

# Avon Eve Duet Campaign

## Terms and Conditions

Please read these Terms and Conditions carefully before you take part in this Campaign. By participating, you are deemed to have accepted these Terms and Conditions and agreed to abide by them. If you do not agree to these terms and conditions, please refrain from participating in this Campaign. The Organiser reserves the right to amend the Terms and Conditions at any time without prior notice.

## Campaign Information

Avon Eve Duet ("Campaign") is organised by Avon Cosmetics (Malaysia) Sdn Bhd (Co. No. 12757-D) ("Organiser"). The Campaign begins on 1 March 2018, 12:00pm and ends on 25 April 11:59pm ("Campaign Period"). Entries received outside of the Campaign Period will be disqualified.

The Organiser reserves the right to vary, extend, suspend, or terminate the Campaign at its sole discretion or if it does not receive sufficient numbers of eligible entries or if the Campaign is not capable of being continued for whatever reasons. Such termination or suspension shall not give rise to any claim by the Participant.

## Campaign Eligibility

1. This Campaign is open to all Malaysian citizens residing in Malaysia aged 18 and above (as at the date of participation in this Campaign) with a valid Malaysian National Registration Identity Card. In the event that a Participant is younger than 18 years of age at the date of participation, the Participant is required to obtain written consent from his/her parent/guardian before joining this Campaign and upon request by the Organiser will be required to present the same. Employees, shareholders, officers, directors, agents, distributors, and representatives of the Organiser and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, and advertising agencies, together with the immediate family members (regardless of where they live) and those living in the same household of such persons (whether or not related), are not eligible to participate in the Campaign.

## **Campaign Mechanics**

2. The free Avon Eve Duet fragrance sample (“Sample”) will be sent to the address provided by the Participant. Each “Sample” includes a 2ml vial of ‘Radiant’ scent, and a 2ml vial of ‘Sensual’ scent.

3. In order to participate in this Campaign and be eligible to redeem the Sample, all Participants must:

- I. Go to *www.eveduetbyavon.com*
- II. Insert personal details in the form provided (must be a valid postal address within Malaysia).

4. The Organiser reserves the right to disqualify any Participant who does not comply with any of the Terms and Conditions of this Campaign or if the Organiser is of the view that the Participant fails to meet any of the Organiser’s participation criteria.

5. Each Participant is entitled to request and receive only one (1) Sample, according to their unique Malaysian Identification Number, Facebook account, name, postal and/or residential address(es), and phone number.

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6. The free Eve Duet Sample will be given “as is” and is strictly non-transferable, non-exchangeable and may not be encashed.

7. The Organiser does not guarantee the availability of the free Sample and the Organiser has the sole and absolute discretion to replace and/or substitute such item(s) with any other item of similar value as determined by the Organiser, its agents or sponsors.

8. The free Sample is only available in a limited supply and on a first-come, first-served basis.

9. By participating in this Campaign, the Participant is deemed to have read, understood, agreed, and unconditionally accepted the Terms and Conditions and the Privacy Notice stated below.

10. The Participant warrants, undertakes and agrees that he/she hereby waives or has obtained a waiver of all rights (including moral rights) from all persons who have contributed to the production of the Entries and the underlying works (collectively "Contributors") to which the Contributor and/or the Participant is, now or may in the future, be entitled in any part of the world.

11. The Participant warrants, undertakes and agrees that entries submitted by the Participant shall not contain elements of nudity, pornographic images or sexual themes, graphic violence, defamatory or libellous statements or material considered illegal/offensive or may contravene the laws of Malaysia or materials likely to tarnish the image of the Organiser or bring the Organiser's reputation into disrepute. Any contravention of this clause shall grant the Organiser the absolute discretion to disqualify and reject and/or remove any entry or posting immediately without prior notice.

12. The Participant warrants, undertakes and agrees that the Organiser shall have the sole right to use or exploit the Participant's Entry or any part thereof in any and all form of media by any and all manner or means throughout the world for the full period of copyright including all renewals together with the right to authorise others so to do without having to pay any remuneration or royalties to the Participant. For the avoidance of doubt, the Organiser is under no obligation to use, or exploit any part thereof.

13. The Participant warrants, undertakes and agrees that he/she shall not use the Entries or any part thereof for purposes other than stipulated in the Terms and Conditions. In the event that the Entries or any part thereof is published or distributed or dealt with in any manner whatsoever without prior consent from the Organiser, the Organiser shall at its absolute discretion be entitled to disqualify the Participant and/or revoke any item redeemed and shall bear no liability whatsoever in respect of the same.

