

## Contest Period

The Contest is open from:

Tuesday, 30 October 2018, 12.00pm to Sunday, 11 November 2018, 6.00pm

## Eligibility

1. All information in the Facebook post on how to participate in “Reload RM10 to get RM10 Lazada voucher Contest” on Facebook (the “Contest”) shall form part of these Terms & Conditions.
2. Celcom Axiata Berhad will not be responsible for any consequences that any entrant may suffer (including without limitation any damage, loss, injury or disappointment), or that result in infringement or any law or regulation, by entering the Contest or the entrant’s acceptance of any Prize.
3. By participating in the Contest, the entrant agrees to be bound by and to comply with these Terms & Conditions, Non-compliance with or breach of these Terms & Conditions may disqualify the entrant at any stage of the Contest, and any prizes won may be forfeited, withheld, withdrawn or reclaimed.
4. This Contest is only open to all Malaysians. Anyone associated with the Contest are ineligible to enter the Contest. Celcom Axiata Berhad reserves the right but does not have the obligation to verify the eligibility of the entrants. The entry is not transferable. The demise of an entrant disqualifies his/her entry.
5. The entry must be received by Celcom Axiata Berhad during the relevant Contest period stated in paragraph 7 below. Proof of submission does not constitute proof of receipt of the entry. Celcom Axiata Berhad accepts no responsibility for any late, lost or misdirected entries, including entries not received or delays in the delivery of the entries due to technical disruptions, network congestions or any other reason.

## How to Enter

1. Entrants must have a Facebook account with privacy settings set to “**Public**”.
2. Entrants will need to follow the steps as per shown in “Reload RM10 to get RM10 Lazada voucher” Contest post.
3. An entrant may submit multiple entries for the Contest, but will only be eligible to receive one prize. If the same entrant is selected for multiple prizes, the lower-rated prize will be forfeited and a replacement winner will be selected.
4. Contest Mechanics:  
In order to participate in the Contest, the Eligible Participants need to carry out the following steps and/or activations:

### Step 1:

Eligible Participants will need to create a Facebook account (if you don't have an account yet) at [www.facebook.com](http://www.facebook.com)

Step 2:

Eligible Participants will need to like Celcom Telecommunications' Facebook page at [www.facebook.com](http://www.facebook.com)

Step 3:

Eligible Participants will need to share the contest post on their Facebook page with the caption "I've redeemed 1GB from XPAX for an RM10 reload. Have you? Thanks XPAX!"

Step 4:

Eligible Participants will need to tag 3 friends with hashtag #XPAXBelanja on their shared contest post on their Facebook page. Their friends need to like Celcom Telecommunications' Facebook page

Step 5:

Celcom shall contact the shortlisted Potential Winners (as defined below) via Private Message on Facebook to request for the shortlisted Potential Winners' contact details (Full name and contact number) and identity card number, which shall be provided to Celcom via a Private Message on Facebook within the notified period by Celcom.

Step 6:

Upon conducting all verifications including but not limited to eligibility verifications, Celcom shall further contact the Potential Winners (as defined below) on the mobile number as submitted by Eligible Participants, but no later than 16 November 2018 ("Call Period").

**Prizes**

1. Entries will be selected randomly based on the following criteria:
  - a. Shared the contest post on personal Facebook page
  - b. Tagged 4 friends with hashtag #XPAXBelanja
  - c. Friends must like Celcom Telecommunications' Facebook page
2. Prizes are not negotiable, transferable, exchangeable or redeemable for cash, credit or kind, either in part or in full. Prizes must be taken as stated and no compensation is payable if a winner is unable to use a Prize as stated. There is no refund for a partially used Prize. Celcom Axiata Berhad reserves the right to change and vary the Prizes at any time and may substitute any Prize for an alternative Prize of similar value without any prior notice. The value of the Prize will be solely determined by Celcom Axiata Berhad. Other terms and conditions of the Prize apply.
3. The winners will be notified directly through Private Message on Facebook latest by Friday, 16 November 2018 by 5pm ("**Result Date**").
4. By accepting a Prize, the winner signifies his/her agreement and consent to participate in and to co-operate as required by Celcom Axiata Berhad with all

reasonable media requests relating to the Prize, including but not limited to, being interviewed, photographed and having his/her name, photo and quotes published in any media owned by Celcom Axiata Berhad. If the winner withdraws his/her consent, he/she will surrender the Prize to Celcom Axiata Berhad. For the avoidance of doubt, the consent may not be withdrawn after any part of the Prize is used by the winner.

5. Each Prize will be awarded to the entrant with the winning entry, and will be sent to him/her through Private Message on Facebook. Celcom Axiata Berhad may in its sole and absolute discretion deal with any unaccepted or unclaimed Prize as it deems fit. If the winner is deceased before the Prize is accepted, the Prize will be deemed forfeited.
6. By entering this Contest or accepting a Prize, the entrant agrees to indemnify, release and hold harmless each of Celcom Axiata Berhad, its parent company, affiliates, directors, officers, employees and 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 entrant's entry into the Contest or acceptance of any Prize, including without limitation, personal injuries, death and property damage. All warranty claims in regard to a Prize should be directed to the applicable manufacturer. Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in these terms and conditions apply to this Contest nor in respect of the Prizes and all implied warranties are excluded, including but not limited to, the implied warranties of satisfactory quality, merchantability or fitness for a particular purpose of any of the Prizes.
7. Celcom Axiata Berhad reserves the right to change these Terms and Conditions, including to cancel this Contest, in such manner as it deems fit, without prior notice or reason, and without liability to such entrant or winner.
8. These Terms and Conditions, and the Contest shall be construed and governed by the laws of the Malaysia. In case of a dispute, the courts of Malaysia will have exclusive jurisdiction.
9. Entry to the Contest is personal to the entrant. No other person has any right) to enforce or enjoy the benefit of this Contest through an entrant's entry.

