## Terms and Conditions for Switch & Win Campaign (hereinafter referred to as the "Campaign")

The Campaign is organized by Sun Life Malaysia Assurance Berhad [Registration No: 199001005930 (197499-U)] and Sun Life Malaysia Takaful Berhad [Registration No.: 200501012215 (689263-M)] (hereinafter referred to as "Sun Life") and subject to the following terms and conditions.

# 1. The Campaign Period

The Campaign runs from **1**<sup>st</sup> **January 2024** until **31**<sup>st</sup> **December 2024**, both dates inclusive (hereinafter referred to as the "Campaign Period"). Sun Life reserves the right to change the commencement date and expiry date of the Campaign Period with a reasonable notice period.

# 2. Eligibility

- a) The Campaign is open to Sun Life's clients who fulfil the following criteria (hereinafter referred to as "Eligible Clients"):
  - i) whose insurance policy/takaful contract status is in-force;
  - ii) who are 18 years old and above (as at the commencement date of the Campaign Period); and
  - iii) who are Malaysian citizens or permanent residents of Malaysia.
- b) Permanent and/or contract employees of Sun Life who fulfil the above criteria are also eligible to participate in the Campaign

### 3. Campaign Mechanics

a) For each of the following transaction conducted by the Eligible Clients, they will be awarded with corresponding entry units (hereinafter referred to as "EU") which represent the entitlement to participate in the Campaign lucky draw as set out as below:

No	Transaction	EU
1.	The Eligible Clients change their payment method from non-credit	1
	card to credit card auto-billing during the Campaign Period.	
2.	The Eligible Clients update payment method via "SunAccess App"	10
	during the Campaign Period.	

- b) The Eligible Clients' credit card must be successfully deducted for at least one (1) time premium/contribution payment after enrolment during the Campaign Period.
- c) The Eligible Clients are entitled to one (1) participation only throughout the Campaign Period once they have successfully enrolled for credit card auto-billing and their credit card are successfully deducted for one (1) time premium/contribution payment. The participation is based on the month in which the Eligible Clients' credit card are successfully deducted for one (1) time premium/contribution payment.

### 4. The Prize

- a) The Campaign offers up to RM30.00 rewards ("Gift") to selected winners ("Winners") each month during the Campaign Period selected based on a lucky draw that will be conducted each month during the Campaign Period.
- b) The Gift has no cash value and is not refundable and/or exchangeable for cash or credit of any kind in part or in full.
- c) Sun Life shall have no obligation to substitute the Gift with any alternative prize, cash equivalent or other compensation in the event the Winners fail to redeem or utilize the Gift for any reason whatsoever.

## 5. Winners Selection and Winning Notification

- a) The Winners will be selected by Sun Life based on a lucky draw that will be conducted each month during the Campaign Period. Winners will be selected for each month during the Campaign Period.
- b) The Winners will be notified by Sun Life within the second (2nd) week of every three month from February 2024 to January 2025 through Sun Life's official Facebook (<a href="https://www.facebook.com/SunLifeMalaysia">https://www.facebook.com/SunLifeMalaysia</a>) and/or Instagram (<a href="https://www.instagram.com/sunlifemalaysia.my">https://www.instagram.com/sunlifemalaysia.my</a>) pages and/or website (<a href="https://www.sunlifemalaysia.com">https://www.sunlifemalaysia.com</a>) and/or through phone call and/or through Short Message Service ("SMS") ("Winning Notification").
- c) Reasonable efforts will be made to contact the Winners. If a Winner cannot be contacted within fourteen (14) working days after the Winning Notification date, at the absolute discretion of Sun Life, the Winner will be disqualified from winning the Gift and the next Eligible Client will be selected as the Winner based on Sun Life's sole and absolute discretion. This selection process will be repeated until a Winner is successfully contacted. Sun Life shall not be held liable in any manner whatsoever to the Eligible Clients and/or the Winners for any loss or damages howsoever arising in connection with the Campaign (including loss of opportunity and consequential loss flowing therefrom) and damage suffered in the event the Winners cannot be reached.
- d) Failure to claim the Gift within the manner and period stipulated in the Winning Notification will result in forfeiture of the Gift and the Winners shall have no claim whatsoever against Sun Life, its agents and/or employees.
- e) If so requested by Sun Life, the Winners shall submit the following personal details: Name, NRIC number, email address, mobile number and preferred address for the Gift delivery. Sun Life and any party acting for and on its behalf may use such details to communicate with the Winners on matters relating to the Campaign. Unless compelled by applicable legislation, Sun Life will not provide such information to any third party, other than those specified herein, without the Winners' permission.
- f) The Winners hereby authorise Sun Life to disclose information relating to the address and contact details of the Winners to such other parties as Sun Life may engage for the delivery of the Gift to the Winners. The delivery of the Gift shall be at the risk of the Winners and should

Sun Life require the Winners to collect the Gift at such time and place to be notified by Sun Life, the same shall be collected at the sole cost, expense and risk of the Winners.