14. All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint, or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Campaign, the production, distribution, exhibition and/or exploitation of the Campaign and/or Programme and/or any product based on and/or derived from the Campaign and/or Programme.

15. The Organiser reserves the right to at any time, change, amend, delete, or add to the Terms and Conditions and other rules and regulations including the mechanism of the Campaign at its absolute discretion. The Organiser also reserves its absolute right and discretion to cancel, postpone, shorten, or extend this Campaign (including operating hours and days) and also may revoke or withhold any Participant's eligibility for the free Sample.

16. Submission of Entries do not guarantee participation/eligibility in the Campaign. The Organiser has the absolute discretion to reject or refuse submission of Entries and participation by the Participants for reasons, including (without limitation) where the Entries are not complete or any provisions in the Terms and Conditions are not complied with.

17. The Organiser reserves the right to disqualify and/or exclude Participants and/or revoke the Item/eligibility (at any stage of the Campaign) if:

- I. the Participant is ineligible or does not meet any of the eligibility criteria set out in the Terms and Conditions; or
- II. the Participant breaches the Terms and Conditions or other rules and regulations of the Campaign or violated any applicable laws or regulations; or
- III. in the Organiser's sole determination, it believes that the Participant has attempted to undermine the operation of the Campaign by fraud, cheating or deception.

18. In the event of a disqualification after the free Sample has been awarded, the Organiser reserves the right to demand for the return of the Item or payment of its equivalent value from the disqualified Participant.

19. Whilst the Organiser will endeavour to conduct necessary verifications on the eligibility of participants, failure to disqualify any ineligible participants shall not be deemed a breach by the Organiser.

20. The Participant shall not dispute nor make any oral or written complaints, public announcements, or statements on the same whether during or after the Campaign Period.

21. 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 Campaign.

## **Rights of the Organiser**

22. The Participant agrees that all materials submitted by the Participant for this Campaign belongs to the Organiser. Where applicable, the copyright and all intellectual property rights (including moral rights) subsisting in all materials including but not limited to digital or non-digital materials (e.g.: videos and images) shall, upon submission, belong to the Organiser.

23. The Organiser reserves the right to publish and use the names, photographs, images, audio recordings and/or videos submitted by the Participant or of the Participant for advertising, marketing, publicity, and/or any other purpose, without any prior notice or compensation to the Participant. Participants shall not be entitled to claim ownership or other forms of compensation on the materials.

24. In consideration of the Organiser offering to the Participant the opportunity to participate in the Campaign, the Participant hereby unconditionally and irrevocably agrees and consents to the following:

- I. The Organiser is permitted to the use of the Participant's name, image, voice and/or likeness for editorial, advertising, promotional, marketing and/or other purposes without further notice or compensation.
- II. Where required by the Organiser, the Participant shall voluntarily make himself/herself available for the production, recording and publicity of the Campaign for such duration as may be notified by the Organiser (including but not limited to recorded or non-recorded interviews, taking of still photos, audio and/or visual recording for promotions and publicity use (collectively "Recording"). All cost for the attendance and participation of the Participant shall be borne solely by the Participant and the Organiser shall not be liable to reimburse any cost, expense, salary, or compensation to the Participant.
- III. The Organiser shall have and the absolute right and discretion to advertise and/or air and/or print the Recording and/or use the slogan, names, or nicknames on any of its programmes/channels or in any media whatsoever, in whole or in part, at the Organiser's discretion. All copyrights subsisting in the Recording shall belong to the Organiser absolutely.

IV. The Organiser reserves the right, at its sole and absolute discretion, to use and exploit the Intellectual Property via any means or media and in any manner and anytime that it deems fit without first obtaining any consent nor making any payment whatsoever to the Participant and/or representatives.

25. The Organiser reserves the right, at its sole discretion, to disqualify any Participant who tampers with the Campaign mechanics, systems, software, or any other processes connected with this Campaign.

26. The Organiser reserves the right, at its sole discretion, to remove and/or disqualify any Participant and/or entries found (in the Organiser's discretion) to be indecent or unsuitable for public consumption, or found or suspected of cheating/hacking/tampering with the Campaign submission process, the operation of this Campaign or to be in violation of any Terms and Conditions of the Campaign. The Organiser reserves the right to pursue legal action against any individual whom it believes to have been involved in fraudulent activities or other activities harmful to the Campaign, the Organiser, or the Campaign submission process.