## **Notification of Winners**

1. Notification and Selection of Contest winners for this Contest:
  - 1.1 Selection of the Contest Winners (Collectively known as "Contest Winners") shall be based on the following:-
    - 1.1.1 Celcom will select (from its record of entries by the Eligible Participants) TEN (10) submissions shared during the Contest Period ("Potential Winners"). Selection of the Potential Winners shall be based on a set of criteria determined by Celcom. Celcom's record of the entries are final, conclusive and binding.
    - 1.1.2 All Eligible Participants including the Potential Winners are to monitor their Private Message inbox on Facebook and keep their mobile phone number activated and valid during this period.
  - 1.2 In relation to Step 4 above, Celcom shall only prompt the Potential Winners once (1) via Private Message or comment on Facebook during the Call Period. The Potential Winners are required to respond to Celcom's Private Messaging by providing the following information within the relevant period notified by Celcom within 24 hours of contact:
    - 1.2.1 Full Name (as per in NRIC)
    - 1.2.2 Mobile Phone Number
    - 1.2.3 NRIC No.
  - 1.3 The failure by the Potential Winner to successfully reply completely to Celcom via Private Message(s) or comment at Facebook for any reason whatsoever during the notified period determined by Celcom, will result in an automatic disqualification of the said Potential Winner and the disqualified Potential Winner shall have no claims whatsoever against Celcom. In such an event, Celcom reserves the right to move on and select another Potential Winner. Celcom has the sole discretion to vary or extend this relevant period without prior notification.
    - 1.3.1 Upon making the necessary verifications including but not limited to eligibility verifications, Celcom shall further contact the Potential Winners during the Call Period.
    - 1.3.2 Potential Winners who are successfully contacted by Celcom during the Call Period shall be announced as Contest Winner.
  - 1.4 Celcom has the sole and absolute discretion to extend the Call Period without prior notification. Eligible Participants including the Potential Winners are to keep their mobile phone numbers activate and valid during this Call Period.
  - 1.5 Celcom must be able to contact Potential Winners via two (2) voice call attempts during Call Period, failing which, Celcom reserves the right to move on and select another Potential Winner. The non-contactable Potential Winners shall be automatically disqualified as Potential Winner and shall have no claims whatsoever against Celcom on such a disqualification.

- 1.6 Celcom will notify and liaise with the Contest Winners with regards to the Prize won.
- 1.7 Celcom has the sole and absolute discretion to extend the Collection Period without prior notification. The Contest Winners are to keep their mobile phone numbers activate and valid during this Collection Period.
- 1.8 If the Contest Winner is unable to collect the Prizes personally, such Contest Winner shall provide a letter of authorization to authorize another individual to collect the Prize on his/her behalf ("Authorized Person") subject always that the identification of the Authorized Person shall be produced to the Celcom before such Authorized Person collects the Prize.
- 1.9 Pursuant to Clause 3.5, Eligible Participants including Contest Winners must be eighteen (18) years old and above. Failing to observe this requirement, Celcom shall have the right to cancel the entry and / or forfeit the Prize of the Participant (as the case may be).

### **Liabilities**

1. Celcom shall not be liable for any damage, loss, injury or disappointment suffered by any entrant entering the Contest or because of entering the Contest or accepting any prize.
2. Celcom is not responsible for any safe custody, return, non-delivery or missing of entries, late, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Contest.
3. By entering the Contest or accepting the prizes, entrants agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against Celcom, its parent companies, affiliates, directors, officers, employees, merchants, partners or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Contest and acceptance of any prize, including without limitation, personal injuries, death and property damage.
4. All taxes on the prizes are the sole responsibility of the winners, who shall be responsible for completing any applicable forms required by a taxing authority. The winners hereby agree and accept that by winning the Contest, the winners may incur taxes and other levies including but not limited to any prize tax or income tax etc. The winner hereby unconditionally accepts to bear any such tax or other levy.

### **Ownership and Publicity Release**

1. Except where prohibited, all submissions will be the property of Celcom.
2. Entrant irrevocably grants, transfers, assigns and conveys to Celcom and its affiliates all present and future right, title and interest of every kind and nature

whatsoever in and to the entrants' entries/ submission for usage in whole or in part, in perpetuity, by means of any and all media and devices, whether now known or hereafter devised.

3. Celcom may use the name and any photos/ video clips from the submissions/ entries for promotional, marketing and publicity purposes without compensation.
4. By participating in the Contest, each entrant transfers and assigns to Celcom the whole of the copyright in their entries and hereby releases Celcom and its affiliates from any liability with respect thereto.
5. Each entrant warrants to Celcom that his or her entry does not infringe the intellectual property rights of any person.
6. Please be advised that all materials posted on the Facebook page and website are subject to public downloading by third party viewers. Celcom shall not be held accountable or liable for any damages caused.