

SUN LIFE MALAYSIA BRIGHTER HEALTH BLOOD GLUCOSE SCREENING CAMPAIGN (the “Campaign”)

TERMS OF USE

The Campaign is organized by Sun Life Malaysia Assurance Berhad (Company No. 197499-U) (“Sun Life Malaysia”) in collaboration with;

- a) LeadinHealth Sdn. Bhd. (Company No. 1166253-P) (“LeadinHealth”) through its technology platform and services called Walnut Wellness;
- b) Roche Diagnostics (M) Sdn. Bhd. (Company No. 231446-P) (“Roche Diagnostic”);
- c) Tigas Alliance Sdn. Bhd. (Company No. 1150649-P) (“Tigas Alliance”);
- d) Am Pm Pharmacy Sdn. Bhd (Company No. 572945-M) (“Am Pm Pharmacy”); and
- e) Health Lane Family Pharmacy Sdn. Bhd. (Company No. 0755172-K) (“Health Lane”).

Sun Life Malaysia, LeadinHealth, Roche Diagnostic, Tigas Alliance, Am Pm Pharmacy and Health Lane shall hereinafter referred to collectively as “Partners”, “We”, “Us” or “Our” and individually as “Partner”, where the context so requires.

The Participant and the Partners shall hereinafter referred to collectively as “Parties” and individually as “Party”.

The Partner shall include all its subsidiaries, related and/or associated companies, successors-in-title and assigns.

Please read and understand these Terms of Use before You participate in the campaign and use the blood glucose screening services as they contain important information and apply to your access to the campaign as a participant.

By participating in the Campaign, accessing to the Campaign Services and using the blood glucose screening services, You will be deemed to have;

- a) read and agreed to be bound by these Terms of Use; and
- b) consented to the collection, use (including without limitation, handling and processing) and disclosure of your personal information in accordance with the these Terms of Use and the applicable Privacy Policy.

If You do not agree to these Terms of Use, please do not;

- a) participate in the Campaign;
- b) access to the Campaign Services; and
- c) use the blood glucose screening services.

If You do not understand or have any questions on these Terms of Use, please email your query to Leadinhealth at enquiry@leadinhealth.com or call at +6011-3092 5405.

1. DEFINITIONS

“Campaign Services” shall mean the services relating to the campaign including but not limited to the registration of participants’ details on Walnut Wellness campaign platform by any of the Pharmacies’ personnel, provision of blood glucose screening services (finger-prick blood glucose test) and provision of post screening consultation by the Pharmacies’ personnel.

“Pharmacies” shall refer to Roche Diagnostic, Tigas Alliance, Am Pm Pharmacy and Health Lane;

“Privacy Policy” refers to the Campaign’s Privacy Policy and/or the Partner’s Privacy Policy respectively as accessible in this document;

“You” or “Participant” shall refer to the participant of the campaign;

“Walnut Wellness campaign platform” shall refer to the technology platform and services owned deployed and managed by LeadinHealth hosted on the following web link: http://consultant.walnut.asia/agent_sign_in. It has the following functions: for pharmacy personnel to register campaign participants, to send out campaign verification code to participants, to verify participants’ mobile number, to fill and store participants personal details and health data, to review the specific pharmacy branch and overall campaign participants details.

2. CAMPAIGN SERVICES

- a. All products and services offered by Us after the Campaign Services are subject to the additional terms and conditions of the applicable agreements governing their respective use. These Terms of Use must be read together with the applicable terms and conditions governing any transaction(s), product(s) and/or service(s) provided by Us and undertaken by You. In the event of any conflict between these Terms of Use and the Terms of Conditions governing the relevant transaction(s), product(s) and/or service(s), the latter will prevail.

