

Terms and Conditions for Event Based Listening (“Engagement”)

1. Engagement Period

The Engagement is organized by Sun Life Malaysia Assurance Berhad [Registration No.: 199001005930 (197499-U)] and Sun Life Malaysia Takaful Berhad [Registration No.: 200501012215 (689263-M)] (hereinafter referred to as “Sun Life”) and subject to the following terms and conditions.

The Engagement runs from **25th January 2024** until **31st December 2024**, both dates inclusive (hereinafter referred to as the “Engagement Period”). Sun Life reserves the right to change the commencement date and expiry date of the Engagement Period with a reasonable notice period.

2. Eligibility

- a) The Engagement is open to Sun Life clients who fulfil the following criteria (hereinafter referred to as “Eligible Clients”): -
 - (i) whose insurance policy/takaful contract (“Policy/Contract”) status is in-force;
 - (ii) who are 18 years old and above (as at the commencement of the Engagement Period);
and
 - (iii) who are Malaysian citizens or permanent residents of Malaysia.
- b) Permanent and/or contract employees of Sun Life who fulfil the above criteria are also eligible to participate in the Engagement.

3. Engagement Mechanics

- a) Eligible Clients will have to complete the following:
 - (i) Access the microsite via the link or QR code received through Short Message Service (“SMS”), email and/or client care card engagement.
 - (ii) Fill and submit the required details in the Engagement Form.
 - (iii) Only one successful submission with complete details is eligible to receive the gift.

4. The Gift

- a) The Gift will be delivered within thirty (30) days after submission of the completed Engagement Form and the Gift will be sent either via Short Message Service (SMS) or via email to the Participants’ phone number or email address provided in the Engagement Form.
- b) The Gift is to be redeemed within the validity period as stated in the Gift.
- c) The Gift is not transferable or redeemable or exchangeable for cash or credit of any kind.
- d) Sun Life shall have no obligation to substitute the Gift with any alternative prize, cash equivalent or other compensation in the event the Participants fail to redeem or utilize the Gift for any reason whatsoever.

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5. Other Conditions

- a) By participating in the Engagement, the Participants are deemed to have read, understood and agreed to be bound by these Terms and Conditions. Sun Life reserves the right to disqualify any Participant if it has reasonable grounds to believe that the Participant has breached any of the Terms and Conditions of the Engagement or if any Participant has provided inaccurate information whilst participating in the Engagement.
- b) To the fullest extent permitted by law, Sun Life 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.
- c) 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 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.
- d) Any decision made by Sun Life in relation to every aspect of the Engagement shall be final and conclusive. Any subsequent correspondences, protests, appeals or enquiries will not be entertained.
- e) Sun Life shall not be held liable in any manner whatsoever for any loss or damages howsoever arising in connection with the Engagement (including loss of opportunity and consequential loss flowing therefrom). Furthermore, Sun Life shall not be liable for any default in respect of the Engagement due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, pandemic or any event beyond the reasonable control of Sun Life.
- f) For the avoidance of any doubt, Sun Life shall not be liable for any telco charges, roaming or phone charges which is to be borne by the Eligible Clients and/or Participants, whether in or outside Malaysia.
- g) Sun Life may use the Participants’ submission, including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Engagement (collectively the “**Materials**”), and the Participants’ name, and/or likeness, for advertising, publicity and promotion of any goods or services of Sun Life, for an unlimited time throughout the world without compensation, and in any media. The Participants shall do all things necessary to give effect to this if requested by Sun Life.
- h) It will be the Eligible Clients’ and/or Participants responsibility to ensure their contact details, including phone number and email address, are current and updated in the records with Sun Life. Should an Eligible Client’s and/or Participant’s contact details change during the Engagement Period, the Eligible Client and/or Participant must notify Sun Life directly and update their contact details accordingly. Sun Life shall not be responsible to the Eligible Clients and/or Participants for any loss (including loss of opportunity and consequential loss following therefrom) suffered in the event the Eligible Clients’ and/or Participants’ contact details in the record is not current or correct.

