

TERMS AND CONDITIONS

SECTION A

Promotion Title	: Kinder Bueno Positive Vibes Stand to Win iPhone 15 (“ Promotion ”)
Promotion Period	: 1 May 2024, 0000hrs to 31 May 2024, 2359hrs
Coverage	: Malaysia
Promotion Organizers	: Ferrero Malaysia Sdn Bhd. (“ Ferrero ”)

1. ELIGIBILITY

- A. This Promotion is open to citizens and permanent residents of Malaysia aged 18 years old and above.
- B. All employees of Ferrero, its affiliates, subsidiaries, distributors, alliance partners, advertising, promotions and third party agencies, and their relatives up to the second degree of consanguinity and affinity are disqualified from joining this Promotion.

2. PRIZE DETAILS

The following **Prizes** have been allocated for this Promotion:

iPhone 15 128GB worth RM 4,399 (10 winners).

Winners will not be able to select the colour of the iPhone 15, and a random colour will be provided.

For any enquiries related to the warranty of Prize, please visit Apple’s URL at <https://support.apple.com/en-my?cid=gn-ols-home-hp-tab>, Ferrero and/or its affiliates shall not be liable for warranty of the Prize.

This Promotion is in no way sponsored, endorsed, administered by, associated or affiliated with the providers or suppliers of the Prizes. Prizes are subject to the respective merchant’s further terms and conditions (if any).

3. INFORMATION RELATING TO HOW TO JOIN, WINNER SELECTION AND GOVERNING LAW

- (a) **Products:** Any Kinder Bueno product (Kinder Bueno 43g, Kinder Bueno White 39g, Kinder Bueno 129g, Kinder Bueno White 117g, Kinder Bueno 430g, Kinder Bueno Mini 86.4g) imported by Ferrero Malaysia Sdn Bhd. Please check that “Ferrero Malaysia Sdn Bhd” is indicated as the importer on product packaging to ensure eligibility for this promotion.
- (b) **Website:** www.kinder.com/standtowin
- (c) **Format of Contest Entry:** Take a selfie using Kinder Bueno Positive Vibe filter and upload the filtered selfie photo together with your proof of purchase to join the contest. Winners will be selected based on the filtered photos which show the most positive vibes. Should there be a tie, the earliest participant(s) who submitted his/her entry will win.
- (d) **Date of announcement of winners:** 10 June 2024.
- (e) **Governing law:** Malaysia.

SECTION B

4. HOW TO JOIN AND RULES OF ENTRY

Step 1: Purchase any of the product(s) as specified in Section A, Paragraph 3A in a single receipt. Each valid receipt entitles participants to only one chance to participate in the Promotion. Participants may submit multiple receipts for multiple chances. However, each unique participant can only win once.

Step 2: To participate, visit Website as specified in Section A, Paragraph 3B to upload your receipt / proof of purchase and enter your particulars.

By sending your particulars to the Website as specified in Section A, Paragraph 3B, you confirm that you have read, understood, and accepted the Terms and Conditions and Privacy Policy available at the website as specified in Section A, Paragraph 3B and you have agreed and consented that Ferrero and its service providers for this promotion may collect, use and process your personal data in connection with this Promotion.

Step 3: To complete the registration, submit the Contest Entry as specified in Section A, Paragraph 3C. Prizes will be awarded based on Section A, Paragraph 3C. Each unique participant can only win once.

Filtered selfies are collected and will be shared with authorized individuals from Ferrero for the purpose of winner selection. By uploading the filtered selfie to the Website as specified in Section A, Paragraph 3B, you confirm that you have read, understood, and accepted the Terms and Conditions and Privacy Policy available at the website as specified in Section A, Paragraph 3B and you have agreed and consented that Ferrero and its service providers for this promotion may collect, use and process your personal data in connection with this Promotion. We are committed to protecting your privacy and we shall process the information provided with the sole purpose of handling your request. You may find our complete Privacy policy at <https://www.kinder.com/my/en/privacy>. If you want to enquire, view and modify the personal data provided, or withdraw your consent to the disclosure of personal data, please contact us at standtwin@shopperplus.com.my if the promotion is ongoing or privacy.apac@ferrero.com if the promotion has ended.

