

Terms and Conditions
Tropicana Gardens Mall
A Mom-ent To Be Cherished Campaign

1.0 Campaign Period

This **A Mom-ent To Be Cherished Campaign** ("Campaign") is organized by Tropicana Gardens Mall ("The Organizer") and will commence from 27 April 2024 to 12 May 2024 (16 days), both dates inclusive ("Campaign Period").

2.0 A Mom-ent To Be Cherished Campaign Eligibility Criteria

- a) This Campaign is open to all participants who meet the following criteria:
 - i. Participants must be citizens or permanent residents of Malaysia;
 - ii. Participants must be aged 18 years and above; and
 - iii. Participants must have a valid Instagram account.
- b) The Organizer takes no responsibility or assumes no liability for the comment and/or content that the Participants may post. Participants are solely responsible for consequences of posting and publishing their comments and/or contents.
- c) The Organizer will not be responsible for entries that cannot be processed due to technical or operational reasons. Entries that are lost, misdirected, incorrect, incomplete or illegible, for any reason whatsoever, will be disqualified.
- d) The Organizer may, in its sole discretion, disqualify any entry which The Organizer considers to have made been in breach of these Terms & Conditions. This includes, but not limited to, failure to meet the eligibility criteria or entry that contains obscene, libelous, racially disparaging, defamatory, harassing or threatening or unlawful content.
- e) Only successful entry during the Campaign Period and which complies with the eligibility and qualifying criteria mentioned herein, shall qualify as an eligible entry ["Eligible Entry"].
- f) Entry after the Campaign Period shall not be accepted as Eligible Entry and will be disqualified and payment will be refunded after deducting any incidental expenses incurred by the company.

3.0 Campaign Mechanic

- a) Eligible Participants must fulfill the following steps in order to be entitled for the Campaign prizes:
 - **Step 1:** Follow Tropicana Gardens Mall on Instagram, *@tropicanaagardensmall*
 - **Step 2:** Answer the weekly question by commenting on the post with your response
 - **Step 3:** Tag three (3) of your friends or family members in your comment. Increase your chances of winning with multiple entries by tagging different friends' account in each comment
- b) The weekly questions are categorized as per below:
 - i. For "**Choose Correct Answer**" questions, participants must provide the correct answer.
 - ii. For "**No Right or Wrong Answer**" questions, participants are required to provide any answer.
- c) Eligible Participants can submit multiple entries for each weekly question to increase their chances of winning. However, Eligible Participants must tag 3 different friends in each comment column for each entry.
- d) Winners will be randomly selected from the pool of Eligible Participants who successfully complete the required steps in the campaign.

4.0 Campaign Prize

- a) Eligible Participants who fulfill the qualifying condition have the opportunity to win the prizes mentioned below:

Tenant / Trade Name	Weekly Prizes	Total Allocations	Value (RM)
Brown Sugar Hair Salon	RM100 x 3 weeks	3 x winners	300.00
Sothys	RM100 x 3 weeks	3 x winners	300.00
Hairover	RM100 x 3 weeks	3 x winners	300.00
Talimu	RM100 x 3 weeks	3 x winners	300.00
Synthesis Aesthetic	RM100 x 3 weeks	3 x winners	300.00

* Prizes are subject to change based on availability.

