

TERMS & CONDITIONS FOR “COCA-COLA CHINESE NEW YEAR 2024 ON-PREMISE KEY ACCOUNTS EDITION CONTEST” (“Contest”)

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) BEFORE ENTERING THIS CONTEST. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND COCA-COLA REFRESHMENTS MALAYSIA SDN. BHD. (“**PROMOTER**”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS CONTEST. BY ENTERING THIS CONTEST, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.

A. Eligibility

1. This Contest is valid in Malaysia only and is open to all Malaysian citizens, residents, work permit holders, and valid Malaysia pass holders who are aged 18 years and above.
2. Persons ineligible and excluded from this Contest are: **(a)** Employees of Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd. and Coca-Cola Far East Limited (Malaysia Branch), and/or their advertising, fulfilment and Contest agencies; **(b)** Affiliates and subsidiaries and the immediate families (spouses, and parents, siblings, children and each of their spouses and household members) of each of (a) and (b); **(c)** Persons who are prohibited under the laws of their country of citizenship, residency or domicile to participate in any games of chance and/or skill, or this Contest; **(d)** Business partners, suppliers/distributors of the Promoter; and **(e)** employees of Participating Stores (as defined below in paragraph C.3).

B. Contest Period

1. The Contest starts from 00:00hrs on 15 January 2024 and ends at 23:59hrs on 29 February 2024 (“**Contest Period**”).
2. The Contest Period will be divided into six (6) rounds (“**Contest Round**”) as per the following:

Contest Round	Duration
Round 1	15 January – 21 January, 2024
Round 2	22 January – 28 January, 2024
Round 3	29 January – 4 February, 2024
Round 4	5 February – 11 February, 2024
Round 5	12 February – 18 February, 2024
Round 6	19 February – 29 February, 2024

3. Any entry received outside of the Contest Period shall be automatically disqualified from participation. The Promoter is not liable for any lost, delayed, or misdirected Entries (as defined in paragraph C.5 below). For the avoidance of doubt, to qualify for each Contest Round, the Entries must be received by 23:59hrs on the last day of

each Contest Round (e.g. For Round 2, the Entries must be received by 23:59hrs on 29 January 2024).

C. How To Participate

1. Spend a minimum of RM28 on a Coke Combo Meal which must include a product (in any variant and pack size) from the Participating Brands (as set out in paragraph C.2 below) (“**Participating Brands**”) in a single receipt (“**Proof of Purchase**”) from any of the participating stores (as set out in paragraph C.3 below) (“**Participating Stores**”) during the Contest Period. Purchases made either from dining-in, takeaway or delivery via food delivery platforms are all eligible. You are advised to keep the original Proof of Purchase for record and/or verification purposes.
2. Participating Brands: “Coca-Cola”, “A&W”, “Sprite”, “Fanta”, “Fuze Tea”, “Heaven & Earth”, “Authentic Tea House”, & “Minute Maid”.
3. Participating Stores are as stated in Appendix A.
4. To participate, the Participants are to either **(i)** scan the QR code as printed on the Contest in-store Point of Sale materials; or **(ii)** log on to <https://cny2024.coca-cola.com.my>.

Participants would then be directed to a landing page where Participants are required to provide their full name, email address, telephone number, and submit a photo of the Proof of Purchase for verification purposes.

5. Thereafter, Participants are required to answer one (1) challenge question. Participants must answer the challenge question correctly to be listed as a qualified entry (the steps listed out under paragraph C.4 and C.5 are shall collective be an “**Entry**” or “**Entries**”).
6. Only a printed official receipt from a Participating Store with clear details of the purchase is accepted. Any manual or written or illegible receipts will be deemed invalid, and the accompanying Entry will be disqualified.
7. Phone data usage to participate in this Contest may be subject to charges by your Service Provider / Carrier which shall be borne by the Participant.
8. Each Entry shall be subject to verification by the Promoter and / or its representatives. In the event the details are invalid as determined at the Promoter’s sole discretion, the Entry will be disqualified.
9. Personal information (including images) collected or received from the Participants may be used by the Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd., Coca-Cola Far East Limited (Malaysia Branch), and/or their respective agents and agencies for the purposes of administering the Contest, including conducting background check on the Participant’s identity, and verifying their eligibility to participate and receive

a prize. By participating in the Contest, the Participant explicitly allows the Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd., Coca-Cola Far East Limited (Malaysia Branch) and/or their respective agents and agencies to contact the Participant via the Participant’s particulars provided for such purpose. The Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd., Coca-Cola Far East Limited (Malaysia Branch) and their respective agents and agencies values all personal information received and shall not disclose or furnish the Participant’s personal information to any unrelated third parties (save for their respective agents and agencies for the purposes of this Contest or where required by law). The Promoter shall manage all personal information collected, which contains personal data, according to the Personal Data Protection Act 2010.

