entities) and their immediate family members (child, parents, siblings, and spouses); and/or • Representatives and/or employees of the advertising agencies and/or any other third-party contractors or agencies engaged by the Organiser in connection with this Contest (including their associated and related companies), and their immediate family members (child, parents, siblings, and spouses).

Contest Period & Entry Criteria

4. The Organiser may exclude any Participant from participating in this Contest without giving prior notice and/or reasons, at its absolute discretion.

5. The Contest shall commence on 16 August 2023 0:00:00 hours and end on 30 September 2023 at 23:59:59 hours (Malaysian Time) ("Contest Period"). All entries received outside the Contest Period or Weekly Contest Periods (as defined below) will be immediately disqualified. No correspondence will be entertained.

6. Weekly Contest Period (7 Weeks)

a)Week 1: 16 August 2023 - 20 August 2023 b)Week 2: 21 August 2023 - 27 August 2023 c)Week 3: 28 August 2023 - 3 September 2023 d)Week 4: 4 September 2023 - 10 September 2023 e)Week 5: 11 September 2023 - 17 September 2023

f)Week 6: 18 September 2023 - 24 September 2023

g)Week 7: 25 September 2023 - 30 September 2023 7. Only Receipts (as defined below) for purchases of any Participating Product(s) (see below for a list of Participating Products) shall be valid for the purposes of this Contest and must be submitted in accordance with the these Terms and within the Contest Period and respective Weekly Contest Periods. Entries received beyond the ContestPeriod and each stipulated Weekly Contest Period will be deemed invalid and will not be eligible. For example, a Receipt dated 16 August 2023 (Week 1 of the Weekly Contest Period) must be submitted on or before 20 August 2023. The Receipt dated 16 August 2023 will not be eligible for participation in Week 2 - Weekly Contest Period.

8. Please find below a list of the participating products for the Contest under the Super brand:

List of Participating Products

 Classic White Coffee Tea Infusions Original

 Nutremill Power Rich Nutremill Smartgrains Ayu Zero Sugar Added Milk Tea Nutremill Soymilk. **Participation Terms** 9. Participants shall provide proof of purchase which is the original printed receipt from the relevant retail outlet (convenient stores, mini markets, supermarkets and hypermarkets) or

the official document issued to the Participants for the purchase of the Participating Products from the Organiser's flagship store or online store as listed below including but not limited to a screenshot of the order details with a delivered status or invoice ("Receipt"). Hand written receipt will not be accepted as proof of purchase. Participants must purchase any ONE (1) Participating Products, to be eligible to participate in this Contest. Flagshin/Online stores

riagsnip/Online stores	Links	
Lazada	https://www.lazada.com.my/shop/jde-world-of-coffee/	
Shopee	https://shopee.com.my/jdeworldofcoffee.my	
TikTok	https://www.tiktok.com/@jde_worldofcoffee	
PG Mall	https://pgmall.my/s/PGKB/8345	
Lazada Grocery Online	https://www.lazada.com.my/shop/lazada-groceries	
Shopee Supermarket	https://shopee.com.my/supermarket	
Bigboxasia.com	https://bigboxasia.com/	
Bigbox Shopee	https://shopee.com.my/bigbox.asia	
Bigbox Lazada	https://www.lazada.com.my/shop/bigbox-asia/	

- 11. Participants shall submit their entries via WhatsApp (downloadable via Play Store for Android OR App Store for iOS).
- How to Participate: • Each entry must be complete and accurate and must be accompanied with a photo of the Receipt. The original Receipt shall be retained by the Participant and produced to the Organiser if requested.
 - Submit your entry and a photo of the Receipt via WhatsApp to 016-662 3922. • Participants will receive a reply message with the Organiser's Privacy Notice via WhatsApp.
 - Participants to read and agree to the Privacy Notice and provide his/her personal particulars (Full Name & MyKad/PR Card number).

SP Finalists"). [*computation example: 160, 160+160=320, 320+160=480, 480+160=640].

