

Magnum x MinLuna 'TakePleasureSeriously'

CONTEST TERMS & CONDITIONS

1. These Terms

- 1.1. These **Contest Terms & Conditions** (which include the **Contest Details**) set out the basis for participating in the Contest identified below.
- 1.2. By entering or participating in the Contest **you agree** to these Contest Terms & Conditions.
- 1.3. A **Privacy Notice** attached to or otherwise provided in connection with these Contest Terms & Conditions should be regarded as part of these Contest terms.
- 1.4. The Organiser reserves the right to amend these Contest Terms & Conditions at any time without prior notice.

2. Contest Details

Organiser	Unilever entity : Unilever (Malaysia) Holdings Sdn. Bhd. Registered/Primary address : Level 34, Menara TM, Jalan Pantai Baru, 59200 Kuala Lumpur;
Contest	Entrants need to share a photo of themselves on Instagram with a Magnum Classic, Almond, White Almond or Hazelnut Luxe ice-cream using the hashtags #MagnumMY and #TakePleasureSeriously. Four Entrants with the most stylish photo will each win an amount of RM2,500 for a fashion shopping spree with Min Luna;
Prizes	4 x fashion shopping sprees with Min Luna, each worth RM2,500;
Selecting Winner(s)	Determining Prize Winner(s): The four winners will be decided based on the most stylish photo. Basis of re-allocation if a Prize is not claimed: If a winner is not contactable after 3 attempts for 3 consecutive days, or if contacted, chooses not to accept the Prize or is unable to attend the shopping spree at the specified location, date & time, another winner will be chosen;
Entrant Requirements	Open to all Malaysian citizens residing in Malaysia with a valid National Registration Identity Card. Min age: 18
Excluded Entrants	Any of the following: <ul style="list-style-type: none"> • Agents, distributors, advertising agencies and other organisations commercially connected to the Organiser and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives; • Employees and directors of the Organiser, including their families and co-habitants; • Shareholders in the Organiser;
Entry Instructions	In order to participate in the Contest and be in the running to win,

	<p>each Entrant must:</p> <ol style="list-style-type: none"> capture a stylish OOTD (Outfit Of The Day) photo (videos are not permitted) of themselves with a Magnum Classic, Almond, White Almond or Hazelnut Luxe ice-cream; post the photo on their Instagram account and caption the post with the hashtags #MagnumMY and #TakePleasureSeriously; set their Instagram account to public. <p>The four (4) most stylish Entrants will be selected as winners.</p> <p>Instagram Stories are not permitted as contest entries</p> <p>Entries will be automatically disqualified if both hashtags (#MagnumMY and #TakePleasureSeriously) are not included in the post.</p> <p>Location of the shopping spree will be determined by the Organizer and confined within the Klang Valley area;</p>
Opening/Closing Date for Entries	<p>Opening Date: 22 October 2018;</p> <p>Closing Date: 11 November 2018;</p>
Other Contest Requirements	NA;
Notification of Winning and Claiming Prizes	<p>Notification of winning:</p> <ul style="list-style-type: none"> Method - Instagram (Direct Message/Post Comment), E-mail/phone call; Timing – Five (5) working days after the Closing Date <p>Claiming Prizes:</p> <ul style="list-style-type: none"> Method - Celebrity stylist Min Luna & winners will meet at a shopping mall (exact venue, time & date to be determined by Organiser). At the shopping mall, Min Luna & winner will shop together. Organizer will be with them to pay for the items bought, using a card. The amount spent during the shopping spree cannot exceed RM2,500 and if the amount exceeds RM2,500, winners can top up the additional amount ; Timing – 30 November 2018
Purchase Required	Any Magnum Classic, Almond, White Almond or Hazelnut Luxe ice-cream;

3. Contest Basis

- 3.1. This **Contest is:**
- open** to those meeting the **Entrant Requirements**;
 - not open** to those falling within the description of **Excluded Entrants** (even if they meet the Entrant Requirements).
- 3.2. You must follow the **Entry Instructions**.
- 3.3. You **may submit more than one entry**. Entries must not be automatically generated by computer or otherwise submitted on an inappropriate basis (for example using multiple names, email or social media accounts to enter).
- 3.4. You may **only win one Prize**. The exception to this rule is where the Contest Details clearly and specifically allow multiple prizes to be won.
- 3.5. The Organiser may at any time **extend, suspend or terminate** the Contest at its sole discretion (which may or may not relate to an entrant).

- 3.6. The Organizer may at any time change the timing for claiming the Prize and shall inform the winners accordingly.