10. Any Entry that is incomplete, missing the Proof of Purchase, illegible, mutilated, altered, duplicated, tampered with, not obtained legitimately, contains printing typographical, mechanical, or other errors will be disqualified.
11. All Entries (including the Proofs of Purchase) submitted shall become the property of the Promoter and will not be returned.
12. Multiple entries are permitted. However, each Entry must be supported by a different Proof of Purchase (i.e. a Proof of Purchase is valid for one (1) Entry only). In the event of multiple purchases in one Proof of Purchase, it shall be considered as one Entry.

D. Prizes & Selection of Winners

1. There is a total of 324 Prizes (“Prize” or “Prizes”) to be won, as follows:

Round	Prizes	Unit	Value (RM)
Round 1	SONY PS5 EIGER (DISC VERSION)	1	2,499
Round 1	DYSON CORDLESS VAC V8 ABSOLUTE SV25	1	1,899
Round 1	SAM GW5 PRO 45MM	1	1,599
Round 1	MARSHALL SPEAKER BY EMBERTON B&B	1	850
Round 1	COCA-COLA FOLDABLE CART	50	10,000
Round 2	DYSON AIR PURIFIER TOWER FAN TP07 BK/NK	1	2,599
Round 2	SHARP UHD 4TC60DK1X (2022 ANDROID)	1	2,397
Round 2	APPLE AIRPODS PRO 2ND GEN	1	1,050
Round 2	PANASONIC MWO NN-CT65MBMPQ	1	849
Round 2	COCA-COLA FOLDABLE CART	50	10,000
Round 3	SURF GO3 PEN 8GB 128GB 8VA-00024BK	1	2,591
Round 3	APPLE 10.9" IPAD 64GB BL	1	1,999
Round 3	SONY BT HP WH-1000XM5/B	1	1,399
Round 3	SMEG TOASTER TSF-01BLM	1	1,050
Round 3	COCA-COLA FOLDABLE CART	50	10,000
Round 4	PHILIPS VACUUM STICK XC-8349	1	2,642
Round 4	SONY DSC ZV-1F/BC BLACK	1	2,577
Round 4	PHILIPS AIR FRYER HD-9280	1	899
Round 4	PHILIPS AIR PURIFIER AC-1715	1	599

Round 4	COCA-COLA FOLDABLE CART	50	10,000
Round 5	KITCHENAID MIXER 5KSM-150PSBER EMP RED	1	2,843
Round 5	PHILIPS IRON SYSTEM PSG-7130	1	1,745
Round 5	MARSHALL ACTON 3 BROWN	1	1,550
Round 5	JBL FLIP 6 SPEAKER BLUE	1	667
Round 5	COCA-COLA FOLDABLE CART	50	10,000
Round 6	PANASONIC UHD TH65LX800K (2022 ANDROID)	1	3,147
Round 6	DYSON H/STYLER AIRWRAP HS05 (NK/COP)	1	2,599
Round 6	DELONGHI PUMP/D ESPRESSO EC-685.R	1	958
Round 6	K EDIFIER HP X6 WHITE	1	110
Round 6	COCA-COLA FOLDABLE CART	50	10,000

2. The total number and type of Prizes that will be awarded in this Contest will not exceed those as stated in paragraph D.1. By participating in this Contest, the Participant acknowledges and agrees that in no event will more than the stated number of Prizes be awarded.
3. Prizes are available on an as-is basis and are not transferable, exchangeable, or convertible to monetary value. The Promoter reserves the right not to award any Prizes or any alternative prizes of equal or greater value, for any reason whatsoever to a Participant who fails to meet any stipulated requirement for the claiming of the Prize. Promoter also reserves the rights to substitute the Prizes with any other prizes of equal or greater value.
4. Winner Selection:
 - (a) Participants will be shortlisted based on quickest time to complete a valid and correct entry. Participants who fail to produce the required Proof of Purchase, fail in the challenge question, or provide incomplete information will automatically be disqualified.
 - (b) If a shortlisted entry on the List is disqualified, then the next nearest quickest eligible entry on the List will be the substitute winner. For example: the replacement winner for the 3rd eligible participant would be the 2nd eligible entry on the List.
5. Each Participant is entitled to win only one (1) Prize throughout the entire Contest Period.
6. The Winners will be notified either through WhatsApp text, email, or phone call with details of how to claim the Prizes. Winners must produce the original Proof of Purchase for Prize collection and a valid Malaysian delivery address once Proof of Purchase has been validated.