- Each Receipt will be assigned with serial number(s) (one entry per Receipt regardless of the amount spent please refer to clause 16 for more information in respect of the
- allocation of the serial number). (Note: the serial number is for the Organiser's reference only and will not be disclosed to the Participant).
- 12. Participants may submit more than ONE (1) entry. However, every Receipt will be eligible for ONE (1) entry and can only be used once. Only Participants who have fulfilled all the
- requirements will be considered to have valid entries. The Participant's entries will be disqualified if the same Receipt is used more than once in multiple entries. 13. Each Participant is only eligible to win a maximum of ONE (1) Weekly Prize and ONE (1) Main Prize during the Contest Period.
- the Prizes shall not be resold or used for any commercial purposes. 15. The Organiser shall be entitled to replace the Prizes with other prizes of the same value at its sole and absolute discretion. To the extent permitted by law, the Organiser, its agencies, affiliates, and sponsors and their representatives shall not be liable for any defects or misuse of the Prizes, or to any claims, liabilities, losses or damages in connection

14. The Participants agree that all Prizes are non-transferable, non-exchangeable, may not be exchanged for cash and are at all times subject to availability. The Participants agree that

- with this Contest.
- 16. The Winners will be selected in accordance with the following process: a) As part of the Grand Prize, Special Prize and Weekly Prize winners' selection process, all valid entries collected and processed by the Organiser throughout the Contest Period will
- be allocated a set of serial numbers starting from serial number "1".
- b) The serial numbers allocated to each valid entry will be tabulated and added up to derive the total number of valid entries ("Total Qualified Entries"). Assuming that the Total
 - Qualified Entries is 8,000, the Organiser will compute and select the Winners based on the following: (i) Selection of Grand Prize Winner Finalists: [8000 - 7] ÷ 2 = 3996.5. Since dividing 7993 with 2 will result in a number with decimal value, the number 3996.5 will be rounded up to
 - 3997. The Participants with valid entries bearing the following serial numbers will be selected as the Grand Prize Finalists: 3997*and 7994* ("Shortlisted GP Finalists"). [*computation example: 3997, 3997+3997=7994]. (ii) Selection of Special Prize Winner Finalists: [8000 - 7] ÷ 50 = 159.86. Since dividing 7993 with 50 will result in a number with decimal value, the number 159.86 will be rounded up to 160. The Participants with valid entries bearing the following serial numbers will be selected as the Special Prize Finalists: 160*, 320*, 480*, 640* and so forth ("Shortlisted
 - c) Selection of thirty [30] Weekly Prize Finalists: Assuming that the Total Qualified Entries for Week 1 is 654, the Organiser will compute and select the Winners based on the following: (654 - 7) ÷ 30 = 21.6. Since dividing 647 with 30 will result in a number with decimal value, the number 21.6 will be rounded down to 21. The Participants with valid entries, for the relevant week, bearing the following serial numbers will be selected as the Weekly Prize Finalists for the relevant Weekly Contest Periods: 21*, 42*, 63*, 84* and so forth ("Shortlisted WP Finalists"). [*computation example:21,21+21=42,42+21=63, 63+21=84].
 - Receipt; and (b) to answer the contest question provided by the Organiser ("Contest Question"). If the Contest Question is answered correctly, the Shortlisted WP Finalists, Shortlisted GP Finalists and Shortlisted SP Finalists shall be the Weekly Prize Winners ("WP Winners"), Grand Prize Winners ("GP Winners"), and Special Prize Winners ("SP Winners") respectively ("Winners") and will be eligible to redeem a Prize.

Subject to the Terms, the GP Winners will be selected from the

d) The Shortlisted WP Finalists, Shortlisted GP Finalists and Shortlisted SP Finalists will be contacted by the Organiser after the end of the Contest Period, for (a) verification of the

Contest Prizes & Redemption 17. There are a total of 252 prizes to be won, with the breakdown as follows: **Description of Prize*** No. of Prize(s) Available **Prize Selection Mechanics**

Type of Prizes **Grand Prize**

Modenas Dominar D250 worth

		D250 worth RM13,797 each		Shortlisted GP Finalists who have answered the Contest Question correctly.	
	Special Prizes	Dining with Shuib	50	Subject to the Terms, the SP Winners will be selected from the Shortlisted SP Finalists who have answered Contest Question correctly.	
	Weekly Prizes	Grocery voucher worth RM100 each**#	210 (30 winners per week)	Subject to the Terms, the WP Winners will be selected from the Shortlisted WP Winners who have answered Contest Question correctly (based on the stipulated Weekly Contest Period schedule mentioned in Clause 6 above).	
Gran	nd Prize and Specia	al Prize are collectively refer	red to as the "Main Prize"	. The Grand Prize, Special Prize and the Weekly Prizes are collectively referred	to as the "Prizes".
	mages of any prize actual prizes.	es shown in any Contest mate	erials, advertisements, pul	blicities and other materials relating to this Contest are for illustrative purposes	only and may not depict

- applicable) shall not be replaced by the Organiser. #*The Organiser shall, at its sole discretion, decide all matters in connection with the Petrol Card / eWallet Credit including matters such as the identity of the issuer of the said card or eWallet and the form of the card whether in the form of a cash voucher or otherwise.
- 18. The Organiser shall not be liable for any costs (including transportation costs) in connection with the redemption and/or delivery of the Prizes. All costs and expenses including but not limited to duties, taxes, and/or incidental expenses, costs, fees or charges imposed in respect of any of the Prize and its collection are to be solely borne by the relevant Winners.

