

STARBUCKS MALAYSIA SPEND & 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 Spend & Win** contest (“The Contest”) will run from 0:00:00am on 1st March 2020 to 23:59:59pm on 31st May 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

1. 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 participants except directors, officers, employees of the Organizer and 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.

2. Customers who do not have a Starbucks Reward Card may join this contest by becoming a member through purchase a Starbucks Card at any Starbucks store in Malaysia.

D. QUALIFYING CRITERIA

1. Eligible participants are required to spend a minimum of RM25 in a single receipt with a Starbucks Card; original receipt and transaction slip must be uploaded via the online contest form for verification purposes (eg; ONE (1) transaction = 1 entry). Multiple entries are permitted but each participant may only win one (1) unit of the prizes.

2. The 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
- Transaction Slip number
- A question
- A slogan
- Receipt image

3. The Eligible Participant is responsible to provide 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, 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.

4. The Participant must retain receipt for proof of purchase and must be presented during collection of prize. Incomplete, inaccurate and/or incorrect details and answers will be disqualified.

5. Late and invalid entries will not be eligible. No appeals will be entertained.

6. Cancelled purchase or refunded purchase will be disqualified from the contest at The Organizer's absolute discretion.

E. SELECTION OF WINNERS

1. 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 its right, at its absolute discretion to change, revise, delay, postpone the draw and notification date without any prior notice.

2. If for any reason (e.g. no reply, telephone no. provided not in service, no network connection etc), the shortlisted winners cannot be reached after three (3) attempts, 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.

3. Each Eligible Participant shall only win one (1) prize throughout the Contest Period, irrespective of the number of entries.

4. The Organizer will announce and publish the names of winners of the 20 Monthly Consolation Prize winners by 16th April, 16th May and 16th June 2020 and the names of the Special Prize winners and Grand Prize winner will be announced by 12th June 2020. All announcements and notifications on The Contest will be via the Organizer's Facebook page at www.facebook.com/StarbucksMalaysia

5. All decisions made by the Organizer in relation to the Contest including but not limited to the shortlisting, selection of winners and forfeiture of the Prizes are final and conclusive. No further correspondence, queries or appeals shall be entertained.

E. PRIZES

1. The Prizes for this Contest are:

Prize	Total winner(s)	Prize includes
Grand Prize	1	<p>Euro Final Package for 2; consist of</p> <ul style="list-style-type: none">- Return air ticket- 4 Nights 4 Stars hotel stay (with breakfast)- Welcome Dinner on arrival with transfer- Match Ticket for Euro 2020 Final Game<ul style="list-style-type: none">- UEFA VIP Lounge Ticket with hospitality- Category 3 tickets- Return airport transfer- Return Stadium Transfer- London City Tour with lunch and tour guide- Shopping trip to Bicester Village with lunch and tour guide <p>Final package tour fare excludes</p> <ul style="list-style-type: none">- Personal incidentals such as room service, laundry charges, etc- Any optional tours/meals/activities which are not specified in itinerary- Travel insurance
Special Prize	8	Signed Euro Team Jersey

Monthly Consolation Prize	20	7 days of Complimentary Starbucks handcrafted beverage
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2.No substitution or replacement of, or modification to the Prizes requested by the Participants will be permitted. Organizer reserves the sole right to decide on flight and accommodation details.

3. The Organizer reserves the right to substitute or replace 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.

F. PRIZE REDEMPTION

1. 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 to the Prize details or any other unforeseen circumstances beyond the Organizer’s reasonable control and for any act or default of any third-party suppliers or vendors.

2. Winners are required to redeem their prizes within 30 days from the date of notification by Organizer. Failure to do so will result in forfeiture and no refund will be given for any unclaimed prizes. A replacement Winner will be selected at the absolute discretion of the Organizer.

3. The original NRIC/Passport must be presented for collection of prizes. It is compulsory for the Grand Prize winner to attend the prize giving ceremony to redeem the Grand Prize and the Organizer may forfeit the Grand Prize for non-attendance. The Monthly Consolation Prize will be sent to winners via courier 30 working days from the winner announcement date.

4. Winners must accept the Prize on a as is basis and the Prizes are not transferable, non-refundable and non-exchangeable for cash or for other merchandize. The Organizer will not entertain any complaints on the quality and quantity of the Prizes after handing the prize to a winner.

5. 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) involved to redeem or collect the Prize are to be borne by the winner at their own cost.

6. The Organizer reserves the rights to postpone the pre-determined date and venue of the Prize redemption at a later date which shall be notified by the Organizer to the winner in case of any unforeseen circumstances.

7. 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.

8. Prize redemption is subject on the availability of the Prizes and shall be informed by the Organizer from time to time.

G. GENERAL TERMS

1. By participating in this Contest, the 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 Prizes-related activities taking into account, without limitation, personal injury, death, property damage and any claims based on publicity rights, defamation or invasion of privacy.

2. Participation in the contest constitutes the 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 any prior notice.

3. To the fullest extent permitted by applicable laws, the Organizer offer no warranty or representation whatsoever, express, implied or statutory, in relation to the Contest, the Prizes including, but without limitation, the merchantable quality and fitness for purposes in respect of the Prizes. For the avoidance of doubt, the Organizer is the sole party responsible for the Prizes, organizing and implementation of the Contest. Any queries relating to the Contest should be made directly to the Organizer.

4. The Organizer shall be entitled to amend, vary, delete or add to any of these Contest Terms and Conditions and/or substitute or replace the Prizes (Clause E above) offered in this Contest with a similar valued prize 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 Participants as a result of the above. The

Participants are advised to periodically check for updates of this Contest's Terms and Conditions at the Organizer's Facebook or website.

5. 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.
6. No responsibility is accepted for ineligible entries or entries made fraudulently.
7. The Organizer retains the rights to forfeit the selected winners if any breach of the Terms and Conditions is found. The Organizer reserves the right to disqualify counterfeit entries, or entries suspected of being counterfeit at any time.
8. The Organizer reserves the right to modify this Contest at any stage, if deemed necessary, and/or if any circumstance beyond its control arises.
9. 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.
10. The Organizer will not be liable for taxes, if any, on the prize(s) and will be the sole responsibility of the winner(s).
11. Winners are required to be photographed and appear in a video shoot during the prize giving ceremony and the Organizer reserves the right to 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.
12. The Organizer's decision is final. Complaints and enquiries will not be entertained.
13. All decisions made in relation to the Contest shall be final, conclusive and binding.
14. In the event of a conflict in the interpretation of this Terms and Conditions and any translation of it in any language, the English version of this Terms and Conditions shall prevail.
15. The terms and conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.

H. PRIVACY NOTICE

1. By Participating in the Contest, the 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 Participants at the Organizer’ website, social media platform, for advertising, publicity purposes and in any manner it deems fit with no compensation.

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

a. The rights to withdraw consent for the use of Personal Data at any time by contacting the Organizer at marketing@starbucks.com.my by providing the Organizer with the Participants’ name and email address for removal of the said Personal Data;

b. The rights to obtain a copy of the Personal Data which the Organizer hold;
and

c. The rights to correct inaccurate Personal Data.

Declaration

I have read and understood the terms and conditions to this Contest and I agree that by my participation in the Contest, I hereby unconditionally accept the terms and consent to processing of my personal information for the purpose of this Contest and to be used in the manner as described above.