

Terms and Conditions for 'Event Based Listening'

'Event Based Listening Campaign ("Campaign") 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 collectively referred as "Sun Life").

1. Campaign Period

The Campaign will run from **21st January 2025** until **31st December 2025** ("Campaign Period"). Any entries received after the Campaign Period will be rejected and deemed invalid.

2. Eligibility

a) This Campaign is subject to the terms and conditions herein ("Terms and Conditions") and is open to all Sun Life's policy and certificate holders ("Eligible Clients") who fulfils the following criteria: -

- (i) insurance policy/takaful certificate ("**Policy/Certificate**") are still in-force;
- (ii) age at least 18 years old and above; and
- (iii) Malaysian citizens or permanent residents of Malaysia.

b) Permanent and contract employees of Sun Life who fulfil the above criteria are permitted to participate in the Campaign.

3. Campaign Mechanics

a) Eligible Clients must complete the following:

- (i) Access the microsite through the URL 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 via Qualtrics platform.
- (iii) Only one successful submission with complete details is eligible to receive the rewards of cash vouchers (in physical or electronic form) and/or mystery items ("**Prize**"). Further details of the Prize will be made available on selected social media platforms and/or through SMS and/or email to Eligible Clients.

4. Prize

a) The Prize will be delivered within thirty (30) days after the Campaign Period ends to the Entitled Participant's registered mobile phone, email address or mailing address.

b) Any incomplete registration or incomplete entries submission will be disqualified from the Campaign.

c) Entitled Participants are to redeem the Prize within 7 days from the date stated in the SMS or email ("**Redeem Period**").

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- d) If the Prize is not collected after the Redeem Period ends, Sun Life has the right to forfeit and select another Entitled Participant for the Prize.
- e) Sun Life reserves the right to substitute the Prize with another item of equal or greater value if deemed necessary. Notwithstanding this, Sun Life shall be under no obligation to substitute the Prize with any alternative prize, cash equivalent or other types of similar compensation in the event the Entitled Participant fails to redeem, collect or utilize the Prize for any reason whatsoever.
- f) The Prize is not transferable, refundable or exchangeable for cash or credit of any kind. The Entitled Participant is only entitled to receive one (1) Prize during the Campaign Period.
- g) For the avoidance of any doubt, Sun Life shall not be liable for any telco charges, roaming or phone charges that may be incurred by Eligible Participants and or Entitled Participants and all such charges shall be solely borne by the Eligible Clients and/or the Entitled Participants.

5. General Terms and Conditions

- a) By participating in the Campaign, Eligible Clients and/or Entitled Participant are deemed to have read, understood and agreed to be bound by the Terms and Conditions stated herein. Sun Life reserves the right to disqualify any Eligible Client and/or Entitled Participant if it has reasonable grounds to believe that the Eligible Client and/or Entitled Participant has breached any of these Terms and Conditions or if any Eligible Client and/or Entitled Participant has provided inaccurate information whilst participating in the Campaign.
- b) All decisions made by Sun Life on every aspect of the Campaign shall be final and conclusive. Any subsequent correspondences, protests, appeals or enquiries will not be entertained.
- c) Sun Life shall not be held liable in any manner whatsoever for any loss or damages howsoever arising in connection with the Campaign including any event beyond the reasonable control of Sun Life, including but not limited to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or infectious disease outbreak.
- d) Sun Life reserves the right to cancel, terminate or suspend the Campaign with reasonable prior notice by posting at <http://www.sunlifemalaysia.com> or any other method or platform as Sun Life may determine and Eligible Clients shall not be entitled to any claim or compensation against Sun Life for any losses or damages suffered or incurred as a direct or indirect result of the act of such cancellation, termination or suspension.