3. REGISTRATION & DISCLOSURE OF INFORMATION

- a. You must be a Malaysian of age between 18 and 70 years at the time of the registration of the Campaign.
- b. The types of personal and sensitive information we collect includes (amongst other things) your name and contact details, identifying information (e.g. date of birth), demographic and profile information (sex, age, etc.) and health and medical-related information. We process such personal information about You in accordance with our Privacy Policy accessible in this document. By using the Campaign services, You consent to such processing and warrant that all information submitted to Us, whether verbally to Us or otherwise, is true, accurate, complete and is not misleading by omission or otherwise. In the event of any change to the information provided to Us, You must

inform Us immediately of such change in order for Us to communicate with You effectively.

- c. Any of your health or medical-related personal information that You provide or that We keep as part of the Campaign Services will not be provided to the underwriting or claims departments of Sun Life Malaysia and therefore will not be used in the making of any future underwriting or claims decisions. Under no circumstances shall Sun Life Malaysia be deemed to have knowledge of any of the Campaign related information in respect of its underwriting and claims functions. In accordance with your duty of disclosure, You are still therefore obliged to disclose any of this information to the extent it may be relevant in the event of any future application for insurance cover, changes to existing insurance cover or claims under an insurance policy with Sun Life Malaysia.

4. SECURITY

- a. You agree not to misuse or abuse the Campaign Services, or to hack or otherwise attempt to gain unauthorized access to the campaign platform and the services within the platform and/or disrupt the security or its resources. If at any time you discover or suspect the occurrence of any of these activities, You are required to notify Us immediately.
- b. We shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with any unauthorised access to the Walnut Wellness campaign platform by any third party, save and except where such unauthorised access was due to any willful default, negligence, or omission attributed to Us.

5. INTELLECTUAL PROPERTY RIGHTS

- a. Unless otherwise indicated, the trademarks and copyright in the Campaign and its contents, including but not limited to any information or content collected via Walnut Wellness campaign platform such as reports, photos, videos, brochures or etc., that the Participant provides or published by Us, shall belong to Us and are protected by the applicable Malaysian and international copyright laws.
- b. Content, materials and information made available via the Campaign may include those from publicly available source and are believed to be in the public domain unless otherwise stated, or from licensed royalty-free stock photos and videos subscribed with and paid to media library sites.
- c. You may not reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Campaign without written permission from Us.
- d. In respect of any content posted or published regarding the Campaign, We shall own the rights to such content or, in the absence of such ownership rights, is granted worldwide, royalty-free, non-exclusive right and license to publish, distribute, reproduce, modify and/or sell any such content (provided such content has been de-identified), without any compensation to the Participant.
- e. If you believe in good faith that any of the content, materials and information related to the Campaign published or posted by Us infringes your copyright, You may send Us a notice requesting that We remove the infringing content, material, or information.

6. PARTNERS' OTHER SERVICES OR PRODUCTS

- a. The Walnut Wellness campaign platform may be linked to other website, application platform, products or services of the Partner which is not related to the Campaign ("the Link") for the Partner to provide further information on its events, products or services. Other Partners are not responsible for the accuracy or availability of the Link, products or services and do not make any warranty, express or implied, with respect to the use of the Link, products or services.
- b. Unless expressly otherwise stated, the Link, products or services does not constitute an endorsement or approval by other Partners of the Link, products, services or the content thereof including but not limited to services, information, products, advertising or other materials made available by the said Partner ("Other Services"). Any dispute about the Other Services or relating to the Participant's use of the Link must be resolved directly with the said Partner.
- c. You acknowledge and agree that You access the Link or Other Services at your own risk.
- d. Other Partners shall not be liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the Participant use of the Other Services.
- e. Other Partners also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the Link or your downloading of any materials, data, text, images, video, or audio from the Link.
- f. If You choose to access the Link or use the Other Services, in addition to these Terms of Use, You will be bound by any additional terms of use set out by the said Partner as well as any other requirements which may be stipulated in writing by the said Partner from time to time.

