

## **Terms and Conditions for e-Nomination Campaign 2022 ("Campaign")**

### **1. Campaign Period**

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.

The Campaign runs from **15<sup>th</sup> July 2022 until 30<sup>th</sup> September 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) who have yet to make a nomination for insurance policy and/or takaful contract (hereinafter referred to as "**Policy/Contract**") which is underwritten/managed by SLM;
- (ii) whose Policy/Contract status is in force during the Campaign Period;
- (iii) who have received the invitation for the Campaign via email, SunAccess push notification, Short Message Service (SMS) and/or SLM's official Facebook (<https://www.facebook.com/SunLifeMalaysia>) and/or Instagram ([https://instagram.com/sunlifemalaysia\\_my](https://instagram.com/sunlifemalaysia_my)) pages; and
- (iv) 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) The Eligible Clients will have to nominate their nominee(s) for their Policy/Contract during the Campaign Period via e-nomination in SunAccess.
- b) The Eligible Clients are entitled to only one (1) entry once they successfully make an e-nomination with complete details via SunAccess.

### **4. The Gift**

- a) The Campaign offers reward in the form of RM10.00 GrabFood e-voucher or promo code ("**Gift**") to the eligible winners ("**Winners**") who have successfully make an e-nomination for their Policy/Contract in SunAccess during the Campaign Period.
- b) The Gift is not transferable, redeemable, or exchangeable for cash or credit of any kind in part or in full and no request for change of Gift will be entertained. Each Winner is only entitled to one (1) Gift during the Campaign Period.
- 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. Winner Selection and Winning Notification**

- a) The Winners will be selected by SLM based on a lucky draw that will be conducted during the Campaign Period. One Hundred (100) Winners will be selected.
- b) The Winners will be notify by SLM within fourteen (14) working days from the date the Campaign ends through SLM's official Facebook (<https://www.facebook.com/SunLifeMalaysia>) and/or Instagram ([https://instagram.com/sunlifemalaysia\\_my](https://instagram.com/sunlifemalaysia_my)) pages and/or website (<https://www.sunlifemalaysia.com>)

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and/or through phone call and/or through SMS ("**Winning Notification**"). The Gift will be sent through SMS and/or email after the 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 necessary and relevant personal details, including name, NRIC number, email address, mobile number and/or preferred address for the Gift delivery mechanism (if applicable). 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 and will abide by all decisions made by SLM. SLM reserves the right to disqualify any Eligible Client if it has reasonable grounds to believe that the Eligible Client has breached any of the Terms and Conditions of the Campaign or if any Eligible Client has provided inaccurate information whilst participating in the Campaign.
- b) Any 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) 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.
- d) 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. The Company 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.
- e) SLM shall not be held liable or responsible for any damage and/or missing of items of the Gift once they are delivered either physically or digitally to and/or collected or redeemed by, as the case may be, the Winners.
- f) SLM shall not be liable to any Winner or any other person for any failure to supply or provide the Gift due to reasons or circumstances beyond its control.
- g) The Eligible Clients shall assume full liability in the event of any injury, damage or claim resulting from participation in the Campaign and/or use and/or redemption of the Gift and/or infringement of any third-party intellectual property rights.

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- h) 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 infectious diseases outbreak (pandemic/endemic).
- i) 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.
- j) 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.
- k) By participating in the 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.
- l) The Eligible Clients are participating in the Campaign at their own risk. SLM and their affiliated partners will not be responsible or held liable, and the Eligible Clients agree to waive, release, absolve and discharge SLM 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 Campaign.
- m) 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 ("**affiliated partners**") 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, and whether caused by the negligence of the Company, the Partner and their affiliated partners or otherwise.
- n) 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.
- o) 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 for 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. SLM shall at all times ensure that the Participants' Personal Data is processed diligently in compliance to existing laws and in accordance with SLM's Privacy Notice accessible from SLM's website at [www.sunlifemalaysia.com](http://www.sunlifemalaysia.com).

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- p) 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 therefrom) suffered in the event the Eligible Clients' contact details in the record is not current or correct.
- q) 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.
- r) In the event of any complaints related to the Campaign, 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.  
Client Careline: 1300 88 5055 (8:30AM – 5:00PM)  
Email: [wecare@sunlifemalaysia.com](mailto:wecare@sunlifemalaysia.com)

- s) These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Clients agree to submit to the exclusive jurisdiction of the Courts of Malaysia.