# SUPERMOM TO THE RESCUE GAME ("GAME") TERMS

### ORGANIZER

The Game is organized pursuant to a campaign by Ecart Services Malaysia Sdn Bhd ("Lazada Malaysia"), Nestlé Products Sdn Bhd ("Nestlé") and Wyeth Nutrition (Malaysia) Sdn Bhd ("Wyeth Nutrition")("Campaign"). For the avoidance of doubt, each of Lazada Malaysia, Nestle and Wyeth Nutrition is a co-organizer of the Campaign ("Co-Organizer") and together shall be referred to as joint organizers ("Joint Organizers").

## TERMS AND CONDITIONS OF PARTICIPATION

- 1. This Game Terms, govern your use of and participation in the Game. By participating in the Game, you, as an eligible user ("you", "User(s)" or "Participant(s)"), agree unconditionally and irrevocably to be bound by, and shall be deemed to accept, these Game Terms.
- 2. These Game Terms are in addition to the terms and conditions governing your use of the Lazada Website and your Lazada account available at <a href="https://www.lazada.com.my/terms-of-use/">https://www.lazada.com.my/terms-of-use/</a> and <a href="https://www.lazada.com.my/privacy-policy/">https://www.lazada.com.my/terms-of-use/</a> and <a href="https://www.lazada.com.my/privacy-policy/">https://www.lazada.com.my/terms-of-use/</a> and <a href="https://www.lazada.com.my/terms">https://www.lazada.com.my/terms-of-use/</a> and <a href="https://www.lazada.com.my/terms">https://www.lazada.com.my/terms-of-use/</a> and <a href="https://www.lazada.com.my/terms">https://www.lazada.com.my/terms-of-use/</a> and <a href="https://www.lazada.com.my/terms">https://www.lazada.com.my/terms-of-use/</a> and <a href="https://www.lazada.com">https://www.lazada.com</a>.
- 3. If you do not agree to the Campaign Terms, or any of the applicable terms and conditions referred to above, please do not participate or take part in the Game.

# **CAMPAIGN PERIOD**

4. This Campaign starts on 24 January 2022, 00:00hr and ends on 17 February 2022, 23:59hr ("Campaign Period").

\*The Joint Organizers reserve the right to change, postpone, reschedule, cancel or extend the Campaign Period at any time without prior notice.

#### ELIGIBILITY

- 5. This Campaign is open to all Malaysian residents aged 18 years and above, except employees and immediate family members of Lazada Malaysia, Nestlé and Wyeth Nutrition.
- 6. Each Participant is required to have a valid Lazada User ID.

#### **PARTICIPATION METHOD**

- 7. Participants are required to follow and successfully satisfy the following steps to participate in the Game to be eligible to win the Voucher Codes:
  - Step I: Launch and play the Game.
  - **Step II:** Following Step I, score 100 points within one (1) minute or 60 seconds in the Game.

Step III: If Step II is successful, submit details in the specified form.

If Step III is successful, the Participant is required to copy/save the RM50 OFF voucher code ("**Voucher Code**"), which may be used and redeemed in accordance with this Game Terms.

- 8. Each Participant is entitled to one (1) Voucher Code only based on the email and mobile phone number submitted.
- 9. Voucher Codes are only applicable to Maternal Milk/Adult Milk/Growing Up Milk/Formula Dietary Food for children aged 1 year old and above.
- 10. The Voucher Codes shall be used on S-26 GOLD PROGRESS, NANKID and LACTOGROW Official stores only (each referred herein as "**Participating Stores**").

## **REDEMPTION OF VOUCHER CODES**

- 11. The Voucher Codes are valid and shall be utilized from 17 February 2022 12:00AM to 17 February 2022 11:59PM ("**Redemption Period**") only.
- 12. Any transaction received before 12.00am, 17 February 2022 12:00AM or later than 17 February 2022 11:59PM will not be eligible to redeem/utilize the Voucher Code.
- 13. Only the first 500 Participants with a minimum spend of RM200 during the Redemption Period in Participating Stores can successfully redeem/utilize the Voucher Code.

