

**VOCHELLE “MOMENTS OF INDULGENCE” CAMPAIGN
TERMS AND CONDITIONS**



**Maestro Swiss
Industries Sdn. Bhd.**
Company No. I99901022351 (497251-W)

A: Schedule to Conditions of Entry

Organiser	Maestro Swiss Industries Sdn. Bhd. (497251-W) 61-2 & 62-2 Block E, Zenith Corporate Park, Jalan SS 7/26, Kelana Jaya 47301 Petaling Jaya, Selangor
Promotion	VOCHELLE “MOMENTS OF INDULGENCE” CAMPAIGN
Campaign Duration	The Campaign will commence on 1 July 2023 and ends at 23:59:59 (GMT+8) on 31 August 2023 (“Campaign Period”). The Organiser reserves the right at its absolute discretion to vary, postpone, re-schedule and/or extend the Campaign Period and/or cancel/terminate the Campaign at any time without prior notice.
Qualifications	This Campaign is open to all Malaysian citizens and permanent residents of Malaysia (each a “Participant” and collectively, the “Participants”), aged 18 and above as of 1 July 2023. The Organiser reserves the right to request for identification document as proof and for purposes of verifying the identity of a Participant. Except for those stipulated below: a. Employees of the Organiser (including its associates and related companies) and their immediate family members (children, parents, brothers, and sisters, including spouses); or b. Representatives, employees, staff and/or agents of advertising and/or promotion service providers of the Organiser (including its associated and related companies), and their immediate family members (children, parents, brothers, and sisters, including spouses).
Method of Participation	To participate in this campaign, participants are required to follow the steps below:- Step 1 – Buy Participants will need to purchase any varieties of Vochelle Products during the Campaign Period. Any purchases made before or after the Campaign Period will not be qualified. Participants can purchase Vochelle products at any offline stores in Malaysia (online purchases are not qualified to participate in this campaign). Step 2 – Submission

61-2 & 62-2, Block E,
Zenith Corporate Park,
Jalan SS 7/26, Kelana Jaya
47301 Petaling Jaya,
Selangor
Tel : (603) 780 3022
Fax : (603) 780 3104

Participants will need to submit the receipts to the WhatsApp number 017-881 5834. There is no limit of redemption per WhatsApp number.

Step 3 – Redemption

All rewards are based on a first come first serve basis. Participants must only submit the receipts when they are ready to redeem the rewards. Any submission without redemptions will not be entertained.

[Every RM30 purchase of Vochelle Products = 20 points]

Any balance amount of purchases will be forfeited after the redemption and will not be able to be combined with the next round of receipt(s) submission.

In order to redeem the rewards, participants must reach the certain amount of required points in the combination receipts.

Rewards for Redemption:

1. 20 points - Lazada [RM5 E-voucher]
2. 40 points - Viu [1 Month Subscription]
3. 40 points - Grab Food [RM10 E-voucher]

Any receipts submitted without redemption will still be deemed as valid receipts. Participants can refer to the sample scenarios below for a clearer understanding:

- a) **Scenario 1:** Buyer A submitted 1 receipt of RM10. He will receive a message reply telling him that his purchases don't meet the redemption point requirements. He will be asked to submit the request again as the points from the receipts are insufficient.
- b) **Scenario 2.1:** Buyer B submitted receipts of RM16, RM10, RM8 and he would like to redeem for Lazada RM5 Voucher. His redemption will be recorded as he reached 20 points of purchases. However, the balance of RM4 be forfeited after the redemption.
- c) **Scenario 2.2:** Buyer B submitted receipts of RM20, RM20, RM16 and he would like to redeem for Viu 1 Month Subscription. However, he is not qualified to redeem the rewards because he did not meet 40 points of purchases in this submission. The balance of RM4 that he leftover from previous redemption has already been forfeited.

	<p>d) Scenario 3: Buyer C submitted receipts of RM90 and he would like to redeem 3 x Lazada voucher. However, Lazada RM5 Voucher has been fully claimed. He can choose to redeem 1 x Viu or Grab Food Voucher or collect more points to redeem 2 x Viu or Grab Food Voucher. All rewards are based on first come first serve basis.</p> <p>e) Scenario 4: Buyer D submitted receipts of RM35. However, he doesn't want to redeem anything first. He will receive a message reply telling him to keep the receipts safe, and he will need to collect and submit receipts worth RM30 purchases one shot to make redemption. However, do remind that all of our rewards are first come first serve basis.</p> <p>f) Scenario 5: Buyer E submitted receipts of RM29.99 and he would like to redeem for Lazada voucher. He will be asked to submit the request again as the points from the receipts are insufficient.</p>
Participation Deadline	All the entries must be received by the Organiser on or before 23:59:59 (GMT+8), 31 August 2023 . All entries received outside the Campaign Period shall be automatically disqualified.
Rewards	<p>The rewards will be shown as below:</p> <ol style="list-style-type: none"> 1. 20 points - Lazada [RM5 E-voucher] 2. 40 points - Viu [1 Month Subscription] 3. 40 points - Grab Food [RM10 E-voucher] <p>Please click on the following links to check on the steps to redeem the above rewards: https://bit.ly/MomentsofIndulgence2023</p>
Criteria and Process of Redemption	<ul style="list-style-type: none"> ● All purchases must be made within the Campaign Period. Any purchases made before or after the Campaign Period will not be qualified. ● All redemptions must be submitted via the WhatsApp number that was provided by using the participant's own WhatsApp account within the Campaign Period. ● All participants are required to provide details as below:- <ol style="list-style-type: none"> a. Full Name as per I/C b. MyKad/MyPR Number c. Official Purchasing Receipt/Invoice as proof

