

OREO #FINDMEW CONTEST (MALAYSIA 2024)

TERMS & CONDITIONS

1.0 ORGANISER & ELIGIBILITY

1. The OREO #FindMew Contest ("Contest") is organised by Mondelez Malaysia Sales Sdn Bhd [Company Registration Number 200101000795 (536551-W)] ("the Organiser") and is open to all legal residents of Malaysia aged 18 years and above as of the start of the Contest Date, 1 March 2024.
2. The following group of persons shall not be eligible to participate in the Contest:
 - a) Employees of the Organiser (including its affiliated and related companies) and their immediate family members (children, parents, brothers and sisters, including spouses); and
 - b) Representatives, employees, servants and/or agents of advertising and/or Contest service providers of the Organiser (including its affiliated and related companies), and their immediate family members (children, parents, brothers and sisters, including spouses).

2.0 CONTEST DURATION

1. The Contest period will be from 1 March 2024 at "00:00"AM till 31 May 2024 at "23:59"PM ("Contest Period"). The Organiser shall reserve the right to revise the Contest Period at any time without prior notice or assign any reason whatsoever. All submissions received after the Contest Period shall be null and void without further notice.

3.0 SUBMISSION & QUALIFYING CRITERIA

1. To enter the Contest:
 - a. Purchase any OREO Pokémon product
 - b. Find the OREO Pokémon Mew cookie
 - c. Submit your details and picture / video on OREO Pokémon Microsite (oreosea.com/pokemon)
 - d. Click on 'Share on Social Media' button to share the picture / video on Facebook/ Instagram with the tags @oreo.mysg and #FindMew hashtag.
2. The criteria for valid submission are as follows:
 - a) Submissions must be within the stated Contest Period: 1 March – 31 May 2024
 - e. Submission must be made through the OREO Pokémon Microsite (oreosea.com/pokemon)
 - b) Clear and unaltered / unedited photo or video of OREO Pokémon Mew cookie
 - c) Social media post must be set to Public
3. Entries with unclear, incomplete details and/or submission not made on OREO Pokémon Microsite (oreosea.com/pokemon) shall be forfeited. Participants will be identified by their details submitted via the microsite. All entries must be received by the Organiser on or before 23:59 PM of 31 May 2024.
4. Proof of submission of an entry is not proof of receipt. The Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or any problems or technical malfunction of telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or Participants account of technical problems or traffic congestion on the Internet.

5. The Organiser will not reply or send any message on any successful entry or respond to any queries.

4.0 CONTEST PRIZES & WINNER SELECTION

1. Eligible entries must comply with the Submission & Qualifying Criteria mentioned above.
2. A serial number will be allocated for each entry received and approved by the Organiser throughout the Contest Period based on valid registered details.
3. The Organiser shall reserve the right and absolute discretion to substitute the Prizes with another of similar value, at any time without prior notice or the need to provide any reason. The Prizes are non-transferable and are given on an "as is" basis and are not exchangeable to any equivalent. Each Winner is entitled to win one (1) type of Prize only throughout the Contest Period.

4.1 CONTEST PRIZES

1. There is a total of three hundred and ninety six (396) Prizes. Sixty six (66) Winners will be entitled to win one of the Prizes every 2 weeks which consists of a **Pokémon Metal Badge Gift box for the first x33 Winners and the remaining x33 Winners will win the Pokémon 2D lamp.**

4.1.1 WINNER SELECTION x 66

1. The Winners will be determined based on the first sixty six (66) successful submissions every 2 weeks.

4.1.2 CONTEST WEEKLY PERIOD

1. The Contest weekly period are as per below:
 - Week 1: 1 - 7 Mar 2024
 - Week 2: 8 - 14 Mar 2024
 - Week 3: 15 - 21 Mar 2024 (66 Winners selected)
 - Week 4: 22 - 28 Mar 2024
 - Week 5: 29 Mar - 4 Apr 2024 (66 Winners selected)
 - Week 6: 5 - 11 Apr 2024
 - Week 7: 12 - 18 Apr 2024 (66 Winners selected)
 - Week 8: 19 - 25 Apr 2024
 - Week 9: 26 Apr - 2 May 2024 (66 Winners selected)
 - Week 10: 3 - 9 May 2024
 - Week 11: 10 - 16 May 2024 (66 Winners selected)
 - Week 12: 17 - 23 May 2024
 - Week 13: 24 - 31 May 2024 (66 Winners selected)

5.0 SHORTLISTED WINNERS

1. Shortlisted Winners will be contacted (up to a maximum of three (3) attempts) via WhatsApp by the appointed Contest agency for verification. In the event the shortlisted Winners fail to respond within seven (7) working days after the 3rd contact has been made, the Organiser reserves the right to disqualify the shortlisted Winners and find replacement Winners for the Prize.
2. All Contest Winners will be announced on <https://www.facebook.com/OreoMalaysiaSingapore> one (1) month after the end of the Contest Period or such time as may be determined by the Organiser. All Prizes must be claimed within three [3] months from the date of announcement of Winners or such other time as may be determined by the Organiser. All unclaimed Prizes shall be forfeited.

