

## Terms and Conditions for Chinese New Year ("Contest")

### 1. Contest Period

The Contest 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 collectively referred to as "**Sun Life**") and is subject to the following terms and conditions.

The Contest runs from **1 January 2024 to 25 January 2024**, both dates inclusive (hereinafter referred to as the "**Contest Period**"). Sun Life reserves the right to change the commencement date and expiry date of the Contest Period with a reasonable notice period.

### 2. Eligibility

a) The Contest is open to Sun Life's clients who fulfil the following criteria (hereinafter referred to as "**Eligible Clients**"): -

- (i) whose insurance policy/takaful contract ("**Policy/Contract**") status is in-force prior and during the Contest Period;
- (ii) who are 18 years old and above (as at the commencement of the Contest Period);
- (iii) who are Malaysian citizens or permanent residents of Malaysia; and

c) Permanent and contract employees of Sun Life who fulfil the above criteria are also eligible to participate in the Contest (excluding employees from the Client Loyalty and Insight Department of Sun Life, and their immediate family members).

### 3. Contest Mechanics

a) Eligible Clients will have to complete the following:

- (i) Like the contest post and follow Sun Life's official Instagram account @sunlifemalaysia\_my;
- (ii) Share pictures of Chinese New Year celebration moments with family and friends in the Instagram account and hashtag #MySLMCNYMoment; and
- (iii) Tag Sun Life's Instagram and set account to public.

(hereinafter referred to as "**Entrance Post**").

The Eligible Clients participating in the Contest in accordance with this Clause 3 shall hereinafter be referred to as "**Participants**".

### 4. The Gift

a) The Contest offers a reward in the form of Exclusive Angpao Packet ("**Gift**") to the first thirty (30) Participants with completed criteria ("**Winners**"). Sun Life will notify the winners thru SMS.

### **Terms and Conditions for Chinese New Year ("Contest")**

- b) The Gift is not transferable, redeemable or exchangeable for cash or credit of any kind and no request for exchange of the Gift will be entertained. Each Winner is only entitled to one (1) Gift during the Contest Period.
- c) The Gift will be delivered to the mailing address in Malaysia provided by the Winners to Sun Life within thirty (30) days after the Contest Period.
- d) 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, utilise, receive or accept the Gift for any reason whatsoever.

### **5. Other Conditions**

- a) By participating in the Contest, the Participants are deemed to have read, understood and agreed to be bound by these Terms and Conditions. Sun Life reserves the right to disqualify any Participant if it has reasonable grounds to believe that the Participant has breached any of the Terms and Conditions of the Contest or if any Participant has provided inaccurate information whilst participating in the Contest.
- b) 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.
- c) 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 the Winners.
- d) Any and all decision made by Sun Life in relation to every aspect of the Contest shall be final and conclusive. Any subsequent correspondences, protest, appeals or enquiries will not be entertained.
- e) Sun Life shall not be held liable in any manner whatsoever for any loss or damage howsoever arising in connection with the Contest (including loss of opportunity and consequential loss flowing therefrom). Furthermore, Sun Life shall not be liable for any default in respect of the Contest due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, pandemic or any event beyond the reasonable control of Sun Life. Sun Life shall not be liable to any Participant, Winner or any other person for any failure to supply or provide the Gift due to reasons or circumstances beyond its control.
- f) 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 Participants, whether in or outside Malaysia.
- g) Sun Life may use the Participants' entries, including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Contest (collectively the "**Materials**"), and the Participants' name, and/or likeness, for advertising, publicity and promotion of any goods or services of Sun Life, for an unlimited time throughout the world without compensation, and in any media. The Participants shall do all things necessary to give effect to this if requested by Sun Life.

### Terms and Conditions for Chinese New Year ("Contest")

- h) It will be the Participants' responsibility to ensure their contact details, including phone number and email address, are current and updated in the records with Sun Life. Should a Participant's contact details change during the Contest Period, the Participant must notify Sun Life directly and update their contact details accordingly. Sun Life shall not be responsible to the Participants for any loss (including loss of opportunity and consequential loss following therefrom) suffered in the event the Participants' contact details in the record is not current or correct.
- i) 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 Participants' participation in the Contest and/or the end of the Contest 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 Participants' participation in the Contest will be entertained.
- j) The Participants are participating in the Contest at their own risk. Sun Life and their affiliated partners will not be responsible or held liable, and the Participants agree to waive, release, absolve and discharge Sun Life and their affiliated partners from any and all liability, for any injury or death, disability, damage or loss of property, whether personal or otherwise, suffered or caused, howsoever during the participation, or after the participation, in the Contest. Each Participant 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 Participants' participation in the Contest, the Winners' receipt and acceptance of any Gift, and/or the use of the Participants' entry and/or likeness in connection with Contest or violation of these Terms and Conditions.
- k) Sun Life reserves the right to cancel, terminate or suspend the Contest upon giving adequate notice. For the avoidance of doubt, cancellation, termination or suspension of the Contest shall not entitle any of the Eligible Clients and/or the Participants to any claim or compensation against Sun Life for any losses or damages suffered or incurred by the Eligible Clients and/or Participants as a direct or indirect result of the act of cancellation, termination or suspension.
- l) Sun Life reserves the rights upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("**Amendment**") any of these Terms and Conditions. Notification to the Eligible Clients and/or the Participants 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' and/or the Participants' last known address or registered email address with Sun Life or by effecting an advertisement regarding the Amendment in one 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 and/or the Participants as from the date of notification of the Amendment or from such other date as may be specified by Sun Life in the notification.
- m) The Participants acknowledge, understand and agree that any of the Participants' 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

### **Terms and Conditions for Chinese New Year ("Contest")**

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 [www.sunlifemalaysia.com](http://www.sunlifemalaysia.com).

- n) The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, and by participating in the Contest, the Participants agree to a complete release of Instagram from any claims whatsoever.
- o) In the event of any complaints related to the Contest, the Eligible Clients and/or the Participants may contact Sun Life's Client Service Unit bearing the following address, telephone number and email address: -

Sun Life Malaysia Assurance Berhad  
Sun Life Malaysia Takaful Berhad  
Level 8, 338 Jalan Tuanku Abdul Rahman,  
50100 Kuala Lumpur.  
Telephone: 1300 88 5055 (8:30AM – 5:00PM)  
Email: [wecare@sunlifemalaysia.com](mailto:wecare@sunlifemalaysia.com)

- p) These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Clients and/or the Participants and/or Winners agree to submit to the exclusive jurisdiction of the courts of Malaysia.