



## Beli & Menang Contest TERMS AND CONDITIONS

**A: Schedule to Conditions of Entry**

**Organiser** Campbell Soup Southeast Asia Sdn Bhd

**Contest** Kimball Beli & Menang Contest

**Contest Period** The Contest starts at 00:00:00 on 15<sup>th</sup> August 2023 and closes at 23:59:59 on 15<sup>th</sup> October 2023.

**Eligibility** The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period.

**Entry Method** WhatsApp Submission

a. To submit their Entries, participants are required to:

**Step 1:** Purchase any Kimball product(s) (“Participating Products”) worth minimum of **RM15** in a single receipt (“**Proof of Purchase**”) at any offline stores or online platforms within the Contest Period.

**Step 2:** Snap a clear picture of the Proof of Purchase/receipt.

**Step 3:** Send the following information via WhatsApp to **011-5688 1612**.

- i. Clear picture of the Proof of Purchase/Receipt (s)
- ii. Full Name as MyKad
- iii. MyKad Number
- iv. Correct Answer

**Contest Question** : Does Kimball sell sauces? (**True or False**)

(e.g., Picture of Receipt , 881108-10-5677, Daniel Bin Awang , True/False)

1. **Each valid Entry** completed with the required picture of the Proof of Purchase, fulfilled purchase requirement, personal information, correct answer received and approved by the Organiser will be serialized during the Contest Period. For every **Minimum Value (RM15.00)** in a single Proof of Purchase from any of the participating stores or online platforms , one (01) serial number will be allocated to the Entry. For example ;

- i) the single receipt contains purchases of Participating Products worth a **total of RM30**, two (2) serial numbers will be given.
- ii) the single receipt contains purchases of Participating Products worth a **total of RM50**, three (3) serial numbers will be given.

2. Each Proof of Purchase is only eligible to one (1) submission only. The Organiser shall reserve the right to disqualify any submission with duplicated Proof of Purchase.
3. Retain the Proof of Purchase for verification purposes
4. Combination of receipts or repetition usage of receipt are not allowed and will be deemed invalid.
5. The WhatsApp number used for submission of the Contest shall be deemed as the valid contact number throughout the Contest Period and if such participant has been verified as the successful Contest in the manner provided herein, shall include for purpose of the Prize claim/delivery ("**WhatsApp Submission Number**")
6. The Organiser does not accept any alteration of Proof of Purchase in any form. Handwritten receipt, Purchase Orders and/or Delivery Notes will not be accepted as Proof of Purchase.
7. Notwithstanding any of the above, the Organiser shall reserve the right to request for further evidence in the processing of the Entry including the original Proof of Purchase (hardcopy) and the identification documents for verification prior to the delivery of the prizes. Failure to produce any of the foregoing documents within the stipulated time frame will result in disqualification and forfeiture of the prizes

**Entry Deadline** All Entry(ies) must be received by the Organiser on or before 23:59:59 on 15<sup>th</sup> October 2023. Any Entry received outside the Contest Period shall be automatically disqualified.

**Verification Details**      **Verification of Entries**

- Clear snapshot of the Proof of Purchase indicating the Kimball brand product(s), receipt number, date of receipt, value/price, and outlet name.
- Validity of the purchased date
- Purchase value and requirement fulfilled.
- No Duplication or repetition of receipt(s)
- No alteration of receipt in any form; store name, item(s) purchased, prices and transaction date.
- Correct Answer
- Disqualified receipt/document as proof of purchase includes:
  - I. Credit Card Slips
  - II. Handwritten Receipts
  - III. Refund/Return of Purchase Slips
  - IV. Delivery Note
  - V. Receipts Not Printed from a Cash Register (POS system)

**Prizes**      **First Prize**  
 x 1 Cash Voucher of worth RM5,000  
**(A Total of 1 Winner Cash Voucher)**

**Second Prize**

x 3 Cash Voucher worth RM2,000

**(A Total of 3 Winners Cash Voucher)**

**Third Prize**

x 50 Cash Voucher worth RM500

**(A Total of 50 Winners Cash Voucher)**

**Consolation Prize**

x 70 Cash Voucher worth RM200

**(A Total of 70 winners Cash Voucher)**

**Winner Selection**

Participants are eligible to win a maximum of one (1) prize during the Contest Period;

- **1 x First Prize, or**
- **1 x Second Prize, or**
- **1 x Third Prize, or**
- **1 x Consolation Prize.**

**WINNER SELECTION METHOD:** As part of the winner selection process, the Organizer will tabulate and verify the Entries received. Entries which have been verified and approved to be a successful entry by the Organizer ("Qualified Entries") will be allocated a set of serial number.

