

## **Terms and Conditions for Merdeka 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 collectively referred to as the "SLM") and subject to the following terms and conditions.

### **1. Campaign Period**

The Campaign runs from **03 Sept 2020 to 30<sup>th</sup> October 2020**, 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 customers who fulfil the following criteria (hereinafter referred to as "**Eligible Customers**") : -
- i. who are Malaysian citizens with Malaysia identification card;
  - ii. who are 25 years old and above;
  - iii. whose insurance policy or takaful contract with SLM is still in-force during the Campaign Period.
- b) Permanent and/or contract employees of SLM who fulfil the above criteria are also eligible to participate in the Campaign.

### **3. Campaign Mechanics**

Eligible Customers need to participate or purchase the selected product underwritten/managed by SLM within the Campaign Period and keep the insurance policy/takaful contract/certificate in-force for at least 90 days from the date of the policy/takaful contract/certificate issuance.

### **4. The Reward**

- a) Eligible Customers who fulfil the criteria under item 2 and 3 above (hereinafter referred to as the "**Successful Eligible Customers**") will receive RM63 in the form of e-voucher (hereinafter referred to as the "**Reward**"). The Reward will be delivered to the correspondence address/email address of the Successful Eligible Customers in SLM's records or in any other manner as SLM deems fit within 60 working days after the Campaign Period ends.
- b) During the Campaign Period, the Eligible Customers may receive an SMS communication from SLM in relation to the Campaign.

### **5. Notification**

- a) Reasonable efforts will be made to contact the Successful Eligible Customers. If a Successful Eligible Customer cannot be contacted within fourteen (14) working days after the notification date, at the absolute discretion of SLM, the Successful Eligible Customer will be disqualified from winning the Reward. SLM shall not be held liable in any manner whatsoever to the Eligible Customers and/or Successful Eligible Customers 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 Successful Eligible Customers cannot be reached.
- b) Failure to claim the Reward within the manner and period stipulated above will result in forfeiture of the Reward and the Successful Eligible Customers shall have no claim whatsoever against SLM, its agents and/or employees.

- c) It will be the Eligible Customers' responsibility to ensure their contact details are current and updated in the records with SLM. Should an Eligible Customer's contact details changed during the Campaign Period, the Eligible Customer must notify SLM directly and update their contact details accordingly. SLM shall not be responsible to the Eligible Customers for any loss (including loss of opportunity and consequential loss following there from) suffered in the event the Eligible Customers' contact details in the record is not current or correct.
- d) If so requested by SLM, the Successful Eligible Customers shall submit the following personal details: Name, NRIC number, email address and preferred address for the Reward delivery. SLM and any party acting for and on its behalf may use such details to communicate with the Successful Eligible Customers 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 Successful Eligible Customers's permission.
- e) The Successful Eligible Customers hereby authorise SLM to disclose information relating to the address and contact details of the Successful Eligible Customers to such other parties as SLM may engage for the delivery of the Reward to the Successful Eligible Customers. The delivery of the Reward shall be at the risk of the Successful Eligible Customers and should SLM require the Successful Eligible Customers to collect the Reward at such time and place to be notified by SLM, the same shall be collected at the sole cost, expense and risk of the Successful Eligible Customers.

## **6. Other Conditions**

- a) By participating in the Campaign, the Eligible Customers is deemed to have read, understood and agreed to be bound by the terms and conditions stated herein.
- b) The Campaign is not transferable, redeemable or exchangeable for cash or credit of any kind.
- c) Any and all decision 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.
- d) Eligible Customers may contact Sun Life Malaysia's hotline at 1300 88 5055 for any further enquiries.
- e) 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.
- f) 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 Customers to any claim or compensation against SLM for any losses or damages suffered or incurred by the Eligible Customers as a direct or indirect result of the act of cancellation, termination or suspension.
- g) 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 Customers 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 Customers' 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 Customers as from the date of

notification of the Amendment or from such other date(s) as may be specified by SLM in the notification.

- h) Each Eligible Customer 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 Customers' participation in the Campaign, acceptance the Reward or violation of the Terms and Conditions.
- i) The Eligible Customers acknowledge, understand and agree that their details may be shared by SLM for the purposes of the Campaign. Any Eligible Customers' information or personal data ("**Personal Data**") provided by the Eligible Customers 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 Participants' Personal Data and shall at all times comply with the requirements of the Personal Data Protection Act 2010.
- j) These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and Eligible Customers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.