(Handwriting receipts & Online purchases are not acceptable)

- The following information must be clearly displayed on the purchasing receipt/invoice:
 - Product(s) Purchased & Price
 - Date & Time of Purchase
 - Purchased Store Name
 - Receipt / Invoice Number
 - Company Registration No.
- Participants can select their preferred rewards once the submitted receipts reached the redemption tier stated; however, all the rewards are while stock lasts and based on first come first serve basis.
- There will be limited redemptions to a maximum of 15 rewards per WhatsApp number.
- If there are same receipts submitted by 2 different participants / WhatsApp number, the Organiser will only record the first qualified redemption based on submission time. The second participant's submission of the same receipt will be deemed as invalid receipt.
- The Organiser's decision is final, and no complaint or appeal in all means will be entertained.
- All the redemption submissions must be completed and applied with all the terms and conditions stated above. Any incomplete submissions will not be entertained.
- The organizer reserves the right to require participants to undergo validation processes throughout the entire duration of the contest period. These processes may be necessary to verify the accuracy and authenticity of the information submitted, including but not limited to receipts and other documentation. Failure to comply with these validation processes may result in disqualification from the contest.

Communication to Participants

- Organiser will reach out to participants via WhatsApp Number 017-881 5834.
- Organiser will not be responsible if the participant can't be contacted for any reason.

	<ul style="list-style-type: none"> All rewards are based on first come first served basis.
Rewards Fulfilment	<p>All Rewards redemption will be provided in Digital Code format to the WhatsApp Number that the participants submitted to participate in this Campaign.</p> <p>There will be three (3) rounds of Digital Code delivery. Please refer to the schedule below for delivery schedule:</p> <ol style="list-style-type: none"> For submission made between 1 July 2023 - 23:59:59, 23 July 2023, rewards will be delivered within 30 working days For submission made between 24 July 2023 - 23:59:59, 13 August 2023, rewards will be delivered within 30 working days For submission made between 14 August 2023 - 23:59:59, 31 August 2023, rewards will be delivered within 30 working days

*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 Promotion (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 Promotion Period, make Reward substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).

1.3 The Organiser's decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Promotion Entries

2.1 By submitting an entry to the Promotion, 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 Promotion, 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 Promotion 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 Promotion and by submitting required personal information.

3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion including without limitation, identification documents.

4. Ineligibility

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

- (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 Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

5. Disqualification

5.1 The following entries will be disqualified:

- (a) 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 Promotion by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.

5.3 In the event of a disqualification after a Reward has been awarded, the Organiser reserves the right to demand for the return of the Reward or payment of its value from the disqualified Participant.

6. Rewards

6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Rewards in accordance with the Reward Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Rewards will be dealt with.

6.2 Rewards 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 Reward shall be the responsibility of the Winner.

6.4 All Rewards must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Rewards.

6.5 Reward(s) are given out on an "as it is" basis. The Reward shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Reward to the fullest extent permitted by law.

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 Promotion (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 Promotion 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 (“Maestro Swiss Industries 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 Promotion, acceptance of any Reward, and/or the use of the Participant’s entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions.

10. Limitation of Liability

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

10.2 The Organiser, Maestro Swiss Industries Sdn. Bhd., 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 Promotion, as well as the redemption and/or utilisation of any Reward.

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 Promotion 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 Promotion, in particular that relates to the Reward, are the properties of their respective owners. This Promotion 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 Promotion.

11.5 Where the Terms and Conditions of the Promotion 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 Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the campaign and submitting your entries, you give consent and absolute right to Maestro Swiss Industries Sdn. Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Maestro Swiss Industries Sdn. Bhd.") 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 Promotion Form for purposes of the campaign. This includes disclosing your name to the general public when you become a winner in a campaign 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. Please indicate your option on the form if you agree to the use of your personal information for this purpose (if any).
- 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: Marketing Executive

Maestro Swiss Industries Sdn. Bhd. (497251-W)
61-2 & 62-2 Block E, Zenith Corporate Park, Jalan SS 7/26, Kelana Jaya
47301 Petaling Jaya, Selangor

Or call us at 03-7803 3022

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