

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 “SLM”) and subject to the following terms and conditions.

1. The Campaign Period

The Campaign runs from **1st January 2022** until **31st December 2022**, both dates inclusive (hereinafter referred to as the “**Campaign Period**”). SLM 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 SLM’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 SLM 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 card to credit card auto-billing during the Campaign Period.	1
2.	The Eligible Clients update payment method via SunAccess App during the Campaign Period	10

- 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 RM200.00 rewards (“**Gift**”) to five (5) 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) SLM 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 SLM based on a lucky draw that will be conducted each month during the Campaign Period. Five (5) Winners will be selected for each month during the Campaign Period.
- b) The Winners will be notified by SLM within the second (2nd) week of every month from February 2022 to January 2023 through SLM's official Facebook (<https://www.facebook.com/SunLifeMalaysia>) and/or Instagram (https://www.instagram.com/sunlifemalaysia_my) pages and/or website (<https://www.sunlifemalaysia.com>) 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 SLM, the Winner will be disqualified from winning the Gift and the next Eligible Client will be selected as the Winner based on SLM's sole and absolute discretion. This selection process will be repeated until a Winner is successfully contacted. SLM 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 SLM, its agents and/or employees.
- e) If so requested by SLM, the Winners shall submit the following personal details: Name, NRIC number, email address, mobile number and preferred address for the Gift delivery. SLM 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, SLM will not provide such information to any third party, other than those specified herein, without the Winners' permission.
- f) The Winners hereby authorise SLM to disclose information relating to the address and contact details of the Winners to such other parties as SLM 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 SLM require the Winners to collect the Gift at such time and place to be notified by SLM, 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. SLM 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 SLM 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) SLM shall not be held liable in any manner whatsoever for any loss or damages howsoever arising in connection with the Campaign. Furthermore, SLM shall not be liable for any default in respect of the Campaign due to any event beyond the reasonable control of SLM, including but not limited to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or pandemic.
- d) SLM 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 SLM 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) SLM 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 SLM’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 SLM or by effecting an advertisement regarding the Amendment in one (1) newspaper of SLM’s choice, or via SLM’s website or by any other means of notification which SLM 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 SLM in the notification.
- f) By participating in this Campaign, the Eligible Clients have agreed to allow SLM, 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.
- g) Each Eligible Client agrees to indemnify, release and hold harmless SLM, 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.
- h) The Eligible Clients acknowledge, understand and agree that their details may be shared by SLM for the purposes of the Campaign. Any Eligible Clients’ information or personal data (“**Personal Data**”) provided by the Eligible Clients to SLM in connection with the Campaign shall be kept confidential except to any activities mentioned thereto. SLM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Eligible Clients’ Personal Data and shall at all times comply with the requirements of the Personal Data Protection Act 2010.
- i) It will be the Eligible Clients’ responsibility to ensure their contact details are current and updated in the records with SLM. Should an Eligible Client’s contact details changed during the Campaign Period, the Eligible Client must notify SLM directly and update their contact details accordingly. SLM 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.
- j) For the avoidance of any doubt, SLM 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.
- k) SLM 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.
- l) To the fullest extent permitted by law, SLM 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.
- m) Any enquiries and complaints directly and solely in relation to the Gift must be referred to the merchant’s customer service center or on the label of the merchandise(s) or its customer service representatives. SLM 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.
- n) SLM 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.

- o) SLM 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.
- p) In the event of any complaints related to the Campaign, the Eligible Clients may contact SLM 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

- q) 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.