7. Winners may be required to sign a Participation / Release Agreement in such form as may be required by the Promoter to claim the Prizes.
8. The Promoter reserves the right to substitute any winner subsequently found to be disqualified, for any reason whatsoever, with an alternative winner.
9. Unless otherwise specified, all Prizes MUST be claimed by **31 March 2024**. Prizes not claimed by the stipulated date will be forfeited.
10. Prizes are subject to the terms and conditions of the respective sponsors and third-party vendors, if any. The Promoter is not liable for these conditions and the use of Prizes.
11. The Promoter shall not be liable for warranties, maintenance, taxes or any additional costs of the Prizes. Prizes will be awarded in Malaysia only.

E. Verification

1. Entries submitted are subject to verification. Any Entry that is incomplete, missing the Proof of Purchase, illegible, mutilated, altered, duplicated, tampered with, not obtained legitimately, contains printing typographical, mechanical or other errors or the printing is unclear is invalid.

F. Other Conditions

1. All promotional materials, including details on “How to Participate” and “Prizes” form part of these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions with any advertising, promotional or publicity materials in relation to or in connection with the Contest, these Terms and Conditions shall prevail.
2. The Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd. and/or Coca-Cola Far East Limited (Malaysia Branch), are not and shall not be held responsible for any delay, error or any other problems in the operation of the Contest caused by or arising from breakdown, technical malfunction of any telephone network or lines, computer or on-line-systems, servers or providers, computer equipment, software, failure of e-mail on account of technical problems and / or traffic congestion on the internet and / or at any website or the telecommunication service or a combination thereof, including injury or damage to any participants or to any other person’s computer or mobile phone related to and / or resulting from participating or downloading materials in or in connection with the Contest.
3. In no event will the Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd., Coca-Cola Far East Limited (Malaysia Branch), and their respective parents, affiliates, subsidiaries and related companies, their respective advertising or Contest agencies or their respective officers, directors, employees, members, shareholders, attorneys, and agents (collectively, “**Affiliates**”), be responsible or liable for any damages or losses

of any kind, including but not limited to direct, indirect, incidental, consequential, special or punitive damages arising out of any the Participant's acceptance of the Prizes (if selected as winner), or their participation in the Contest. By participating in the Contest, the Participants hereby release and agree to hold harmless the Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd., Coca-Cola Far East Limited (Malaysia Branch) and their Affiliates from and against any and all rights, demands, claims, cause of action, losses, damages, costs and expenses whatsoever that they may have, or which may arise, whether in whole or in part, and whether directly or indirectly.

4. The Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd., Coca-Cola Far East Limited (Malaysia Branch) and their Affiliates make no warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose of any of the Prizes. Without limiting the generality of the foregoing or anything in these Terms and Conditions, the Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd., Coca-Cola Far East Limited (Malaysia Branch) and their Affiliates are not liable for any defect in the Prizes. For the avoidance of doubt, no provision in these Terms and Conditions shall be construed as limiting the liability of any party for death or personal injury caused by such party's negligence or any liability which cannot be excluded under the laws of Malaysia.
5. Notwithstanding any of the foregoing, the Promoter reserves the right to amend, add, replace, vary and / or modify these Terms and Conditions without giving prior notice. By participating in this Contest, the Participant are deemed to have accepted these Terms and Conditions and any amendments, additions, replacements, variations and modifications hereto, which shall be final and binding in all respects.
6. This Contest and the Terms and Conditions shall be governed by the laws of Malaysia. The parties hereby submit to the exclusive jurisdictions of the courts in Malaysia.
7. The Promoter is Coca-Cola Refreshments Malaysia Sdn. Bhd., whose principal place of business is at Level 15, Menara Lien Hoe, Persiaran Tropicana, 47410 Petaling Jaya, Selangor Darul Ehsan.
8. The Promoter's decision on all matters relating to the Contest is final, conclusive, and binding. No correspondence will be entertained.