- b) Winners' account ID will be listed in the Winner Announcement, which will be published on Tropicana Gardens Mall's Instagram account on a bi-weekly basis. A clear call-to-action will be included in the post, prompting winners to send a direct message (DM) to Tropicana Gardens Mall's Instagram account for verification purposes.
- c) Each Eligible Participant who wins the Campaign is required to send a direct message (DM) to Tropicana Gardens Mall's Instagram account within 3 days from the Winner Announcement date to be eligible to receive the Prize ("Winner").
- d) The Prize of the Eligible Participant who wins the Campaign but fails to direct message (DM) within the stipulated period will be forfeited.
- e) The Organizer will request the winner to share their contact information (name, IC, email, phone number) by filling up the Google Form which will be provided later on for prize verification purposes.
- f) The Organizer reserves the absolute right to substitute or replace the prize with other items of similar values at any time, if the stated prize is not available due to unforeseen circumstances, without any prior written notice.
- g) The Organizer makes no warranties or representations whatsoever with respect to the Prizes and shall not be responsible nor liable for any problems and/or damage there to or arising there from.
- h) The Organizer's decisions are final and no correspondence thereon will be entertained.
- i) Prizes must be claimed in person. Identification, which includes NRIC, or passport that displays a photograph of the Winner will be required. In the event of The Organizer is requested to post/courier a Prize to a Winner, The Organizer will not be held liable of non-receipt of Prize or damages caused during the delivery process. No replacement and/or exchange of Prize will be entertained.
- j) The Organizer reserves the rights to forfeit Prize of any Winner who does not provide the required details as stipulated in the Terms & Conditions.
- k) Under special circumstances and subject to the absolute discretion of The Organizer, a Winner may nominate a designated representative to collect the Prize. The representative will be required to present a written authorization from the Winner and photocopy of Winner's NRIC (front & back).
- l) All Prizes are accepted entirely at the risk of the Winner, and The Organizer excludes all warranties in connection with any Prize to the extent permitted by law.
- m) In the event that a Winner chooses not to accept a Prize, they forfeit any and all claims to that Prize, which will be dealt with according to the absolute discretion of The Organizer.
- n) In the event The Organizer has a prize giving ceremony, the Winners are required to attend at his/her own cost and expense to collect the Prize. In the event the Winner is not able to attend the prize giving ceremony, the Winner must nominate a representative to be present at the prize giving ceremony to accept the prize on his/her behalf otherwise The Organizer shall re-select the winners.
- o) The Organizer reserves the rights as its sole discretion to forfeit the Prize from any winner it

believes has undertaken fraudulent practice and/or activities or other activities harmful to the Giveaway or to The Organizer. The Organizer reserves the right to redraw a winner to replace any winner who is or may subsequently be found to be ineligible or disqualified.

- p) Any change in the value of the Prize occurring between the date of these Terms & Conditions and the date the Prize is claimed is not the responsibility of The Organizer.

5.0 Other Terms & Conditions

- a) By participating in the Campaign, the Eligible Participants are deemed to have read, understood and agreed to be bound by the Terms and Conditions stated herein.
- b) The Prizes are not transferable to any third party, non-negotiable and non-exchangeable for cash, kind, in part or in full and/or other redemption item(s).
- c) Tropicana Gardens Mall's decisions on any matter relating to the Campaign are final and binding on all Eligible Participants. If any matters arise which are not covered in these Terms and Conditions, it will be subject to the sole discretion of Tropicana Gardens Mall.
- d) Tropicana Gardens Mall shall not be liable in any way whatsoever, for any event arising from any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, pandemic, technical or system failures of any kind, unauthorized human intervention and electronic or human error in the administration and processing of the Campaign, in so far as Tropicana Gardens Mall has exerted appropriate measures to mitigate these risks with due care and diligence.
- e) Tropicana Gardens Mall reserves the right to withdraw, cancel, suspend, extend or terminate this Campaign earlier in whole or in part, or to vary, delete or add to any of these Terms and Conditions (including the Campaign period or date and frequency of fulfilment of Reward) at its absolute at any time without prior notice. For the avoidance of doubt, any such cancellation, termination or suspension by Tropicana Gardens Mall shall not entitle the Eligible Participants to any claim or compensation against Tropicana Gardens Mall for any loss or damage suffered or incurred by the Eligible Participants whether as a direct or indirect result of the act of cancellation, termination or suspension.
- f) Participants and Winners shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents [including death] resulting from their participation in the event, campaign, redemption and/or utilization of the prizes and agree to release and hold The Organizer and its Prize partners free and harmless of any liability.
- g) All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses that are incurred to participate in the event and to redeem the Prize is the sole responsibility of the Participant(s) and/or Winner(s).
- h) The Terms & Conditions contained herein shall prevail over any inconsistent terms, conditions, provisions or representation contained in any other event or advertising materials for the event.
- i) Any dispute in connection with the event will be decided by Tropicana Gardens Mall Management whose decision shall be final and conclusive.
- j) The Organizer reserves the absolute rights to vary, delete or add to any of these Terms & Conditions (wholly or in part) and/or substitute or replace any Prize from time to time without any prior notice to the Participants.
- k) All entries will be the property of The Organizer. The information provided by Participants will be used by The Organizer for the purpose of conducting the Giveaway and, in the case of the winner, in relation to the conduct of The Organizer's photographic shoot and subsequent marketing campaigns. The Organizer may disclose Participant's personal information to contractors and agents to assist in conducting the Giveaway.
- l) In accordance with the Personal Data Protection Act 2010 ("PDPA") and the laws of Malaysia. Please read our Privacy Policy to understand how we use the personal information we may collect from you. By providing your Personal Information to us, you are consenting to this Privacy Policy and the

