Campaign: Life is Full of Surprises
Contest Terms & Conditions

# 1. These Terms Apply

- 1.1 These Contest Terms & Conditions (which include the Contest Details) set out the basis for participating in the Contest identified below.
- 1.2 Please read these Terms & Conditions carefully before you enter this Contest. By entering or participating in the Contest you agree to these Contest Terms & Conditions. If you do not agree to these Terms & Conditions, please refrain from participating in this Contest. The Organiser reserves the right to amend the Terms & Conditions at any time as it may deem necessary without prior notice. The Organiser's decision shall be final and binding. No correspondence shall be entertained.
- 1.3 A Privacy Notice attached to or otherwise provided in connection with these Contest Terms & Conditions should be regarded as part of these Contest Terms & Conditions.

## 2. Contest Details

Organiser	Entity: Life Insurance Association of Malaysia (LIAM)			
	Registered/Primary address:			
	Level 6, AICB Building, 10, Jalan Dato Onn, 50480 Kuala Lumpur,			
	Wilayah Persekutuan Kuala Lumpur			
Contest	Name of the Contest: Life is Full of Surprises			
Prize(s)	Winners will each receive a cash prize of RM50			
Selection of	Contest winners will be shortlisted based on answers or comments			
Winner(s)	received and the winners are determined via a lucky draw format using a			
	lucky picker system after the contest period has ended, which referring to			
	the weekly contest end date.			
Entrant	i. Currently residing in Malaysia with either a MyKAD/MyPR or valid			
Requirements	Student or Work Visa			
	ii. Social media accounts must be visible to the public throughout			
	the entire contest period; and			
	iii. Must be 18 years old and above.			
Excluded	Any of the following:			
Entrants	i. LIAM Secretariat Staff			
	ii. Employees and directors of the Organiser, including the member			
	of the Agency of the Organiser			

Entry	Must follow LIAM's accounts on Facebook and Instagram.
Instructions	ii. Must like the post, comment, and tag three (3) friends under the
	post.
	iii. Spam accounts are not counted.
	iv. Multiple submissions are accepted. However, each winner is entitled to one prize.
	v. Any comments containing profanity, defamation, negativity, or racial discrimination will be deleted and contestants will be automatically disqualified.
	vi. Winners will be chosen at random (only the qualifying entries).
Opening/Closing	Opening Date: 20 <sup>th</sup> March 2024; Closing Date: 22 <sup>nd</sup> Oct 2024
Date for Entries	All entries must be received by the Organiser by or before 23:59:59pm on
	22 <sup>nd</sup> Oct 2024. Any Entry received outside the Contest Period shall be
	automatically disqualified. All dates and times specified are in Malaysia
	Standard Time (MYT).
Contest	Life is Full of Surprises shall run for the duration and in line with the
Duration/Period	following timeline: 20th March 2024 – 22nd Oct 2024.
Winner Notification	Winner notification:
Notification	i. Method - via an announcement posted on LIAM's social media
	account (Facebook/Instagram/Tiktok)
	ii. Timing - within 2 weeks (14 days) after the end of contest period.
	iii. Tentative subject to change as and when deem necessary by the
	Organiser.
Claiming	i. Method - The prize will be couriered and/or credited by the
Prize(s)	Organiser to the winning recipients. Cash prize(s) will be disbursed through a direct deposit to the winner's designated bank account.
	ii. Timing – The winners must provide their Personal Details via
	direct message by the Organiser within 7 days upon receiving the
	direct message. If the prizes remain unclaimed after the specified
	duration, they will be passed on to an alternate winner selected
	by the Organiser.
	iii. Mandatory "Personal Details" required from the winners (after the
	winner announcement was made) are:
	- Full Name (As per I/C)
	- Identity Card Number
	- Mobile Phone Number
	- Email Address

- Banking Details	

#### 3. Contest Basis

### 3.1 This Contest is:

- i. Open to those meeting the Entrant Requirements only.
- ii. Not open to those falling within the description of Excluded Entrants (even if they meet the Entrant Requirements).
- 3.2 You must follow the Entry Instructions.
- 3.3 The Organiser may at any time extend, modify, suspend, or terminate the Contest at its own discretion without prior notice. The Organiser reserves the right to amend the Terms & Conditions At any time as it may deem necessary without prior notice. Any changes will be communicated through the Organiser's social media platforms.

#### 4. Entries

- 4.1 Entries that (i) do not comply with these Contest Terms & Conditions; or (ii) are incomplete, corrupted, or late, may be rejected, disqualified, removed and/or deleted by the Organiser.
- 4.2 Your entry includes any materials provided as part of or in relation to that entry. Where entry to the Contest involves the provision of written, recorded, pictorial or other material in electronic or other form, you must ensure your entry:
  - i. is (i) suitable for public access and in particular does not contain profanity, nudity, pornographic, religiously/culturally/politically insensitive or violen content; and (ii) not in breach of applicable laws.
  - does not contain or refer to any products or brands other than those of the Life Insurance Association of Malaysia (LIAM) (unless such inclusion is entirely incidental, not prominent and is reasonably necessary due to the nature of the entry);
  - ii. is your own work/your group work and does not contain any intellectual property of another party unless you have the necessary permissions for its provision and use reproduction, and other dealing in accordance with these Contest Terms & Conditions (including Clause 4.3 below); and only contains someone's name or likeness if they have provided written permission (permission from parents/legal guardian required for individuals under 18 years old).

4.3 You grant the Organiser (i) ownership of any entry; and (ii) a perpetual, irrevocable, worldwide, royalty-free, sub-licensable and transferable right to use, reproduce, distribute, and make derivative works of your entry, in any media and through any media channel. You will not grant these rights to any other party.