19. The Organiser shall announce the Winners by 1 November 2023 ("Announcement Date") on https://www.facebook.com/SuperMalaysia/. Each Winner will be contacted by the

**The specific terms and conditions of each of the Prizes shall apply where applicable, and the Participants agree that any Prizes which are not used before its expiry date (where

- Organiser by using the phone number provided to the Organiser and within 60 days from the Announcement Date to arrange for the collection of their Prizes. Upon verification of the Winners' identity by the Organiser, the Winners will be issued with instructions to collect their Prizes. The Winners shall collect the Prizes in person and shall present original proof of identity and the original Receipt during the Prize collection. 20. In the event that any Winner cannot be contacted via phone after three (3) attempts made over three (3) consecutive days (during working hours from 9am - 6pm, Monday to Friday)
- GP Finalist and/or Shortlisted SP Finalist shall be disqualified at the Organiser's discretion, and the Organiser shall select a replacement Winner, Shortlisted WP Finalist, Shortlisted GP Finalist and/or Shortlisted SP Finalist at its sole and absolute discretion. 21. Winners agree that the Prizes must be collected on the specific date and in accordance with the instructions provided by the Organiser or within TWO (2) months of being notified by the Organiser (via SMS or any other communication channels), and that any Prizes which have not been collected within the redemption period shall be forfeited and any unused

or any Shortlisted WP Finalist, Shortlisted GP Finalist and/or Shortlisted SP Finalist fails to answer the Contest Question correctly, such Winner, the Shortlisted WP Finalist, Shortlisted

- Prizes cannot be exchanged for cash. The Organiser also reserves the right to replace the Winners of the Prizes at its discretion. 22. Winners who require a representative to redeem their Prize on their behalf must ensure that their representative provides a letter of authorization issued by the Winner, a copy of the Winner's valid identification document, and the representative's valid identification document. **Privacy Notice**
- 23. By participating in the Contest: a) the Participant is taken to have accepted and agreed to be bound by these Terms and any other instructions, specific terms and conditions that the Organiser may issue from time to time; b) the Participant hereby grants his/her consent for the Organiser or any third party appointed by the Organiser to collect, use, process and disclose the Participant's personal data

acquired, for the following purposes in accordance with the Personal Data Protection Act 2010 and the Organiser's Privacy Notice located here (English) (Bahasa Melayu). (i) administering this Contest, including contacting the Participant on the collection of the Prizes; (ii) verifying the Participant's identity;

- (iii) compliance with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority; (iv) transmitting to any third parties including our third-party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Malaysia or
- (vi) any other incidental business purposes related to or in connection with the above. c) Further, by participating in the Contest, the Participant agrees: (i) that the Organiser reserves the right to video, photograph and/or record the Contest (including the announcement of the winners and the collection of the Prizes), and publish
- the Participant's images and details for any purpose related to the Contest without having to provide compensation to the Participant; (ii) that the Organiser shall have the right to suspend, withdraw or cancel the Contest, and to amend these Terms (including Contest Period which may be extended at the

(v) providing marketing material to the Participant; and

abroad, for the aforementioned purposes;

- Organiser's sole discretion) at any time in its sole and absolute discretion without prior notice; (iii) that the Organiser's decisions on all matters relating to the Contest shall be final, and the Organiser will not entertain any correspondence or appeals on the same; (iv) that Participants who have been found to have engaged in misconduct, including cheating, fraud and/or manipulation shall be disqualified from the Contest and will not be
- eligible to win any Prize;
- (v) to indemnify the Organiser against any loss, damage, liability, cost, or expense (including reasonable legal fees), which the Organiser may incur in connection with a breach of these Terms by the Participant; and (vi) that the Organiser shall not be liable for any injuries, losses or damages arising from or in connection with the Contest, including without limitation, breakdown or malfunction
- of related equipment, or any error in the outcome of the automatic random selection process. 24. Miscellaneous (a) In addition to these Terms, any other order or rules of the Contest as stated at the website https://supersemarakkanharimalaysia.com/, shall also bind all Participants. (b) Any clause in these Terms or any other terms and conditions as may be agreed to or accepted by the Participants that is invalid, unenforceable or illegal shall be enforced as
 - nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other clauses, which clauses shall continue to be valid and enforceable to the fullest extent permitted by law. (c) In the event of any inconsistencies between these Terms and the contents of any Contest material relating to the Contest, these Terms shall prevail. In the event of inconsistencies between the English version and any other versions of the Terms, the English version shall prevail.