collection, use, access, transfer, storage and processing of your personal information as described in this Privacy Policy.

- m) The Organizer reserves the right to use the participant's details such as name, data and email, likeness, image, voice, appearance, and performance whether recorded on or transferred to videotape, film, slides, photographs, audio tapes, or other media, now known or late developed (herein referred to as the "Advertising Materials"). This right of use of the Advertising Materials shall include but is not limited to the right to edit, mix or duplicate and to use or re-use the Advertising Materials in whole or part as The Organizer may elect for the purpose of advertising and promotion. The Organizer or its designee shall have complete ownership of the Advertising Materials in which the contestant appears, including copyright interest, and the contestant acknowledges that he/she has no interest or ownership of its copyright. Call Information Counter at 012-715 8988 for more details.
- n) By participating in the Campaign, it is deemed that all Eligible Participants:
 - i. Consent Tropicana Gardens Mall to collect, record, hold, store, use and disclose their personal information for purposes which are necessary or related to the participation in the Campaign; and
 - ii. Consent Tropicana Gardens Mall to disclose their personal information such as their names, addresses, telephone numbers, emails and shall be used only in relation to and for purposes of the Campaign; and
 - iii. Consent that their photos or video clips to be used for current or future advertising and/or publicity in relation to the Campaign without any claim for neither payment nor compensation.
- o) In no event shall Tropicana Gardens Mall nor any of its officers, employees, representatives and/or agents (including without limitation, any third-party service providers engaged by Tropicana Gardens Mall for purposes of the Campaign) be liable to any person participating in this Campaign for any direct, indirect, special or consequential loss or damage (including, but not limited to, loss of income, profits or goodwill) arising from or in connection with this campaign.
- p) Please visit <https://tropicanyagardensmall.com.my/home> to review and read the Tropicana Gardens Mall Privacy Policy. Participants acknowledge that they have read and accepted the Tropicana Gardens Mall Privacy Policy.
- q) The Terms and Conditions herein shall be governed by and construed in accordance with Laws of Malaysia.

Acknowledgment & Indemnity Clause

I, the undersigned, acknowledge the receipt of the abovementioned Terms & Conditions. I have fully read, understood, and accepted the Terms & Conditions of The Campaign. I further understand that I shall take part in The Campaign at my own risk and expense. The responsibility lies solely on me to ensure my own personal health, safety, and security at all times during any events or activities carried out by The Organizer. I hereby release The Organizer from any liabilities in the event that I incur or suffer any type of loss, damage, injury or fatality howsoever incurred during or after the said events or activities including but not limited to any loss, damage, injury, and fatality incurred or suffered from the usage and/or possession of the prizes received by virtue of my participation in the redemption. I shall further indemnify The Organizer for any losses, damages, claims, demands, actions, proceedings, prosecutions, fines, penalties, costs, expenses and/or liabilities, personal injury or loss of life howsoever incurred and suffered by any third parties if caused by the actions of my participation during or after the event whether negligently or otherwise.