- A. The receipt/proof of purchase needs to have the following printed clearly:
 - i. the name of the store where the Products are purchased;
 - ii. date of purchase (purchases made before the start date of Promotion as specified in Section A will not be accepted);
 - iii. receipt number; and
 - iv. quantity and description of the Products purchased.
- B. Participants can submit multiple entries as long as each entry meets the requirements of these terms and conditions.
- C. In the event of a dispute as to the identity of an online participant, entries will be deemed made by the name appearing on the entry.
- D. Ferrero reserves the right to determine the suitability of the entries at its sole and absolute discretion, and to disqualify any entries it determines to be incomplete, ineligible, or inappropriate for any reasons.
- E. If any winner is subsequently discovered to be ineligible to participate in the Promotion or to receive a Prize, Ferrero reserves the right to (i) forfeit or withdraw the Prize at any time; or (ii) (where such Prize has been redeemed) claw-back the Prize or require the relevant participant to repay to or

compensate Ferrero the value of the Prize at any time. No person shall be entitled to any payment or compensation from Ferrero should the Prize be forfeited or withdrawn, if the Prize is reclaimed by Ferrero, or if a winner is asked to repay to or compensate Ferrero the value of the Prize for whatsoever reasons.

- F. Ferrero is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, undeliverable email, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, telephone, telephone line or other telephone, electronic device or network related problems or errors, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Promotion, or by any human error which may occur in the processing of the entries in this Promotion. If, in the opinion of Ferrero, there is any suspected or actual evidence of tampering with any portion of this Promotion, or if technical difficulties compromise the integrity of this Promotion, Ferrero reserves the right to terminate this Promotion and determine a winner using all eligible entries received as of the date of termination or to modify this Promotion in a manner deemed appropriate by Ferrero.

5. WINNER SELECTION

- A. Selection of winners will be done at the end of the Promotion.
- B. The winner will be selected based on Section A, Paragraph 3C.
- C. Each unique participant can only win once throughout the Promotion. The list of winners (their names and the last 4 digits of their mobile phone numbers) will be announced on the date as specified in Section A, Paragraph 3D via the website as specified in Section A, Paragraph 3B.
- D. The winners will be informed by email and call within 1 (one) week from the date they win a Prize. In the email, the winners will be required to provide a copy of their Malaysian identity card or foreigner identification being passport or permanent resident personal identification card to verify that they are in fact a citizen or permanent resident of Malaysia (where applicable) aged 18 years old and above. Upon successful verification, the winners will be required to provide their mailing address for delivery arrangement. Prizes will be couriered to them at the address provided. Upon receiving the Prizes, winners must sign a quit claim form as a proof of successful redemption of the prize.
- E. If the winners cannot be contacted within 1 week or if the winners fail to provide the required details including a quit claim form for redemption, they will automatically be disqualified and Ferrero will have the option to choose another winner.
- F. Ferrero will not be responsible for any redemption that has exceeded the validity period as mentioned in these terms and conditions.
- G. Winners shall be responsible for any (if any) additional costs, duties, taxes and/or other incidental expenses which may be incurred as a result of and/or related to the winners' claiming and/or acceptance of the prize.
- H. No substitution or transfer of prize shall be permitted except at the option of Ferrero. Ferrero reserves the right to substitute a prize for equal value in place of advertised prizes that are unavailable.
- I. The prize is awarded "as is" with no warranty, either express or implied, from Ferrero. Winners should reach out to prize vendor for enquiries.
- J. Acceptance of a prize constitutes permission to use the winner's name and/or likeness for advertising purposes without further notice or compensation, unless prohibited by law.
- K. Ferrero shall decide in its absolute and sole discretion which submissions shall be included and posted on the website as specified in Section A3. Ferrero reserves the right to alter or modify any winning entries at its discretion.
- L. The decision of the panel of judges is final and no correspondences will be entertained.
- M. Winners will not be eligible to participate in the next consecutive Kinder Bueno "Stand to Win" consumer promotions conducted within 12 months from the date of announcement of winners for

this Promotion. “Buy and Redeem” promotions are excluded. For this purpose, participants agree that the personal information of the winners may be collected and stored for 12 months from the date of announcement of winners.