### **OTHER TERMS**

- 14. Each of the Co-Organizers will not be responsible for any prizes unreceived, missing, late notices or other matters that were caused by factors outside of the Co-Organizer's control.
- 15. Images of Campaign prizes shown in any promotional materials, advertisements, or other materials relating to this Campaign are solely for illustration purposes only and may not depict the actual Campaign prizes.
- 16. The Joint Organizers reserve the right to substitute the Voucher Code with other prizes of equal value without prior notice.
- 17. The Voucher Codes are non-exchangeable, not redeemable, and non-transferable for cash or other deals of any kind or for resale under any circumstances.
- 18. In the event of any dispute regarding the rules, conduct, results, and all other matters relating to a Campaign and/or Game, the decisions made by the Lazada Malaysia are final, binding, and indisputable. Any form of disputes and/or complaints through any kind of mediums will not be entertained. For any enquiries, kindly contact Lazada's Live Chat service (more info here: <a href="https://www.lazada.com.my/helpcenter/">https://www.lazada.com.my/helpcenter/</a>)
- 19. By participating in this Campaign, Participants agree to be bound by these Campaign Terms and will adhere to all and/or any decisions that have been made by Lazada Malaysia.
- 20. The Joint Organizers reserve the right to amend, revise, supplement, delete, vary, exclude or add the Campaign Terms without prior notice, at any point of time and all Participants are bound to such changes, amendments, revisions, supplements, deletions, variations or additions.
- 21. The Joint Organizers reserves the right:
  - a. to change the mechanics and prize of this Game or Campaign at any time at its sole discretion;
  - b. at any time, change any aspect of the Campaign (including discontinuing the Game) without prior notice; and
  - c. at its sole discretion to cancel, suspend, modify or delay the Game or Campaign the event of unforeseen circumstances beyond its reasonable control. By continued participation in this Campaign, Participant will be deemed to have accepted any changes, amendments, revisions, supplements, deletions, variations or additions, which may be published in Lazada APP.
- 22. By participating in the Campaign, all Participants:
  - a. agrees to be bound by these terms and conditions and consent to allow his/her personal data being collected, processed and used by Lazada in accordance with Lazada Privacy Statement (https://www.lazada.com.my/privacy-policy/). In addition, the terms and conditions applicable for the use of the content and/or service, including terms and conditions for the use of the relevant content and/or service shall apply to the Participant. Failure to comply with any applicable terms, conditions, rules, regulations, instructions or methods shall result in disqualification from the Campaign/Game.

- b. consent for the Joint Organizers and its agencies to collect, record, hold, store, use and disclose their personal data and information for purposes which are necessary or related to the participation in the Campaign, including but not limited to contacting of Participants and delivery of prizes (where applicable);
- c. consent for the Joint Organizers to disclose or publish their personal information such as their names and identities and any general information that the Joint Organizers sees fit about the Participants in any media, marketing or advertising materials; and
- d. grant the Joint Organizers the absolute and unrestricted right to modify, use and publish any still or moving images of the Participants for any promotional, marketing, commercial or other related purpose, without any payment or compensation.
- 23. By participating in this Campaign and/or providing your personal data to the Joint Organizers, you warrant that you have read and understand the Privacy Policy enclosed to these Campaign Terms and you consent to the Joint Organizers' processing of your personal data in accordance with said Privacy Policy. You agree to indemnity, defend, and hold the each of the Co-Organizer's harmless against any loss, damages, costs, claims, actions, or liabilities occurring due to your breach of the aforesaid warranty and representation.
- 24. Each of the Co-Organizers have taken the relevant cautionary and security measures to ensure the safekeeping of all Participants' personal data and requires all third party's data processors to comply with the same measures. Please note, however, that each of the Co-Organizers can present the Participants' personal data should it be required to do so by the law, or by a search warrant, subpoena, or court order.
- 25. In no event shall any of the Co-Organizers, its related and affiliated corporations, sponsors, agencies and representatives be liable to you or to anyone else for any loss or injury or any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever, whether in contract, negligence or in tort, arising out of or in connection with the Campaign, including (without limitation) any cancellation or postponement of the Campaign and/or Game Terms.
- 26. Lazada Malaysia reserves the right, in its sole discretion, to disqualify any Participant that is found or suspected of tampering with the Campaign submission process, the operation of this Campaign or to be in violation of these Campaign Terms. Lazada reserves the right to disqualify any Participant and/or to forfeit any Voucher Codes from a Participant Lazada Malaysia believes has undertaken fraudulent practice and/or activities or other activities harmful to this Campaign or the Campaign submission process. Fraudulent activities are deemed to include but not be limited to any act of deceit and/or deception and/or cheating;
- 27. Lazada Malaysia's decision regarding all matters and disputes relating to the Campaign shall be final and binding and no correspondences will be entertained.
- 28. Users agree that they shall:
  - a. abide by the applicable terms and conditions in these Campaign Terms accordingly;
  - b. not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Campaign Period;
  - c. not by act or omission, directly or indirectly bring any of the Co-Organizers into disrepute;
  - d. not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Campaign or the Game with any third party apart from the Co-Organizers.
- 29. Lazada has the right to, at its sole discretion and without prior notification, reject, refuse or exclude a Participant or User from participation in the Game or Campaign for reasons, including (without limitation) where the entry is not complete, non-compliance or non-fulfilment of any of the applicable terms and conditions or attempts to compromise Game or Campaign in any way.

- 30. Each User hereby agrees to indemnify and hold the each of the Co-Organizers and each of its affiliates, related companies, advertising and promotion agencies and each of its and their respective directors, employees, agents and representatives (the "**Released Parties**") harmless from and against any losses, damages, rights, claims, or cause of action of any kind arising, in whole or in part, directly or indirectly, as a result of the User's conduct or breach of the applicable terms and conditions in the Campaign Terms. The Released Parties shall not be responsible for lost, late, misidentified or misdirected entries or telecommunication or computer hardware or software performance, errors, delays or failures.
- 31. The Joint Organizers disclaims all warranties with respect to the Campaign. The Campaign and Voucher Codes are provided 'as is' and 'as available'.
- 32. The terms and conditions stated herein shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- 33. This Campaign is void where the same is prohibited or restricted by any local, national, state, or any governmental laws. If these terms and conditions are or become partially void, Lazada and Users will continue to be bound by the remainder of the same. Lazada Malaysia may replace the void part with provisions that are valid and have legal effects.