

SUN LIFE MALAYSIA ‘ONE CAR, ONE SMILE’ CAMPAIGN TERMS AND CONDITIONS

Campaign Period

The ‘One Car One Smile’ Campaign (“**Campaign**”) is organised by Sun Life Malaysia Assurance Berhad [Registration No.: 199001005930 (197499-U)] and Sun Life Malaysia Takaful Berhad [Registration No.: 200501012215 (689263-M)], (hereinafter collectively be referred to as “**Sun Life Malaysia**”) from 16 March 2023, 10:00AM until 19 March 2023, 10:00PM (“**Campaign Period**”).

Sun Life Malaysia may, at its sole and absolute discretion, extend or hold the Campaign Period at any time without prior notice.

Eligibility

The Campaign is open to all Malaysian citizens and Permanent Residents (PR) with a Malaysian identification card, aged 18 and above (the “**Participant(s)**”)

Campaign Mechanics

- a) The Campaign information will be available on Sun Life Malaysia’s official Facebook page (<https://www.facebook.com/SunLifeMalaysia>) and Instagram page (https://www.instagram.com/sunlifemalaysia_my/) (“**Sun Life Malaysia’s FB and IG Page**”) during the Campaign Period.
- b) To redeem the Gift (as hereinafter defined), the Participant(s) is required to complete the following:
 - (i) Present the ‘One Car One Smile’ card at the registration counter of Sun Life Malaysia – The Starling Petaling Jaya roadshow, Ground Level, from 10:00AM to 10:00PM;
 - (ii) Fill in the Participant(s)’ personal details on the registration form provided at the counter; and
 - (iii) Follow and Like Sun Life Malaysia’s FB and IG Page.
- c) The Gift shall be redeemed by the Participant(s) from Sun Life Malaysia only during the Campaign Period. Any redemption after the Campaign Period shall not be entertained.
- d) Limited to one (1) Gift only per Participant on a ‘first-come first-served’ basis, while supplies last.

The Gift

- a) During the Campaign, Sun Life Malaysia will give away a total of 500 Tealive beverage vouchers worth RM8.00 each (“**Gift**”).
- b) The Gift shall not be transferable, redeemable and/or exchangeable for cash or credit of any kind.
- c) Unused or expired Gift shall be non-refundable.
- d) The Gift usage/utilisation by the Participant(s) shall be subject to the terms and conditions stated in the Gift. Sun Life Malaysia shall not be liable to the Participant(s) failure or inability to use/utilise the Gift due to non-compliance of the Gift’s terms and conditions.
- e) Sun Life Malaysia shall have no obligation to substitute the Gift with any alternative prize, cash equivalent or other compensation in the event the Participant(s) fails to redeem or utilise the Gift for any reason whatsoever.

Other Conditions

- a) By participating in the Campaign, the Participant(s) is deemed to have read, understood, and agreed to be bound by the Terms and Conditions stipulated herein and abide by all decisions made by Sun Life Malaysia.
- b) By participating in the Campaign, the Participant(s) is agreeing to Sun Life Malaysia storing and using the Participant(s)' information as well as any images shared for any marketing purposes. Sun Life Malaysia will not share the Participant(s)' information with third parties unless it is specifically agreed by the Participant(s) on the sharing of these details and the Participants can opt out at any time by emailing Sun Life Malaysia at social.media@sunlifemalaysia.com directly.
- c) By participating in the Campaign, the Participant(s) has agreed to allow Sun Life Malaysia, at its absolute discretion, to use the Participant(s)' name, photographs, voice and/or video recordings and entries for publicity, advertising, or the Campaign purposes in any manner it deems appropriate, without first obtaining any further consent nor making any payment whatsoever to the Participant(s).
- d) To the fullest extent permitted by law, Sun Life Malaysia expressly excludes and disclaims any representations, warranties, or endorsements express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purpose in respect of the Gift.
- e) Any enquiries and complaints directly and solely in relation to the Gift must be referred to the merchant's client service centre or on the label of the merchandise(s) or its client service representatives. Sun Life Malaysia shall not be bound to deal with any enquiries and complaints in respect of the Gift and shall bear no responsibility for resolving such disputes or for the dispute itself.
- f) The Participant(s) shall assume full liability in the event of any injury, damage or claim resulting from participation in the Campaign and/or use and/or redemption of the Gift and/or infringement of a third-party intellectual property rights.
- g) Sun Life Malaysia shall not be held liable or responsible for any damage to and/or missing of items of the Gift once they are delivered to, collected, accepted and/or redeemed, as the case may be, by the Participant(s).
- h) Sun Life Malaysia shall not be liable to any Participant(s) or any other person for any failure to supply or provide the Gift due to reasons or circumstances beyond its control.
- i) Sun Life Malaysia reserves the right to disqualify any Participant(s) if it has reasonable grounds to believe that the Participant(s) has breached any of the Terms and Conditions of the Campaign or if any Participant(s) has provided inaccurate information whilst participating in the Campaign.
- j) Sun Life Malaysia shall not be held liable or responsible for any missing of and/or damage to the 'One Car One Smile' card due to any reasons for the Participant(s) to present the card for redemption purposes. No appeal on failure to present the 'One Car One Smile' card for redemption of the Gift will be entertained.
- k) Sun Life Malaysia has the absolute discretion to change, delete or add to any of these Terms and Conditions and/or to terminate, suspend or cancel the Campaign at any time without prior notice. For the avoidance of doubt, termination, suspension, or cancellation of the Campaign shall not