7. DISCLAIMER OF WARRANTIES

- a. While We endeavour to ensure that all information including those on products and services offered in the Campaign are fair and accurate, We do not guarantee or provide any warranty as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered in the Campaign for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and We expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- b. Your use of any information, services or materials via the Campaign is entirely at your own risk, for which We shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the Campaign meet your specific requirements.
- c. You should obtain professional advice from a medical practitioner, pharmacist, dentist, nutritionist or other appropriate health professional ("the Professionals") in relation to your own personal circumstances or in relation to the diagnosis or treatment of any of your medical condition. It is important to note that the results of any tests, consultations or tools provided to You in relation to the Campaign cannot replace any advice by the Professionals. You should not change or discontinue any assistance or

treatment you may be receiving on the basis of the results of any tests, consultations or tools provided to You in relation to the Campaign without first consulting your healthcare provider. You should also seek advice from the Professionals immediately should any symptoms you may be experiencing persist or change.

8. LIABILITY AND INDEMNITY

- a. You hereby irrevocably agree to fully indemnify, keep indemnified, defend and hold Us (including our officers, directors, employees, contractors, and any other representatives) harmless against all damages, losses, liabilities, claims, expenses and costs, including any legal costs and disbursements that may be incurred by us, whether directly or indirectly, in connection with or arising from:
 - i. your use or misuse of the campaign services and the services provided herein;
 - ii. as a result of your breach of any of the Terms of Use howsoever occasioned;
 - iii. any misrepresentation made or false information provided by You during your use of the campaign services; or
 - iv. any intellectual property right or proprietary right infringement, breach of confidentiality or personal data infringement claim made by a third party against us in connection with your use of the Campaign Services.
- b. We shall not be liable to You or any other persons for any damage or loss suffered howsoever arising whether in contract tort, negligence, strict liability or any other basis, including without limitation to all direct, indirect, special, punitive or consequential damages, economic loss, loss of profits or savings, or loss of opportunity) arising from any interruption or unavailability of this Campaign Services, the services herein and/or the content herein and/or your access or use of this Campaign Services (or any third party link or subsequent services to or from this Campaign Services), and to the fullest extent permitted by law, reliance on the information contained in the Campaign Services.

9. DISPUTE RESOLUTION AND APPLICABLE LAW

- a. These Terms of Use shall be governed by and interpreted in accordance with the laws of Malaysia, and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of Malaysia.
- b. You may channel any issues or complaints with regards to your access and use of the Campaign Services to Us by email at enquiry@leadinhealth.com.
- c. Our performance of obligations under these Terms of Use are subject to existing legislation, laws and regulations governing the same and nothing contained in these Terms of Use shall limit our rights to comply and conform to any governmental requests or legal requirements relating to the access to the Campaign and Services provided therein or in respect of the content provided to Us for your use.

10. TERMINATION

- a. We reserve the right to terminate and/or suspend your access to the Campaign Services at any time, for any reason. In particular, and without limitation, We may terminate

and/or suspend your access should You violate any of these Terms of Use, or violate the rights of us, other participants, or third parties.

11. AMENDMENTS

- a. We reserve the right and discretion to make amendments or update these Terms of Use, information, material, functions and content provided within the Campaign from time to time with and without prior notice.
- b. Any changes will be notified to You via the contact information provided by You on registration or via an announcement on the website related to the Campaign. The changes will apply to the use of the Campaign Services after we have given you the notice.
- c. If You do not wish to accept the new Terms of Use, You should not continue to use the campaign services. If You continue to use the Campaign Services after the date on which the change comes into effect, your use of the Campaign Services indicates your consent to be bound by the new Terms of Use.