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- i) Sun Life shall not be held liable or responsible for any delay and/or failure due to any internet service provider-related issues, including but not limited to any delay and/or failure of the system to capture the Participants’ participation in the Engagement, including the Participants’ completion of the Engagement Form, and/or the end of the Engagement Period due to, including but not limited to, an internet error or glitch, poor internet connection and web page glitch. No proof of submission to show the Participants’ participation in the Engagement will be entertained.
- j) Each Participant agrees to indemnify, release and hold harmless Sun Life, its holding, subsidiary or related companies as defined in the Companies Act 2016, directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participants’ participation in the Engagement, acceptance of any Gift, and/or the use of the Participants’ submission and/or likeness in connection with the Engagement or violation of these Terms and Conditions.
- k) Sun Life reserves the right to cancel, terminate or suspend the Engagement upon giving adequate notice. For the avoidance of doubt, cancellation, termination or suspension of the Engagement shall not entitle any of the Eligible Clients and/or the Participants to any claim against Sun Life for any losses or damages suffered or incurred by the Eligible Clients and/or Participants as a direct or indirect result of the act of cancellation, termination or suspension.
- l) Sun Life reserves the rights upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (“**Amendment**”) any of these Terms and Conditions. Notification to the Eligible Clients and/or the Participants in respect of the Amendment shall be effected at Sun Life absolute discretion through any one of the following means of communication, namely, by ordinary mail or email to the Eligible Clients’ and/or the Participants’ last known address or registered email address with Sun Life or by effecting an advertisement regarding the Amendment in one newspaper of Sun Life choice, or via Sun Life website or by any other means of notification which Sun Life may select, and the Amendment shall be deemed as binding on the Eligible Clients and/or the Participants as from the date of notification of the Amendment or from such other date as may be specified by Sun Life in the notification.
- m) By participating in this Campaign, Eligible Clients and/or the Participants hereby acknowledge and expressly agree that any extension of the Campaign Period shall be at the sole discretion of Sun Life whereby all Eligible Clients and/or the Participants shall continue to be bound by the terms and conditions of this Campaign for the entire duration of the Campaign Period and any extension thereof, unless expressly notified by Sun Life. It is the Eligible Clients and/or the Participants responsibility to regularly review and remain informed of any updates or extensions to these terms and conditions.
- n) The Participants acknowledge, understand and agree that any of the Participants’ information or personal data (“**Personal Data**”) collected or held by Sun Life may be held, used and disclosed by Sun Life to individuals or organisations related to or associated with Sun Life or to any authorised third party, including service providers, agents and contractors who provide administrative and business support to Sun Life and act on Sun Life’s behalf for purposes of

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the Contest (including but not limited to delivery of the Gift to the Winners) and providing relevant services (if and only if they are pertinent in executing the relevant contractual and legal obligation(s) for the purposes of the Contest) in relation to the Participants’ Policy/Contract and to communicate with the Participants for such purposes. Sun Life is committed to the protection of the Participants’ rights to privacy and data security under the Personal Data Protection Act 2010 and relevant regulation thereof and Sun Life shall at all times ensure that Participants’ Personal Data shall be processed diligently in compliance with existing laws and in accordance with Sun Life’s Privacy Notice accessible from Sun Life’s website at www.sunlifemalaysia.com.

- o) In the event of any complaints related to the Engagement, the Eligible Clients and/or the Participants may contact Sun Life Client Service Unit bearing the following address, telephone number and email address:

Sun Life Malaysia Assurance Berhad
Sun Life Malaysia Takaful Berhad
Level 8, 338 Jalan Tuanku Abdul Rahman,
50100 Kuala Lumpur.
Telephone: 1300 88 5055 (8:30AM – 5:00PM)
Email: wecare@sunlifemalaysia.com

- p) These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Clients and/or the Participants agree to submit to the exclusive jurisdiction of the Courts of Malaysia.