(d) The Participant agrees that these Terms shall be governed by Malaysian law. In the event that there is a dispute concerning the conduct of the Contest or claiming a Prize, the

- Organiser will resolve the dispute in direct consultation with the Participant. If the dispute cannot be resolved the Organiser's decision shall be final. (e) The Organiser reserves the right to refuse to allow a Winner to take part in any or all aspects of the Prize, if the Organiser determines in their absolute discretion, that a Winner is not in the physical or mental condition necessary to be able to safely participate in or accept the Prize. It is a condition of accepting the Prize that the Winner may be required to sign a legal release as determined by the Organiser in its absolute discretion, prior to receiving the Prize.
- (f) If a Prize is provided to the Organiser by a third party, the Prize is subject to the terms and conditions of the third-party prize supplier and the provision of the Prize is the sole responsibility of the third party and not the Organiser. The terms and conditions which apply to the Prize at the time it is issued to the Winner will prevail over these Terms, to the extent of any inconsistency. The Organiser accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any delay or failure relating to the

Prize itself or failure by the third party to meet any of its obligations in these Terms or otherwise or Winners' failure to collect or use the Prizes in accordance with the terms and

- conditions of the third-party prize supplier and/or these Terms, as applicable. (g) If relevant, where materials (including comments posted on social media) are submitted as part of the Contest entry (including survey answers) these materials must NOT: (i) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy;
 - (ii) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (iii) contain viruses.
- (h) Participants warrant that they own or have the right to license the copyright in any entry submitted by them into this Contest, for the purposes of this Contest, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Contest, and that the use by the Organiser of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). (i) By entering, all Participants license and grant the Organiser, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right

to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing

- or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. (j) Participants further agree, upon request by the Organiser, to assign all of their rights, title and interest (including copyright) in and to their entry to the Organiser and to sign any legal documentation to confirm such assignment. (k) Participants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has
- jointly created or has any rights in the aforementioned material. (l) Participants consent to any use of their entry that may otherwise infringe their moral rights. Participants are responsible for all entries they submit on entry. The Organiser will not be liable for any entries, to the extent permitted by law. (m) The Organiser reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these
- Terms. The Organiser will have no liability to Participants if it exercises this right and Participants must comply with any request made by the Organiser pursuant to this paragraph. (n) The Participant warrants and represents that any material sent or provided by the Participant to the Organiser will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the Participant has all rights to use the materials and has obtained all necessary consents to comply with any

relevant privacy and/or confidentiality requirements. Participants agree to indemnify the Organiser for any breach of the Terms including this clause.

(o) To the extent permitted by law, if for any reason any aspect of this Contest is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Organiser, the Organiser may in its sole discretion cancel, terminate, modify or suspend the Contest and invalidate any affected entries, or suspend or modify a Prize. (p) The Organiser reserves the right, at any time, to validate and check the authenticity of entries and Participant's details (including a Participant's identity, age and place of

residence). In the event that a winner cannot provide suitable proof as required by the Organiser to validate their entry, the winner will forfeit the Prize in whole and no

substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Organiser's discretion be deemed invalid and not

- eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid. (q) The Organiser reserves the right to disqualify entries in the event of non-compliance with these Terms.
- (r) The Organiser and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Contest or accepting or using any Prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum
- allowable by law). (s) The Participant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Contest, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Organiser may use any such marketing and editorial material without further reference or
- (t) The Organiser accepts no responsibility for any tax implications and the Participant must seek their own independent financial advice in regards to the tax implications relating to the Prize or acceptance of the Prize. (u) Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of these rights.

compensation to them.

25. Facebook and Instagram

- (a) This Contest is running across Facebook and Instagram, with each having its own technical requirements, terms and conditions and fair usage policies. The Organiser accepts no responsibility if a Participant fails to follow the applicable requirements. (b) Entry and continued participation in the Contest is dependent on Participants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php and Instagram's Terms of Use which can be viewed at http://instagram.com/legal/terms.
- the Organiser and not to Facebook or Instagram. The information a Participant provides will only be used for the purposes outlined in these Terms. Any questions, comments or complaints about this Contest must be directed to the Organiser and not to Facebook or Instagram. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by a Participant, as a result of participating in the Contest (including taking/use of a Prize), except for any liability which cannot be excluded by law.

(c) This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Participants understand that they are providing their information to

(d) By entering the Contest, each Participant releases Facebook and Instagram from all liability in relation to the Contest and acknowledges that this Contest is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram and that any information provided by Participants is provided to the Organiser and not to Facebook or Instagram.