12. MISCELLANEOUS

- a. You may not transfer any of your rights or obligations under these Terms of Use to any other person. We may transfer our rights under these Terms of Use to another business where we reasonably believe your rights will not be affected or where otherwise permitted by law.
- b. From time to time, We may purchase a business or sell one or more of Our businesses (or portions thereof) and your personal data may be transferred or disclosed as part of the purchase or sale or a proposed purchase or sale. In the event that We purchase a business, the personal data received with that business, to the extent that it is relevant to the Campaign, will be treated in accordance with this Privacy Policy. In the event that We sell a business, to the extent that it is relevant to the Campaign, a provision will be included in the selling contract requiring the purchase to treat your personal data in the same manner required by this Privacy Policy.
- c. If you breach these Terms of Use, no failure or delay on Our part to exercise any right or remedy provided under these Terms of Use shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- d. If any provision of these Terms of Use is prohibited by law or judged by a court or tribunal to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from Terms of Use and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms of Use.

[Update: 1.8.2019]

PRIVACY POLICY OF THE CAMPAIGN

Dear campaign participant,

This Privacy Policy is issued to all participants of the SUN LIFE MALAYSIA BRIGHTER HEALTH BLOOD GLUCOSE SCREENING CAMPAIGN (the “Campaign”) which is organized by Sun Life Malaysia Assurance Berhad (Company No. 197499-U) (“Sun Life Malaysia”) in collaboration with;

- a) LeadinHealth Sdn. Bhd. (Company No. 1166253-P) (“LeadinHealth”) through its technology platform and services called Walnut Wellness;
- b) Roche Diagnostics (M) Sdn. Bhd. (Company No. 231446-P) (“Roche Diagnostic”);
- c) Tigas Alliance Sdn. Bhd. (Company No. 1150649-P) (“Tigas Alliance”);
- d) Am Pm Pharmacy Sdn. Bhd (Company No. 572945-M) (“Am Pm Pharmacy”); and
- e) Health Lane Family Pharmacy Sdn. Bhd. (Company No. 0755172-K) (“Health Lane”).

pursuant to the statutory requirements of the Personal Data Protection Act 2010 (“PDPA”).

Sun Life Malaysia, LeadinHealth, Roche Diagnostic, Tigas Alliance and Am Pm Pharmacy shall hereinafter referred to collectively as “Partners”, “We”, “Us” or “Our” and individually as “Partner”, where the context so requires.

The Partner shall include all its subsidiaries, related and/or associated companies, successors-in-title and assigns.

By participating in the Campaign, You are accepting the practices and policies in this Privacy Policy. If you object to any practices and policies in this Privacy Policy, please do not participate in the Campaign.

1. WHAT KIND OF PERSONAL DATA WE COLLECT

- a. Personal data means any information in our possession that relates directly or indirectly to an individual to the extent that the individual can be identified from that and from other information in our possession, which for the purpose of this Privacy Policy, includes:
 - i. Sun Life Malaysia collects your name, mobile phone, gender, age, ethnic and/or email only; and
 - ii. Leadinhealth, Tigas Alliance, Am Pm Pharmacy, Health Lane and/or Roche Diagnostics collect your name, mobile phone, gender, age, ethnic, email, and blood sugar (glucose) level only.

2. HOW WE USE YOUR PERSONAL DATA

- a. The personal data (including sensitive personal data) collected from you will be used by:

- i. Sun Life Malaysia: to share and promote roadshows and engagement events which We think may be of interest to You;
 - ii. Walnut Wellness: to manage platform and share health services which We think may be of interest to You;
 - iii. Tigas Alliance , Am Pm Pharmacy and Health Lane: to provide personal health consultation; to share and promote campaigns, health services and products which We think may be of interest to You; and
 - iv. Roche Diagnostics: To provide screening tools discounts and promotions which We think may be of interest to You.
- b. Please note that We may also anonymise or aggregate your personal data by excluding information (such as your name, mobile phone, email) that make the data personally identifiable to you ("**Anonymous Information**"). This Anonymous Information may be used by Us for analysis, reporting and build awareness on subject topic of the Campaign through our portals, events or media outreach.
- c. We will process your personal data in accordance with the PDPA, its applicable regulations, guidelines and/or orders, taking into account the latest amendments to the foregoing, this Privacy Policy and any privacy terms contained in your agreement(s) or terms of use with Us. We may process your personal data by collecting, recording, holding, storing, using and/or disclosing it.
- d. We do not otherwise sell or commercially make available personal-identifiable information about our users (other than in the form of Anonymous Information) to any third party, unless otherwise authorized by law enforcement bodies in complying with legal process and in regard to content violations or violations of applicable laws.

