

# STARBUCKS MALAYSIA SIP & WIN CONTEST

## TERMS AND CONDITIONS

### A. ORGANIZER

1. The Starbucks Spend & Win Contest is organised by **Berjaya Starbucks Coffee Company Sdn Bhd** (“The Organizer”)

### B. CONTEST PERIOD

2. The **Starbucks Sip & Win** contest (“The Contest”) will run from 0:00:00am on 1<sup>st</sup> September 2020 to 23:59:59pm on 30<sup>th</sup> November 2020 (“Contest Period”). All entries received after the Contest Period will not be entertained. The Organizer reserves the right, at its absolute discretion, to vary, postpone, re-schedule and/or extend the Contest Period at any time without prior notice.

### C. ENTRY ELIGIBILITY

3. The Contest is open to all Starbucks Rewards members who are Malaysian citizens, 18 years of age and above and permanently residing in Malaysia (“**Eligible Participant**”). Directors, officers, employees of the Organizer, vendors and sponsored vendors, including their associated/affiliated companies and their immediate family members (spouse, children, parents, siblings) and/or representatives, employees and/or servants of any agencies of the Organizer and immediate families are not eligible to participate in the Contest.

### D. QUALIFYING CRITERIA

4. Eligible Participants are required to spend a minimum of RM 30 in a single receipt using their Starbucks Card or Starbucks mobile app; original receipt must be uploaded via the online contest form for verification purposes (e.g.; ONE (1) transaction = 1 entry) (“**Eligible Entry**”). Multiple entries are permitted but each Eligible Participant will only be entitled to win one (1) prize throughout The Contest period.
5. Eligible Participants must scan the given QR Code and complete the Online Form as per below:
  - Full Name (as per IC)
  - Contact Number
  - Email Address
  - Registered Starbucks Card Number
  - Receipt number

- 1 question
  - Image of receipt
6. The Eligible Participant is responsible to provide the correct contact details. The Content of each entry must not have any but not limited to the following contents:
- Offensive remark to the public e.g. racism, political, religious, violence, foul language and hate speech.
  - Obscene, pornographic, sexually explicit, discriminatory and defamatory.
  - Illegal or unauthorized copy of another person's work/property.
  - In breach of any current laws.
7. The Eligible Participant must retain the receipt for proof of purchase and must be presented during collection of the prize. Incomplete, inaccurate and/or incorrect details and answers will be disqualified.
8. Late and invalid entries will not be eligible. No appeals will be entertained.
9. Cancelled purchase or refunded purchase will be disqualified from The Contest at The Organizer's absolute discretion.

## E. PRIZES

10. The Prizes for this Contest are as follows: -

Prize	Total winner(s)	Prize includes: -
Grand Prize	1	Peugeot 3008 SUV Plus (Active Variant) (Colour of vehicle in The Contest's publicity materials may vary from the actual winning car)  - Excludes car registration fee, road tax and insurance coverage.
Second Prize	5	Sony WH-1000XM4 Wireless Noise-Cancelling Headphone
Third Prize	7	Starbucks Holiday Edition Swarovski Thermos
Consolation Prize	50	Preloaded Starbucks Card worth RM20

11. No substitution or replacement of, or modification to the Prizes requested by the Eligible Participant will be permitted. The Organizer reserves the sole right to decide on the Prizes.
12. The Organizer reserves the sole right to substitute or replace or modify the Prizes offered in this Contest with another prize of similar value without prior notice. Any portion of the prize that is unused is forfeited.
13. For avoidance of doubt, winners of the Grand and Second Prize shall liaise directly with the respective sponsors or their authorized dealer/supplier on all matters relating to their prizes, including but not limited to service, maintenance and warranty.
14. Fulfilment of the Prizes is sponsored, provided and supported by:-  
Grand Prize: Nasim Sdn Bhd  
Second Prize: Sony (Malaysia) Sdn Bhd

## **F. SELECTION OF WINNERS**

15. Winners will be chosen through a random draw from a pool of total Eligible Entries which will be carried out by the Organizer. The Organizer reserves the right, at its absolute discretion to change, revise, delay, postpone the draw and notification date without prior notice.
16. If for any reason, the winners cannot be reached after three (3) attempts (e.g. no answer, contact number provided not in service, no network connection etc), the prize will be automatically forfeited. The Organizer shall not be held liable in the event the winner cannot be contacted for whatever reasons. The Organizer shall have absolute discretion and reserves the right to select an alternative winner who will be subject to the same rules.
17. The Organizer will announce and publish the names of winners of the 50 Consolation Prize winners by 10<sup>th</sup> December 2020. The 13 winners will be selected by 10<sup>th</sup> December 2020 to attend the prize ceremony as well as the draw for the Grand Prize, Second Prize and Third Prize winners in January 2021. Attendance is compulsory for the prize giving ceremony to redeem the prizes where the Organizer may forfeit the prizes for non-attendance. All announcements and notifications of the Contest will be via the Organizer's Facebook page at [www.facebook.com/StarbucksMalaysia](http://www.facebook.com/StarbucksMalaysia).
18. All decisions made by the Organizer in relation to The Contest including but not limited to the processes, draw, selection of winners and forfeiture

of the Prizes are final, conclusive and binding. No further correspondence, queries or appeals shall be entertained.