**First Prize: 1 x Cash Voucher worth RM5,000**

There is One [1] x **Cash Voucher worth RM5,000** to be won throughout the Contest Period.

As part of the First Prize shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Contest Period [each a "Qualified Entry" and collectively the "Qualified Entries"]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".

The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ["Total Qualified Entries"]. Assuming the Total Qualified Entries received throughout the Contest period is **8,000**, the Organiser will compute and select the shortlisted winners based on the following example:

$$8,000 \div 2 = \underline{\underline{4,000^*}}$$

The shortlisted First Prize winner will be the 4000<sup>th</sup> serial number entry. In the event the computed number derived is with decimal value, the number will be rounded down to the nearest single digit number.

A total of 1 winner will be selected throughout the **Contest Period**.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

### **Second Prize: x 3 Cash Voucher worth RM2,000**

There are Three [3] x **Cash Voucher worth RM2,000** to be won throughout the Contest Period.

As part of the Second Prize shortlisting winners' selection process , the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Contest Period [each a "Qualified Entry" and collectively the "Qualified Entries"]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".

The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ["Total Qualified Entries"] Assuming the Total Qualified Entries received throughout the Contest period is **5,000**, the Organiser will compute and select the shortlisted winners based on the following example:

$$5,000 \div 3 = \underline{1666.6^*}$$

The shortlisted Second Prize winners are the 1666<sup>th</sup> serial number entry multiplied 1, 2, and 3.

Example of the shortlisted winning serial numbers; 1666\*, 3332\* and 4998\*.

A total of **3 winners** will be selected throughout the **Contest Period**.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

### **Third Prize : x 50 Cash Voucher worth RM500**

There are Fifty [50] x **Cash Voucher worth RM500** to be won throughout the Contest Period.

As part of the Third Prize shortlisting winners' selection process , the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Contest Period [each a "Qualified Entry" and collectively the "Qualified Entries"]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".

The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ["Total Qualified Entries"] and the subtraction of First Prize and Second Prize Winner's Entry/ies. Assuming the Total Qualified Entries received throughout the Contest period is **2,000**, the Organiser will compute and select the shortlisted winners based on the following example:

$$\begin{aligned} \text{Assuming First Prize and Second Prize winner's entries} &= *100 \text{ entries;} \\ 2,000 - *100 &= 1900 \div 50 = \underline{38^*} \end{aligned}$$

The shortlisted Third Prize winners are the 38<sup>th</sup> serial number entry multiplied by 1, 2, 3 and so forth until 50.

Example of the shortlisted winning serial numbers 38\*, 76\*, 114\*, 152\*, 190\*, 228\*, 266\*, 304\*, 342\*, 380\*, 418\* and so forth until 1,900.

A Total of **50 winners** will be selected throughout the Contest Period.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

### **Consolation Prize: 70 x Cash Voucher worth RM200**

There are **Seventy [70] x Cash Voucher worth RM200** to be won throughout the Contest Period.

As part of the Consolation Prize shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout each Contest Period [each a "Qualified Entry" and collectively the "Qualified Entries"]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".

Each serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ["Total Qualified Entries"] and the subtraction of First Prize, Second Prize and Third Prize Winner's Entry/ies. Assuming the Total Qualified Entries received throughout the Contest Period is **1,600**, the Organiser will compute and select the shortlisted winners based on the following example:

Assuming First Prize, Second Prize and Third Prize winner's entries = \*200 entries ;  
 $1,600 - 200 = 1,400 \div 70 = \underline{20^*}$

The shortlisted Consolation Prize winners are the 20<sup>th</sup> serial number entry multiplied by 1, 20, 40 and so forth until 70.