6.0 PRIZE REDEMPTION

1. The Prizes are delivered based on the details provided by the Winners. Winners are responsible for providing a correct and valid address. They shall assume full responsibility and liability in case of damage, loss, or theft. Winners who require representatives to claim the Prizes on their behalf must ensure that their representatives provide authorization letters issued by the Winners. Failure to comply with the foregoing shall result in forfeiture of the Prizes. No late Prizes redemption shall be entertained for any reason whatsoever.

7.0 LIABILITY & RESPONSIBILITY

1. The Organiser shall not be liable for any incomplete, lost, late, damaged, illegible or misdirected entries for any reason whatsoever or problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof (including but not limited to) any injury or damage to the Participants or their personal computer or telecommunication device related to or resulting from participation in the Contest and its mechanics.
2. To the extent permitted by law, each Participant and any person acting on his/her behalf agree that the Organiser shall not be responsible and / or liable for any loss, injury, death, claim or damage suffered by any person arising out of or in connection with the Contest and / or use of the Prizes, and shall release completely and indemnify the Organiser from any or all claims losses, damages, costs or expenses incurred in connection therewith.
3. The Participants shall indemnify and keep the Organiser and its officers, agents and employees ("the Indemnified Parties") fully indemnified against any and all loss, damage, claims and costs (including legal costs on a full indemnity basis) suffered and/or incurred by any of the Indemnified Parties as a result of the Participants' breach of any of these Terms and Conditions.
4. The Organiser assumes no responsibility or liability for the acts or defaults of merchants or third parties, any non-delivery, non-performance or defects in any Prize given out in the course of the Contest. The Organiser makes no representation or warranty whatsoever in respect of any Prize, whether as to the satisfactory quality or performance or otherwise whatsoever. For the avoidance of doubt, the Organiser is not an agent of any merchant or vice versa. Any dispute should be resolved directly with the relevant merchant.

8.0 ORGANISER RIGHTS

1. By participating in the Contest, the Participants give consent and absolute right to the Organiser to use, including but not limited to, their names, photographs, video clips and their Prizes as materials for the purposes of advertising, marketing, trade and/or publicity, without any prior notice. The Participants shall not be entitled to claim ownership and/or other forms of compensation for the use of

the materials by the Organiser.

2. The Organiser reserves the right to modify, suspend and/or cancel the Contest at any time without the need to provide any notice or assign any reason whatsoever. The Organiser reserves the right and sole discretion, to disqualify any Participant that is found or suspected of tampering with the Contest submission process or the operation of the Contest and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities to the detriment of the Contest.

9.0 USE OF PERSONAL INFORMATION/ INTELLECTUAL PROPERTY

1. Participants' partaking in the Contest is conditional upon the Participants consenting to the Organiser and its affiliated companies and business units using the Participants' personal data for the following purposes which are in accordance with the Personal Data Protection Act 2010:
 - a) to notify the Participants if they have won the Prizes;
 - b) to conduct, manage, and administer the Contest including verifying the identity of Participants for participation or Prize collection;
 - c) for consumer research, analysis, promotional, advertising and marketing purposes; and
 - d) for the Organiser and its affiliates to obtain feedback on its products and services.
2. The Organiser and its affiliated companies and business units may share a Participant's personal data between themselves for administrative purposes, and with third parties supporting their administrative and business functions. In some cases, this may involve the storage, use, disclosure or other processing, or transfer of Participant's personal data out of Malaysia. The Organiser and its affiliated companies and business units may also share a Participant's personal data with third parties to carry out cross-promotion. By participating in the Contest, the Participants consent to the use of their personal data for the purposes listed above.
3. Each Participant also agrees that all worldwide intellectual property rights in any statement, materials or content submitted, made or created by a Participant in connection with the Contest and any derivative works arising therefrom will be perpetually and unconditionally vested in, assigned to, and owned by the Organiser or its affiliated companies. The Organiser has the right to use and modify such materials and / works in any way it deems fit without the need to provide any compensation to any Participant and each Participant unconditionally and irrevocably waives all rights (including moral rights) he or she may have in such materials or works. The Participant hereby expressly waives any and all rights which the Participant may acquire or have and any other moral rights which the Participant may have or be entitled under any such legislation now existing or in the future enacted in any part of the world.
4. Any information, personal data and material about or obtained from the Participants may be accessed, stored or otherwise processed in any medium or format determined by the Organiser.
5. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with the Contest, in particular that relating to the Contest Prizes, are the property of their respective owners. The Contest and Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, where such owners are independent and not part of the Mondelez group of companies.

10.0 TERMS & CONDITIONS

1. By entering this Contest, the Participants agree to be bound by the Terms & Conditions of the Contest and the decisions of the Organiser.
2. The Contest Terms & Conditions and the Contest mechanics may be amended from time to time and shall prevail over any provisions or representations contained in any other promotional material or

advertising of the Contest.

3. Participants are advised to visit the Organiser's website from time to time to refer to the latest Contest Terms & Conditions.
4. The Contest Terms and Conditions shall be governed by the laws of Malaysia and subject to the exclusive jurisdiction of the Malaysia courts.