### 6. Other Conditions

- a) By participating in the Campaign, the Eligible Clients are deemed to have read, understood and agreed to be bound by the terms and conditions stated herein. Sun Life reserves the right to disqualify any Eligible Client and/or Winner if it has reasonable grounds to believe that the Eligible Client and/or the Winner has breached any of these terms and conditions or if any Eligible Client and/or Winner has provided inaccurate information whilst participating in the Campaign.
- b) Any and all decisions made by Sun Life in relation to every aspect of the Campaign, shall be final and conclusive. Any subsequent correspondences, protest, appeals or enquiries will not be entertained.
- c) Sun Life shall not be held liable in any manner whatsoever for any loss or damages howsoever arising in connection with the Campaign. Furthermore, Sun Life shall not be liable for any default in respect of the Campaign due to any event beyond the reasonable control of Sun Life, including but not limited to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, or pandemic.
- d) Sun Life reserves the right to cancel, terminate or suspend the Campaign upon giving adequate notice. For the avoidance of doubt, cancellation, termination or suspension of the Campaign shall not entitle any of the Eligible Clients to any claim or compensation against Sun Life for any losses or damages suffered or incurred by the Eligible Clients as a direct or indirect result of the act of cancellation, termination or suspension.
- e) Sun Life reserves the rights upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendment") any of the terms and conditions herein. Notification to the Eligible Clients in respect of the Amendment shall be effected at Sun Life's absolute discretion through any one of the following means of communication, namely, by ordinary mail or email to the Eligible Clients' last known address or registered email address with Sun Life or by effecting an advertisement regarding the Amendment in one (1) newspaper of Sun Life's choice, or via Sun Life's website or by any other means of notification which Sun Life may select and the Amendment shall be deemed as binding on the Eligible Clients as from the date of notification of the Amendment or from such other date(s) as may be specified by Sun Life in the notification.
- f) By participating in this Campaign, the Eligible Clients hereby acknowledge and expressly agree that any extension of the Campaign Period shall be at the sole discretion of Sun Life whereby all the Eligible Clients shall continue to be bound by the terms and conditions of this Campaign for the entire duration of the Campaign Period and any extension thereof, unless expressly notified otherwise by Sun Life. It is the Eligible Clients responsibility to regularly review and remain informed of any updates or extensions to these terms and conditions.

- g) By participating in this Campaign, the Eligible Clients have agreed to allow Sun Life, at its absolute discretion, to use the Eligible Client's name, photographs, voice and/or video recordings and entries for publicity, advertising, or the Campaign purposes in any manner it deems appropriate, without first obtaining any further consent nor making any payment whatsoever to the Eligible Clients.
- h) Each Eligible Client agrees to indemnify, release and hold harmless Sun Life, its holding, subsidiary or related companies as defined in the Companies Act 2016, 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 Eligible Clients' participation in the Campaign, acceptance of any Gift, and/or the use of the Eligible Clients entry and/or likeness in connection with the Campaign or violation of these terms and conditions.
- information or personal data ("Personal Data") collected or held by Sun Life may be held, used and disclosed by Sun Life to individuals or organisations related to or associated with Sun Life or to any authorised third party, including service providers, agents and contractors who provide administrative and business support to Sun Life and act on Sun Life's behalf for purposes of the Contest (including but not limited to delivery of the Gift to the Winners) and providing relevant services (if and only if they are pertinent in executing the relevant contractual and legal obligation(s) for the purposes of the Contest) in relation to the Participants' Policy/Contract and to communicate with the Participants for such purposes. Sun Life is committed to the protection of the Participants' rights to privacy and data security under the Personal Data Protection Act 2010 and relevant regulation thereof and Sun Life shall at all times ensure that Participants' Personal Data shall be processed diligently in compliance with existing laws and in accordance with Sun Life's Privacy Notice accessible from Sun Life's website at <a href="https://www.sunlifemalaysia.com">www.sunlifemalaysia.com</a>.
- j) It will be the Eligible Clients' responsibility to ensure their contact details are current and updated in the records with Sun Life. Should an Eligible Client's contact details changed during the Campaign Period, the Eligible Client must notify Sun Life directly and update their contact details accordingly. Sun Life shall not be responsible to the Eligible Clients for any loss (including loss of opportunity and consequential loss following there from) suffered in the event the Eligible Clients' contact details in the record is not current or correct.
- k) For the avoidance of any doubt, Sun Life shall not be liable for any telco charges, roaming or phone charges which is to be borne by the Eligible Clients, whether in or outside Malaysia.
- Sun Life shall not be held liable or responsible for any delay and/or failure due to any internet service provider related issues; including but not limited to any delay and/or failure of the system to capture the Eligible Clients' participation in the Campaign and/or the end of the Campaign Period due to, including but not limited to, an internet error or glitch, poor internet connection and web page glitch. No proof of entries to show the Eligible Clients' participation in the Campaign will be entertained.

- m) To the fullest extent permitted by law, Sun Life expressly excludes and disclaims any representations, warranties, or endorsements express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purpose in respect of the Gift.
- n) Any enquiries and complaints directly and solely in relation to the Gift must be referred to the merchant's customer service centre or on the label of the merchandise(s) or its customer service representatives. Sun Life shall not be bound to deal with any enquiries and complaints in respect of the Gift and shall bear no responsibility for resolving such disputes or for the dispute itself.
- o) Sun Life shall not be held liable or responsible for any damage and/or missing of items of the Gift once they are delivered to and/or collected and/or accepted by the Winners.
- p) Sun Life shall not be liable for any additional or incidental costs, taxes, expenses, charges, fees or for any loss or damage whatsoever suffered (including but not limited to indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from the Gift.
- q) In the event of any complaints related to the Campaign, the Eligible Clients may contact Sun Life Customer Service Unit bearing the following address, telephone number and email address: -

Sun Life Malaysia Assurance Berhad Sun Life Malaysia Takaful Berhad Level 8, No. 338 Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur.

Telephone: 1300 88 5055

Email: wecare@sunlifemalaysia.com

r) These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and Eligible Clients agree to submit to the exclusive jurisdiction of the Courts of Malaysia.