Example of the shortlisted winning serial numbers; 20\*, 40\*, 60\*,80\*, 100\*, 120\*, 140,\* 160\*, 180\*, 200\*, 220\*, 240\*, 260\*,280\*, 300\*, 320\*, 340\*, 380\*, 400\*and so forth until 1,400.

A total of **70 winners** will be selected throughout the **Contest Period**.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

### **Winner Announcement**

The list of winners will also be announced on the Organizer's social media <https://www.facebook.com/KimballMalaysia>

All selected winners will be informed via WhatsApp from the contest number **011-5688 1612** to the contact number which the Organiser received in the **Qualified Entries** to request for Bank account details as part of the Prize fulfilment process;

- i. Name of the bank where the Winner has an active bank account maintained ("Active Bank Account");
- ii. Account number of the Active Bank Account; and
- iii. Full name of the Winner as per record of the Active Bank Account

**Prize Claim  
& Delivery**

1. All prizes will be processed for delivery to the winners' given contact number from the Contest Entry within six (6) to eight (8) weeks after the Contest end date on 15<sup>th</sup> October 2023.
2. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.
3. The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever.
4. The Cash Prizes will be credited to winner's bank account number provided by the winners to the Organiser by online transfer. All Winners MUST provide their own personal active bank account number when requested. The Organiser reserves the rights to forfeit the Prize if the bank account details provided is NOT in the Winners' name and/or the Winner failed to provide their local bank account details upon request.
5. Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
6. The Organiser reserves the right to substitute any prize with that of similar value at any time without prior notice.
7. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
8. The Prizes must be claimed within three [3] months from the date of the letter or announcement or notice of the claim of the prize whichever is earlier.
9. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
10. The Organizer shall not be liable for any loss or damage that occurs to the Prizes 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.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, collectively "Terms and Conditions", and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Contest (hereinafter referred to as "Participants", "Participant", "You", "you", "your").*

**B: Conditions of Entry**

**1. Introduction**

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to

Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.

- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Contest Period, make Prize substitutions, cancel, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser's decision on all matters relating to the Contest including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

## **2. Contest Entries**

- 2.1 By submitting an entry to the Contest, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Contest, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Contest shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

## **3. Eligibility**

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of the Contest and by submitting required personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Contest including without limitation, identification documents.

## **4. Ineligibility**

The following groups of persons shall not be eligible to participate in the Contest:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Contest and their immediate families (spouse, children, parents, siblings, and their spouses).

## **5. Disqualification**

- 5.1 The following entries will be disqualified:

- (b) handwritten receipt ,unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
  - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the Organiser reserves the right to disqualify any Participant that:
- (a) undermines, has or attempted to undermine the operation of the Contest by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organiser when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

## **6. Prizes**

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Prizes.
- 6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

## **7. Publicity**

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Contest (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

## **8. Intellectual Property Rights**

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.



## **9. Indemnity**

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“**Campbell Soup Southeast Asia Sdn Bhd**”), 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 Participant’s participation in the Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

## **10. Limitation of Liability**

10.1 The Participant’s participation in the Contest shall be at the Participant’s own risk.

10.2 The Organiser, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Contest, as well as the redemption and/or utilisation of any Prize won.

## **11. General**

11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Contest and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Contest, in particular that relates to the Prize, are the properties of their respective owners. This Contest and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser’s group of companies.

11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.

11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.

11.5 Where the Terms and Conditions of the Contest is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.

11.6 The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

12.1 By participating in the Contest, you consent to the Organiser and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 and service providers, agents and contractors who provide administrative and business support to us and act on our behalf (“Authorised Third Parties”) (collectively “Organiser”, “us”, “we” or “our”) to process your personal information provided in the Contest Form for purposes of the Contest. This includes

disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.

- 12.2 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events or contests organised by the Organiser.
- 12.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 12.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 12.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here.
- 12.6 The Organiser is a global company, and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place.
- 12.7 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.

All your written requests or queries should be addressed to:

Contact: Personal Data Protection Officer

- Web Form : [malaysia\\_consumer@campbellsoup.com](mailto:malaysia_consumer@campbellsoup.com); or
- Call us: + 03-7787 6228

- 12.8 The Organiser requires your personal information in order to process your participation in the Contest, without which we will not be able to process your application.