Please note that the underwriting and claims department of Sun Life Malaysia will not have access to your personal data (including health and medical information) provided to, or collected pursuant to the Campaign. Therefore, where you are applying for a new insurance policy from Sun Life Malaysia, you acknowledge that any health, medical or other information that may affect the risk under an insurance policy needs to be separately notified to Sun Life Malaysia even if you have already provided the information to Us pursuant to the Campaign.

3. DISCLOSURE OF YOUR PERSONAL DATA

- a. We will not disclose any of your personal data to any third party without your consent, whether within or outside Malaysia, except in accordance to the respective privacy policy of Partners.

4. WHAT IF PERSONAL DATA PROVIDED BY YOU IS INCOMPLETE?

- a. It is necessary for us to collect and process your personal data. If You do not provide us with your personal data (which are required for the purpose of the campaign offered by us), we will not be able to effectively provide products and/or services to You or process your personal data for any of the Purposes, if at all. We will indicate to you if the personal data which we request from You is optional, in which case you have the option not to provide such personal data.

5. YOUR RIGHTS TO ACCESS AND CORRECT YOUR PERSONAL DATA

- a. We are committed to ensuring that your personal data is stored securely and will store your personal data only for such duration as necessary and/or as per the PDPA permits. You have the right to request for access to, for a copy of and for amendment and update on your personal data held by us by contacting us. You also have the right at any time to request us to limit the processing and use of your personal data (for example, requesting us to stop sending you any marketing and promotional materials or contacting you for marketing purposes), subject to our right to rely on any statutory exemptions and/or exceptions to collect, use and disclose your personal data.
- b. Your written requests or queries should be address to Us by email at: enquiry@leadinhealth.com
- c. By providing your personal data to Us, You consent to Us processing your personal data in accordance with this Privacy Policy, and you confirm that all personal data provided by you is accurate and complete, and that none of it is misleading or out of date. You will promptly update us in the event of any change to your personal data.

6. PERSONAL DATA HANDLED BY US

- a. Please note that with this campaign, you may get access to the services and/or products provided by the Partner via the Partner's onsite premises, online platform, onsite events and other related platforms. For this, the privacy policy notice from individual platforms shall apply:
 - i. Sun Life Malaysia:
<https://www.sunlifemalaysia.com/SunLife/media/SunLifeMedia/PDF/PrivacyNotice.pdf>
 - ii. LeadinHealth Sdn. Bhd: <https://walnut.asia/privacy-policy/>
 - iii. Tigas Alliance Sdn. Bhd.: Tigas Alliance shall collect, obtain, store and process your personal data that you provide in accordance to Personal Data Protection Act 2010. You may refer to the website for further information:
<https://tigasalliance.com/privacy-policy/>
 - iv. Am Pm Pharmacy Sdn. Bhd.: Am Pm Pharmacy shall collect, obtain, store and process your personal data that you provide in accordance to Personal Data Protection Act 2010. You may refer to the website for further information:
<https://www.ampmpharmacy.com/>
 - v. Roche Diagnostics (M) Sdn. Bhd: **attached pdf**
 - vi. Health Lane Family Pharmacy Sdn. Bhd.: Health Lane shall collect, obtain, store and process your personal data that you provide in accordance to Personal Data Protection Act 2010. You may refer to the website for further information:
<http://www.healthlane.com.my/>

7. AMENDMENTS TO THIS PRIVACY POLICY

- a. We reserve the right to update and amend this Privacy Policy from time to time. We will notify You of any amendments to this Privacy Policy via announcements on our website

or other appropriate means. If We amend this Privacy Policy, the amendment will only apply to personal data collected after we have posted the revised Privacy Policy.

[Update: 1.8.2019]