## 5. Responsibility for Entries

- 5.1 You must comply with these Contest Terms & Conditions and not otherwise unlawfully seek to misuse or tamper with the processes and rules of the Contest.
- 5.2 You must indemnify and defend the Organiser and other members of the Life Insurance Association of Malaysia (LIAM) (including their respective directors, officers, and employees) in respect of all liabilities, losses and damages of any kind resulting from your breach of these Contest Terms & Conditions. The Organiser excludes responsibility for those liabilities, losses, and damages, although nothing in these Contest Terms & Conditions is intended to limit the Organiser's liability for (i) fraud; (ii) intentional misconduct; or (iii) for death or personal injury caused by its negligence (including that of its employees and agents).
- 5.3 You must indemnify and defend the Organiser and other members of the Life Insurance Association of Malaysia (LIAM) (including their respective directors, officers, and employees) in respect of any third-party claim that your entry or its use in accordance with these Contest Terms & Conditions breaches applicable laws, confidentiality obligations or intellectual property rights due to your breach of these Contest Terms & Conditions.
- 5.4 The Organiser is not in any event responsible for:
  - entries lost, damaged, or delayed as a result of any network, computer hardware or software failure of any kind or any other event which is either unforeseen or outside of the Organiser's direct reasonable control;
  - ii. your costs of preparing or submitting an entry;
  - iii. any indirect, special or consequential losses arising from your participation in the contest: or
  - iv. any loss, damage, or injury to any person or property, including, but not limited to, any consequential or economic loss, loss of profit, loss of anticipated savings, or any other loss which may be suffered or incurred or which may arise directly or indirectly from your participation in the contest.

#### 6. Winners

- 6.1 The winner(s) will be notified using the method and within the timing set out in the Contest Details.
- 6.2 The winner(s) must claim their Prizes using the method and within the timing set out in the Contest Details. If the Prize is unclaimed after the designated time, the right to the Prize lapses and the Organiser may offer the Prize to a substitute winner selected in accordance with the method noted in the Contest Details (in the absence of specification, a fair basis which aligns closely with the winner selection method).
- 6.3 The Organiser may (at its discretion or where required by law) provide or publish details of the winner(s) (such as name, age, academic programme, and university). Requests for provision/publication should be sent to the Organiser's contact details (as provided in the Contest Details above) no later than 7 days after being notified by the Organiser.
- 6.4 In the event of any uncertainty or difference of opinion regarding the administration of the Contest (including the award of Prizes), the decision of the Organiser is final and binding.
- 6.5 No correspondence should be entered between you and the Organiser unless specifically requested by the Organiser.

## 7. Prizes

- 7.1 The Organiser may require proof of identity before releasing any Prize.
- 7.2 Statutory warranties apply but otherwise the Prizes are awarded 'as is' without any warranty, undertaking or guarantee.
- 7.3 The Organiser's commitment is to make Prize(s) available in accordance with and subject to these terms. Consequently, each winner is responsible for all:
  - i. visas and permits;
  - ii. fuel, consumables and accompanying items;
  - iii. upkeep, license renewals and ongoing or periodic requirements;
  - iv. taxes and other such personal liabilities; and
  - v. matters of physical fitness and capability, as well as any other ancillary matters, required for, or arising from, receipt, use or enjoyment of the Prizes.

- 7.4 The Organiser reserves the right to substitute the prize for an alternative of equal or greater value. The Organiser is under no obligation to offer a cash alternative.
- 7.5 If your entry is subsequently disqualified, any Prize granted must be returned at your cost or compensation of equal value provided where the return is no longer possible.
- 7.6 Prizes shall be delivered in accordance with the details provided by the winner. The Organiser is not responsible if the winner has provided any wrong addresses or account details.

## 8. Publicity

- 8.1 Winner(s) will, at the Organiser's reasonable request, participate in **publicity** relating to this Contest. This may include the winner(s) being filmed, photographed and/or interviewed by the Organiser or on its behalf.
- 8.2 The scope of the publicity may include, but is not limited to, social media posts, press releases, and promotional materials. The duration of such publicity will be for a period of up to one (1) year after the contest ends.

#### 9. Miscellaneous

- 9.1 Unless expressly stated by the Organiser in the written Contest materials, this Contest is in no way **sponsored or endorsed by any third party**.
- 9.2 If other **language versions** of these terms are also made available, the English language version takes precedence in the event of any inconsistency.
- 9.3 Each provision in these Contest Terms & Conditions is severable. If any provision is held to be invalid or unenforceable by a court or other competent authority, that invalidity or unenforceability will not affect the remainder of these Contest Terms & Conditions.

## 10. Governing Law and Dispute

10.1 This Contest (including these Contest Terms & Conditions and any related dispute) is governed by and will be interpreted according to the laws of the country in which the Organiser has its registered or primary address as stated in the Contest Details, except to the extent of mandatory laws applicable due to the location or nature of the Contest, Prize or relevant entrant.

- 10.2 The Organiser reserves the right to interpret these Terms & Conditions. The Organiser's interpretation of these Terms & Conditions is final and binding.
- 10.3 Without restricting anyone from seeking injunctions or other temporary relief in a competent court, if a dispute arises the courts of the country in which the Organiser has its registered or primary address as stated in the Contest Details will **resolve the issue**, except to the extent you have the right to resolve a dispute in the courts of other jurisdictions due to the location or nature of the Contest, Prize or relevant entrant.
- 10.4 In the event of any dispute or claim arising out of or in connection with this Contest or these Terms & Conditions, including any question regarding their existence, validity, or termination, the parties shall attempt to resolve the dispute through friendly consultation. If the dispute cannot be resolved within a reasonable period, either party may submit the dispute to arbitration in accordance with the rules of the AIAC (Asian International Arbitration Centre).