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- e) Sun Life also reserves the right at any time and at its absolute discretion, to vary, whether by addition, deletion, modification, or change ("**Amendment**") any of the Terms and Conditions herein with reasonable prior notice. Sun Life may issue notification of such Amendment through communication such as mailing to the Eligible Clients' last known address or registered email address with Sun Life or by effecting an advertisement regarding the Amendment in one (1) newspaper of Sun Life's choice, or via Sun Life's website or by any other means of notification which Sun Life may select and the Amendment shall be deemed binding on the Eligible Clients as from the date of notification of the Amendment or from such other date(s) as may be specified by Sun Life in the notification.
- f) By participating in the Campaign, Entitled Participants have agreed to allow Sun Life to use the Entitled Participants' name, picture, voice and/or video recordings and entries submitted ("**Materials**") for publicity, advertising or Campaign related purposes in any manner it deems appropriate, without any compensation whatsoever, subject to applicable laws and regulations. Entitled Participants are hereby notified and deemed to consent to Sun Life's right to use their name, picture, voice and/or video recordings and entries submitted for the abovementioned purposes.
- g) Eligible Clients also agreed 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 Eligible Clients' participation in the Campaign, acceptance of any Prize, and/or the use of the Eligible Clients' entry and/or likeness in connection with the Campaign or violation of these Terms and Conditions. Eligible Clients acknowledge that to the extent permissible by law, the Prize is awarded by Sun Life on an "as is" basis without any warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, and non-infringement.
- h) Eligible Client acknowledge, understand and agree that any of the Eligible Client's 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 the Campaign and providing services for the Eligible Clients' Policy or Certificate and to communicate with the Eligible Clients for such purposes. Sun Life is committed to the protection of the Eligible Clients' rights to privacy and data security under Personal Data Protection Act 2010 and relevant regulation thereof and Sun Life shall at all times ensure that the Eligible Clients' Personal Data shall be processed diligently in compliance to existing laws and in accordance with Sun Life's Privacy Notice accessible from Sun Life's website at <https://www.sunlifemalaysia.com/SunLife/media/SunLifeMedia/PDF/PrivacyNotice.pdf>.
- i) Eligible Clients are responsible to ensure their contact details are registered correctly in the records with Sun Life and any change to their current contact details during the Campaign Period must immediately be notified by Eligible Clients to Sun Life. Sun Life shall not be responsible to Eligible Clients for any loss, including loss of opportunity

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and consequential loss if Eligible Clients fails to provide correct and current contact details.

- j) Sun Life shall not be held liable or responsible for any disruption, delay or failure due to an internet service provider related issues, including but not limited to intermittent internet connection, network down or webpage malfunction which resulted, whether directly or indirectly, in Eligible Clients being unable to participate in the Campaign. Any proof of entries to show Eligible Clients' participation in the Campaign under this clause will not be entertained.
- k) 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 Prize.
- l) Any enquiries and complaints on the Prize must be referred to the merchant's issuing the Prize through its customer service center or its customer service representatives. Sun Life shall not be bound to deal with any enquiries and complaints in respect of the Prize and shall bear no responsibility for resolving such disputes or for the dispute itself.
- m) Sun Life shall not be held liable or responsible for any damage or missing item in respect of the Prize once delivered to, redeemed or collected by the Entitled Participant.
- n) Sun Life shall not be liable for any additional or incidental costs, taxes, expenses, charges, fees or for any loss or damage whatsoever suffered (including but not limited to indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from the Prize.
- o) In the event of any complaints or to update contact details related to the Campaign, Eligible Clients may contact Sun Life Customer Service Unit as follows: -

**Sun Life Malaysia Assurance Berhad/
Sun Life Malaysia Takaful Berhad**
Level 8, No. 338 Jalan Tuanku Abdul Rahman,
50100 Kuala Lumpur.
Telephone: 1300 88 5055
Email: wecare@sunlifemalaysia.com

- p) These Terms and Conditions are governed by the laws of Malaysia and all disputes are subject to the exclusive jurisdiction of the Courts of Malaysia.
- q) The invalidity or unenforceability for any reason of any part of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these Terms and Conditions is always distinct and severable from the rest of the Terms and Conditions.