Appendix A

Dine-in & Take Away Merchants:

- 1 10 Star Cinemas
- 2 Burger King
- 3 Dadi Cinema
- 4 Epic Food Hall
- 5 Hard Rock (All)
- 6 Hilton Hotels Group
- 7 Ippudo
- 8 Kenny Rogers Roasters
- 9 KyoChon
- 10 MyBurgerLab
- 11 Paragon Cinemas
- 12 Pasta Panas
- 13 Pizza Hut
- 14 Redbox
- 15 Salad Atelier
- 16 Seoul Garden (Korbi Grill)
- 17 Spade's Burger
- 18 Texas Chicken
- 19 TGI Fridays
- 20 The Brewhouse
- 21 The Social
- 22 Uncle Jack

GrabFood Merchants:

1. Burger King
2. Epic Food Hall : Bachelor's Pizza Co.
3. Epic Food Hall : El Burrito Co.
4. Epic Food Hall : Epic Fit Meals Co.
5. Epic Food Hall : Epic Food Hall
6. Epic Food Hall : Incheon Ramyeon
7. Epic Food Hall : Jjeonda Chicken
8. Epic Food Hall : Nagayo Maze-Ramen
9. Epic Food Hall : New York's Patty 'n Toast
10. Epic Food Hall : NoN x Harvest Gourmet
11. Epic Food Hall : Noryangjin Cupbob
12. Epic Food Hall : Oishii Donburi
13. Epic Food Hall : Pak Adam's Nasi Lemak
14. Epic Food Hall : Pak Chong Chicken Rice
15. Epic Food Hall : Pasta King
16. Epic Food Hall : Roast Chicken Haus
17. Epic Food Hall : The Striploin Burger
18. Epic Food Hall : The Thai Guys
19. Ippudo
20. Italiannes
21. Kenny Rogers Roasters
22. myBurgerlab
23. Para Thai
24. Pasta Panas
25. Pizza Hut
26. Salad Atelier
27. Spades burger
28. TGI Fridays

DATA PROTECTION AND PRIVACY POLICY NOTICE

Your personal data including your name and contact details (“Personal Data”) which you have provided to Coca-Cola Refreshments Malaysia Sdn. Bhd. its affiliates and/or appointed agency/third party (hereinafter referred to as “we” or “us” or “our”) in your application to participate in the **TERMS & CONDITIONS FOR COCA-COLA CHINESE NEW YEAR 2024 ON-PREMISE KEY ACCOUNTS EDITION CONTEST** (“Contest”) will be recorded, stored or otherwise processed by us for purposes relating to the administration of the Contest and for related advertising, publicity, marketing and our other legitimate business purpose (“Purpose”).

Personal information (including images) collected or received from you may be used by the Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd., Coca-Cola Far East Limited (Malaysia Branch) and/or their respective agents and agencies for the purposes of administering the Contest, including but not limited to conducting background check on your identity, verifying your eligibility to participate and receive a Prize, and publishing the winners’ announcement. By participating in the Contest, you explicitly allow the Promoter, Coca-Cola Bottlers (Malaysia) Sdn. Bhd., Coca-Cola Far East Limited (Malaysia Branch) and/or their respective agents and agencies to contact you via the particulars provided for such purposes. The Promoter Coca-Cola Bottlers (Malaysia) Sdn. Bhd., and Coca-Cola Far East Limited (Malaysia Branch) value all personal information received and shall not disclose or furnish your personal information to any unrelated third parties (save for their respective agents and agencies for the purposes of the Contest or where required by law).

Please be informed that your Personal Data may be disclosed to our affiliates, service providers and relevant business partners such as public relations agencies, market research firms, advertising agencies (if any) for the Purpose and as permitted by applicable data privacy laws. In addition, you will appreciate that we are part of The Coca-Cola Company Group which operates in multiple jurisdictions. Accordingly, access to the Personal Data may be granted to other entities within The Coca-Cola Company Group and may be transferred out of Malaysia for their processing of your Personal Data for any of the foregoing Purpose, if required.

You may request for access to or correction of the Personal Data or limit the processing of the Personal Data at any time hereafter by submitting such request to us via e-mail to customer-service@jcmsprorewards.com (Monday- Friday, between 9:00 am and 5:00pm, excluding public holidays). Please note that it will be necessary for you to provide all of the Personal Data, without which we will not be able to process the same for the Purpose including our obtaining your feedback. By submitting your Personal Data in this website, you consent to the processing and transfer (if required) of your Personal Data by us.