## **G. PRIZE REDEMPTION**

19. The Prizes are subject to the terms and conditions as stipulated by The Organizer. To the fullest extent permitted by law, The Organizer exclude its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the prizes or due to any other unforeseen circumstances beyond the Organizer's control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors.
20. Winners are required to redeem their prizes within 30 days from the date of notification by The Organizer. Failure to do so will result in forfeiture of the prize and no refund appeal will be accepted for any unclaimed Prizes. A replacement Winner may be selected at the absolute discretion of the Organizer.
21. The original NRIC must be presented during collection of Prizes. It is compulsory for the Grand Prize, Second Prize and Third Prize winners to attend the prize giving ceremony to redeem the Grand Prize where the Organizer may forfeit the Prizes for non-attendance. The Consolation Prize will be sent to winners via post, 30 working days from the winner announcement date.
22. Winners must accept the Prize on an *as is where is* basis and the Prizes are not transferable, non-refundable and non-exchangeable for cash or for other merchandize, in part or fall. The Organizer will not entertain any complaints on the quality and quantity of the Prizes after handing the said Prize to the winner.
23. The Organizer shall not be liable for any loss or damage that occurs to the Prize during the delivery process. Any other additional costs (i.e. travel expenses, transportation cost, duties and taxes) involved to redeem or collect the Prize shall be borne by the winner at their own cost.
24. The Organizer reserves the right to postpone the pre-determined date and venue of the Prize Giving Ceremony at a later date which shall be notified by the Organizer to the winners in the event any unforeseen circumstances.

25. Visual(s) of the Prizes shown in any advertisement, promotional publicity and other materials relating to this Contest are solely for illustration purposes only and may not depict the actual Prize.

## **G. GENERAL TERMS**

26. By participating in this Contest, the Eligible Participants agree to release the Organizer, their representatives, employees, directors, officers, agents, affiliates, parent and subsidiary company from any liability, losses, damages rights, injuries and any kind of claims in connection with The Contest and actions resulting from the acceptance, possession, use or misuse of the Prizes, or any Prize-related activities taking into account, without limitation, personal injury, death, property damage and any claims based on publicity rights, defamation or invasion of privacy.
27. Participation in The Contest constitutes the Eligible Participants' full and unconditional agreement to the acceptance of all terms and conditions including any revisions/amendments/decisions made by The Organizer at their absolute discretion without prior notice.
28. To the fullest extent permitted by applicable laws, the Organizer offers no warranty or representation whatsoever, express, implied or statutory, in relation to The Contest, the Prizes including, but without limitation, the merchantable quality of the Prizes. For the avoidance of doubt, The Organizer is the sole party responsible for selection of the Prizes, organizing and implementation of The Contest. Any queries related to The Contest should be made directly to The Organizer.
29. The Organizer shall be entitled to amend, delete or add any of the Terms and Conditions of this contest and/or to modify, cancel, terminate or suspend the Contest at any time without prior notice. No compensation in cash or any kind shall be given for any losses or damages suffered or incurred by the Eligible Participants as a result of the above. The Eligible Participants are advised to periodically check for updates of The Contest's Terms and Conditions at the Organizer's Facebook page or website.
30. The Organizer does not accept any responsibility for late or lost entries due to Internet and/or other technical issues. Proof of sending is not proof of receipt.
31. The Organizer accepts no responsibility for ineligible entries or entries made fraudulently.

32. The Organizer retains the rights to forfeit the selected winners for non-compliance or breach of any of the Terms and Conditions. The Organizer reserves the right to disqualify counterfeit entries, or entries suspected of being counterfeit at any time.
33. The Organizer reserves the right to modify The Contest at any stage, if deemed necessary, and/or if any circumstance beyond its control arises.
34. The Organizer reserves the right to cancel or award the Prize(s) to the Winner(s) and companion(s) is/are found to be under the influence of alcohol, drugs of any kind, behave(s) in an offensive, uncontrollable, disorderly manner that may tarnish the name or the products/services of The Organizer or its affiliates, representatives and agencies associated in The Contest.
35. The Organizer will not be liable for taxes, if any, on the Prize(s) and it will be the sole responsibility of the winner(s).
36. Winners are required to be photographed and appear in a video shoot prior/during/after the Prize Giving Ceremony and the Organizer reserves the right to broadcast, publish, display information including but not limited to the names, photographs, videos of all Winners for marketing, advertising, publicity purposes or in any manner it deems appropriate with no monetary payment.
37. The Organizer's decision is final. Complaints and enquiries will not be entertained.
38. In the event of a conflict in the interpretation of the Terms and Conditions stated herein and any translation of it in any language, the English version of these Terms and Conditions shall prevail.
39. The Terms and Conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of the Malaysian courts.

#### **H. PRIVACY NOTICE**

40. By Participating in The Contest, the Eligible Participants give their consent to and authorize the Organizer to collect, store, use, process their names, masked Identification Numbers (IC) and other particulars ("**Personal Data**") for the purpose of running The Contest, including but not limited to announcing and publishing Personal Data and/or photos of the Eligible Participants at The Organizer's website and social media platforms, for advertising, publicity purposes and in any manner it deems fit with no compensation.

41. Under the laws of Malaysia, the rights of the Participants include:

- The rights to withdraw consent for the use of Personal Data at any time by contacting The Organizer at [marketing@starbucks.com.my](mailto:marketing@starbucks.com.my) by providing the Organizer with the Eligible Participants' name and email address for removal of the said Personal Data;
- The rights to obtain a copy of the Personal Data which The Organizer hold; and
- The rights to correct inaccurate Personal Data.

### **Declaration**

I have read and understood the terms and conditions to The Contest and I agree that by my participation in The Contest, I hereby unconditionally accept the Terms and Conditions and I agree to fully comply with them and consent to processing of my personal information for the purpose of The Contest and to be used in the manner as described above. I agree to release The Organizer, their representatives, employees, directors, officers, agents, affiliates, parent and subsidiary company from any liability, losses, damages, rights, injuries and claims of whatsoever nature.

For any assistance, feedback and/or complaints related to The Contest, customers may email to [marketing@starbucks.com.my](mailto:marketing@starbucks.com.my).