### **Liability & Responsibility**

27. Unless stipulated otherwise, all transportation cost, internet charges, personal costs and/or any other costs, fees and/or any kind of expenses incurred by the Participants in connection with this Campaign (whether for the purpose of joining, participating in or receiving any benefit or prizes from the Campaign) or for the purpose of prize redemption or related travelling are the sole responsibility of the Winner, and the Organiser, its affiliates, authorised agents or participating agencies accepts no responsibility whatsoever for these costs/charges/fees/expenses.

28. The Organiser, its affiliates, authorised third parties and participating agencies accepts no responsibility for entries lost, damaged, delayed in the post, or due to computer, IT or any technological error. The Participant is responsible for ensuring that his or her entry complies with all the rules and Terms and Conditions of the Campaign, and that his or her entry reaches the Organiser in the form required by the Organiser.

29. By taking part in this Campaign, all participants agree to release, discharge, and hold harmless the Organiser, its affiliates and agencies, and their employees, officers, directors and representatives from any claims, losses or damages arising out of or in connection with

their participation in this Campaign (including but not limited to, any error in computing any transaction, any breakdown or malfunction in any computer system or equipment), any Campaign-related activities and the acceptance and/or use, misuse, or possession of any prize awarded hereunder.

30. The Organiser shall endeavour to take all the necessary steps to ensure the free Sample arrives at the Participant's specified postal address. However, the Organiser shall not be liable for any damage or loss of the Sample (during the delivery process) and will not replace/resend a new Sample.

31. All costs incurred by the Participant in relation to and/or with respect to the Campaign and redeemable Item including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Participant as a result of and/or pursuant to his/her participation in the Campaign, collection and additional costs related to the prize i.e. insurance cost, vehicle registration fee, road-tax, etc. shall be solely borne by the Participant. The Organiser shall not be under any obligation to reimburse the Participant for any of such costs and expenses incurred thereof.

32. The Participant acknowledges that his/her participation in the Campaign shall be at his/her own risks.

33. The Organiser, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable and/or responsible to any Participant in respect of:

- I. any failure to redeem an Item in the Campaign, defective Items due to his/her negligence, act and/or omission or misuse of Prizes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Participant during the Campaign or arising out of or in connection with the Campaign, the participation by the Participant in the Campaign and/or the Items offered.
- II. any delay and/or failure in receiving and sending a Campaign Entry as a result of any network, communication, ISP or system error, interruption and/or failure experienced by the Organiser or the Participant's telecommunication service

provider and/or resulting from participation or the downloading of any materials in the Campaign.

- III. any error (including error in notification of Campaign winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside the Organiser's control.

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

### **Disclaimer**

This Campaign is in no way sponsored, endorsed, or administered by, or associated with, Facebook. The Participant warrants, undertakes and agrees that the Entry submitted by the Participant complies with all Facebook terms and conditions and the Participant is responsible for viewing and abiding by the terms of use and privacy policy posted on Facebook.

### **Governing Law and Jurisdiction**

This Campaign and the Terms and Conditions shall be governed by the laws of Malaysia, and each Participant agrees to submit any claim, dispute or controversy to the exclusive jurisdiction of the courts of Malaysia.

### **Privacy Notice & Consent**

Your personal data, including without limitation the personal data obtained from you directly when you provide us with personal information, e.g. when you register for our campaigns, campaigns and/or roadshows, buy a product or service from us, sign up to receive information, use our applications, fill out a survey, or make a comment or enquiry, and/or any further updates provided to us by you in relation to your personal information ("Personal Data"), will be processed for the purpose of your participation in our campaign, campaign and/or roadshow and/or events, to provide you with products or services that you request from us, to provide you with advance notice of our future events, to respond to your inquiries, to provide you information about our products, services and/or new releases which may be of interest to you, to invite you and your subscription to our newsletters, and/or for auditing purposes in cases where there has been a dispute (collectively, "Purpose").



We also wish to inform you that your Personal Data may be disclosed to third parties, such as to our headquarters, regional offices, subsidiaries, affiliates, service providers, which may be located outside Malaysia, for reasons relating to the Purpose.

Details of Avon:

Avon Cosmetics (Malaysia) Sdn Bhd (12757-D) (AJL No: 93001), Lot 13A, Jalan 219, Seksyen 51A, 46100, Petaling Jaya, Selangor, Malaysia.