6. OTHER LEGAL TERMS AND CONSIDERATIONS

- A. In consideration of participant's submission being reviewed and evaluated for this Promotion, each participant hereby grants to Ferrero a non-exclusive, perpetual, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such submission, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without any further right of approval. Each participant authorizes Ferrero and/or its affiliates, partners and promotion agencies to utilize the submission submitted to Ferrero and to make derivative works from such material in any manner they see fit. Each participant agrees that the results and proceeds of such use shall become the property of Ferrero and/or its affiliates; and shall be freely assignable by Ferrero and/or its affiliates and that Ferrero and/or its affiliates shall have no obligations whatsoever to participant. Each participant releases Ferrero and/or its affiliates, partners and promotion agencies, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith.
- B. By participating in this Promotion, participants agree to abide by and be bound by these official terms and conditions of participation and the decisions of the judges appointed by Ferrero. Failure to comply with the said terms, conditions, rules, regulations, instructions or methods will result in a participant's disqualification.
- C. All users shall hold Ferrero and/or its affiliates free and harmless from any liability in case an entry is found to have infringed upon any third party's rights, including copyright, publication right, or any other intellectual property or proprietary right, as permitted by applicable law.
- D. In no event shall Ferrero and/or its affiliates be liable to the participants for any monetary amount greater than the value of the prizes due to the prize winner under the rules and regulations of this Promotion.
- E. Ferrero and/or its affiliates shall not be liable to the participants in contract, tort or negligence or otherwise for any loss, damage, costs or expense of any nature whatsoever incurred or suffered by the participant and which is of indirect or inconsequential nature, including without limitation any economic loss or other loss. By participating in this Promotion and accepting the Prizes, the participants and winners waive any and all claims of liability against Ferrero and/or its affiliates, its employees and agents, for any injuries, losses, or damages of any kind caused by any Prize or resulting from the acceptance, possession or use or misuse of the Prize, or which may occur from the conduct of, or participation in, the Promotion, or while preparing for, participating in, and/or traveling to and from any prize-related activity. Prizes will be awarded “as is” with no warranty or guarantee, either express or implied, by Ferrero. Ferrero does not guarantee any third party's performance, nor does it guarantee any of the services or materials provided by any third party.
- F. Ferrero reserves the right to amend the terms and conditions of this Promotion, as well as to suspend, modify or cancel this Promotion at any time with no prior notice.

7. PRIVACY POLICY

By participating in this Promotion, participants agree and consent to allow his/ her personal data being collected, processed, transferred outside of Malaysia and used by Ferrero and/or its affiliates, partners

and promotion agencies for the purpose of this Promotion and in accordance with these terms and conditions and Ferrero's Privacy Policy, which may be viewed at <https://www.kinder.com/my/en/privacy>.

Ferrero and/or its affiliates, subsidiaries, partners and promotion agencies will collect each participant's personal information for the purpose of administering the Promotion, including notifying and verifying successful participants, and announcing their names and last 4 digits of their mobile phone numbers on the website as specified in Section A3. Personal information may be disclosed to authorized third parties in administration of this Promotion on behalf of Ferrero and/or its affiliates, subsidiaries, partners and Promotion agencies and all collected personal data will be deleted in entirety after 12 months from the date of announcement of the winners for this Promotion.

Any information and/or personal data which the participant will provide, or which is otherwise gathered in the context of this Promotion, will be used by Ferrero and/or its affiliates, partners and promotion agencies in compliance with the applicable legislation. This means, in particular, that any personal data processing carried out by Ferrero and/or its affiliates, partners and promotion agencies will respect the principles of lawfulness, fairness, transparency, purpose limitation, storage limitation, data minimization, accuracy, integrity and confidentiality.

Participants have the right to request access to and change or withdraw the personal information provided. If you want to enquire, view, modify or withdraw the personal information provided, please contact us at privacy.apac@ferrero.com

8. GOVERNING LAW

This Promotion shall in all respects be governed by the laws of the country as specified in Section A3. However, it shall be the participant's sole responsibility and obligation to ensure that he/she complies with and do not contravene any laws to which he/she may be personally subjected to.

9. CONTACT INFORMATION

Should there be any questions regarding this Promotion, you can reach us at standtowin@shopperplus.com.my or visit the website as specified in Section A3.