

Terms and Conditions for Event Based Listening (“Engagement”)

1. Engagement Period

The Engagement 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.

The Engagement runs from **15th July 2022 until 31st December 2022**, both dates inclusive (hereinafter referred to as the “**Engagement Period**”). SLM reserves the right to change the commencement date and expiry date of the Engagement Period with a reasonable notice period.

2. Eligibility

a) The Engagement is open to SLM’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;
- (ii) who are 18 years old and above (as at the commencement of the Engagement 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 Engagement.

3. Engagement Mechanics

a) Eligible Clients will have to complete the following:

- (i) Fill up all the required details; and
- (ii) Answer the survey questions in the Engagement form (“**Engagement Form**”) at <https://www.sunlifemalaysia.com/campaigns/details-verification/>.

b) Only one (1) successful submission of the Engagement Form with complete details is allowed for each Eligible Client.

4. The Gift

a) The Engagement offers a reward in the form of RM10.00 e-vouchers (“**Gift**”)

b) The Gift shall be based on the specific e-voucher selected by the Participants from the list of e-vouchers in the Engagement Form. No request for change of e-voucher will be entertained.

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- c) The Gift will be delivered within thirty (30) days after submission of the completed Engagement Form and the Gift will be sent either via Short Message Service (SMS) or via email to the Participants’ phone number or email address provided in the Engagement Form.
- d) The Gift is to be redeemed within the validity period as stated in the Gift.
- e) The Gift is not transferable or redeemable or exchangeable for cash or credit of any kind. Each Participant is only entitled to **one (1) Gift** during the Engagement Period.
- f) SLM shall have no obligation to substitute the Gift with any alternative prize, cash equivalent or other compensation in the event the Participants fail to redeem or utilize the Gift for any reason whatsoever.

5. Other Conditions

- a) By participating in the Engagement, the Participants are deemed to have read, understood and agreed to be bound by these Terms and Conditions. SLM 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 Engagement or if any Participant has provided inaccurate information whilst participating in the Engagement or otherwise.
- b) 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.
- c) Any enquiries and complaints directly and solely in relation to the Gift must be referred to the merchant’s client service centre or on the label of the merchandise(s) or its client 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.
- d) Any decision made by SLM in relation to every aspect of the Engagement shall be final and conclusive. Any subsequent correspondences, protests, appeals or enquiries will not be entertained.
- e) SLM shall not be held liable in any manner whatsoever for any loss or damages howsoever arising in connection with the Engagement (including loss of opportunity and consequential loss flowing therefrom). Furthermore, SLM shall not be liable for any default in respect of the Engagement 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 SLM.
- f) 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 and/or Participants, whether in or outside Malaysia.
- g) SLM may use the Participants’ submission, including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Engagement (collectively the “**Materials**”), and the Participants’ name, and/or likeness, for advertising, publicity and promotion of any goods or services of SLM, for an unlimited time throughout the world without

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compensation, and in any media. The Participants shall do all things necessary to give effect to this if requested by SLM.

- h) It will be the Eligible Clients’ and/or Participants responsibility to ensure their contact details, including phone number and email address, are current and updated in the records with SLM. Should an Eligible Client’s and/or Participant’s contact details change during the Engagement Period, the Eligible Client and/or Participant must notify SLM directly and update their contact details accordingly. SLM shall not be responsible to the Eligible Clients and/or Participants for any loss (including loss of opportunity and consequential loss following therefrom) suffered in the event the Eligible Clients’ and/or Participants’ contact details in the record is not current or correct.
- i) 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 Participants’ participation in the Engagement, including the Participants’ completion of the Engagement Form, and/or the end of the Engagement Period due to, including but not limited to, an internet error or glitch, poor internet connection and web page glitch. No proof of submission to show the Participants’ participation in the Engagement will be entertained.
- j) Each Participant 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 Participants’ participation in the Engagement, acceptance of any Gift, and/or the use of the Participants’ submission and/or likeness in connection with the Engagement or violation of these Terms and Conditions.
- k) SLM reserves the right to cancel, terminate or suspend the Engagement upon giving adequate notice. For the avoidance of doubt, cancellation, termination or suspension of the Engagement shall not entitle any of the Eligible Clients and/or the Participants to any claim or compensation against SLM 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) SLM 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 SLM’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 SLM or by effecting an advertisement regarding the Amendment in one 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 and/or the Participants as from the date of notification of the Amendment or from such other date as may be specified by SLM 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 SLM may be held, used and disclosed by SLM to individuals or organisations related to or associated with SLM or to any authorised third

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party, including service providers, agents and contractors who provide administrative and business support to SLM and act on SLM’s behalf for purposes of the Engagement and providing services for the Participants’ Policy/Contract and to communicate with the Participants for such purposes. SLM is committed to the protection of the Participants’ rights to privacy and data security under Personal Data Protection Act 2010 and relevant regulation thereof and SLM shall at all times ensure that Participants’ Personal Data shall be processed diligently in compliance to existing laws and in accordance with SLM’s Privacy Notice accessible from SLM’s website at www.sunlifemalaysia.com.

- n) In the event of any complaints related to the Engagement, the Eligible Clients and/or the Participants may contact SLM’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

- o) 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 agree to submit to the exclusive jurisdiction of the Courts of Malaysia.