entitle any of the Participant(s) to claim compensation against Sun Life Malaysia for any and all losses or damages suffered or incurred by the Participant(s) as a direct or indirect result of such act of termination, suspension, or cancellation.

- l) The Participant(s) acknowledges, understands, and agrees that his/her details may be shared by Sun Life Malaysia for the purposes of the Campaign. Any Participant(s)' information or personal data ("**Personal Data**") provided by the Participant(s) to Sun Life Malaysia in connection with the Campaign shall be kept confidential except for any activities or purposes mentioned hereto. Sun Life Malaysia shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Participant(s)' Personal Data and shall at all times comply with the requirements of the Personal Data Protection Act 2010. Sun Life Malaysia shall at all times ensure that the Participant(s)' Personal Data is processed diligently in compliance to existing laws and in accordance with Sun Life Malaysia's Privacy Notice accessible from Sun Life Malaysia's website at www.sunlifemalaysia.com ("**Privacy Notice**"). The Participant(s) shall read and understand the Privacy Notice.
- m) All personal information provided by the Participant(s) will be kept in confidential and will be used by Sun Life Malaysia for the purposes of identity authentication and the Gift redemption only.
- n) Sun Life Malaysia shall not be held liable in any manner whatsoever to the Participant(s) for any loss or damages howsoever arising in connection with the Campaign (including loss of opportunity and consequential loss flowing therefrom). Furthermore, Sun Life Malaysia shall not be liable for any default in respect of the Campaign due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, outbreak of infectious diseases (epidemic or pandemic), or any event beyond the reasonable control of Sun Life Malaysia.
- o) The Participant(s) is participating in the Campaign at their own risk. Sun Life Malaysia and their affiliated partners will not be responsible or held liable, and the Participant(s) agrees to waive, release, absolve and discharge Sun Life Malaysia and their affiliated partners from any and all liability, for any injury or death, disability, damage or loss of property, whether personal or otherwise, suffered or caused, howsoever during the participation, or after the participation, in the Campaign.
- p) The Participant(s) shall indemnify and hold harmless Sun Life Malaysia and their affiliated partners from any and all liabilities or claims, actions, lawsuits, damages and judgement, including solicitor's fees, arising out of or relating to the Participant(s)' participation in the Campaign, acceptance or redemption of the Gift, and/or the use of the Participant(s)' entry and/or likeness in connection with the Campaign, whether caused by the negligence of Sun Life Malaysia and their affiliated partners or otherwise, or violation of these Terms and Conditions.
- q) The Campaign is in no way sponsored, endorsed or administered by, or associated with, Facebook and Instagram, and by participating in the Campaign, the Participant(s) agrees to a complete release of Facebook and Instagram from any claims whatsoever.
- r) In the event of any complaints related to the Campaign, the Participant(s) may contact Sun Life Malaysia via private message on Facebook (<https://www.facebook.com/SunLifeMalaysia>) and/or direct message on Instagram (https://www.instagram.com/sunlifemalaysia_my/).
- s) These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Participants agree to submit to the exclusive jurisdiction of the Courts of Malaysia.