4. Entries

- 4.1. Entries that (i) do not comply with these Contest Terms & Conditions; or (ii) are incomplete, corrupted or late, may be **rejected, disqualified, removed and/or deleted** by the Organizer.
- 4.2. Your entry includes any materials provided as part of or in relation to that entry. Where entry to the Contest involves provision of **written, pictorial or other material** in electronic or other form, you must ensure your entry:
- a. is **(i)** suitable for public access and in particular does not contain nudity, pornographic, religiously/culturally/politically insensitive, violent content, defamatory or libellous statements, material considered illegal/offensive or may contravene the laws of Malaysia or materials likely to tarnish the image of the Organizer or bring the Organizer's reputation into disrepute; and **(ii)** not in breach of applicable laws;
 - b. does **not contain or refer to any products or brands other than those of the Unilever Group** (unless such inclusion is entirely incidental, not prominent and is reasonably necessary due to the nature of the entry);
 - c. **is your own work** and does not contain any intellectual property (including moral rights) of another party unless you have the necessary permissions for its provision and use, reproduction and other dealing in accordance with these Contest Terms & Conditions (including Clause 4.3 below);
 - d. only contains someone's **name or likeness** if they have provided written permission (permission from parents/legal guardians required for under 18s).
- 4.3. You grant the Organizer **(i) ownership** of any entry; and **(ii)** a perpetual, irrevocable, worldwide, royalty-free, sub-licensable and transferable **right to use**, reproduce, distribute, and make derivative works of your entry, in any media and through any media channel. You will not grant these rights to any other party.

5. Responsibility for Entries

- 5.1. You must comply with these Contest Terms & Conditions and **not otherwise unlawfully seek to misuse or tamper with the processes and rules of the Contest**.
- 5.2. You must indemnify and defend the Organizer and other members of the Unilever Group (including their respective directors, officers and employees) in respect of all liabilities, losses and damages of any kind **resulting from your breach of these Contest Terms & Conditions**. The Organizer excludes responsibility for those liabilities, losses and damages, although nothing in these Contest Terms & Conditions is intended to limit the Organizer's liability for (i) fraud; (ii) intentional misconduct; or (iii) for death or personal injury caused by its negligence (including that of its employees and agents)).
- 5.3. You must indemnify and defend the Organizer and other members of the Unilever Group (including their respective directors, officers and employees) in respect of any **third party claim** that your entry or its use in accordance with these Contest Terms & Conditions breaches applicable laws, confidentiality obligations or intellectual property rights due to your **breach of these Contest Terms & Conditions**.
- 5.4. The **Organiser is not in any event responsible for:**
- a. entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind or any other event which is either unforeseen or outside of the Organizer's direct reasonable control;
 - b. your costs of preparing or submitting an entry.

6. Winners

- 6.1. The **winner(s) will be notified** using the method and within the timing set out in the Contest Details.
- 6.2. The winner(s) must claim their Prize using the method and within the timing set out in the Contest Details. If the Prize is unclaimed after this time, the right to the Prize lapses and the Organiser may offer the Prize to a substitute winner selected in accordance with the method noted in the Contest Details (in the absence of specification, a fair basis which aligns closely with the winner selection method which will be at the Organiser's sole discretion).
- 6.3. The Organiser may (at its discretion or where required by law) provide or publish **details of the winner(s) (name and county)**. Requests for provision/publication should be sent to the Organiser contact details in the Details Sheet no later than within ten weeks after the Contest closing date.
- 6.4. In the event of any **uncertainty or difference of opinion** regarding the administration of the Contest (including the award of Prizes), the decision of the Organiser is final (this does not remove any legal rights). No appeal or questions will be entertained.
- 6.5. No **correspondence** should be entered into between you and the Organiser, unless specifically requested by the Organiser.

7. Prizes

- 7.1. The Organiser may require **proof of identity** before releasing any Prize. Only the Entrant in the contest submission photo who is the owner of the Instagram account is eligible to claim the Prize.
- 7.2. Statutory warranties apply but otherwise the Prizes are **awarded 'as is'** without any warranty, undertaking or guarantee and are strictly non-transferable, non-exchangeable and may not be encashed.
- 7.3. The Organiser's commitment is to **make Prize(s) available** in accordance with and subject to these terms. Consequently, each winner is responsible for any and all:
 - a. visas and permits;
 - b. fuel, consumables and accompanying items;
 - c. upkeep, licence renewals and ongoing or periodic requirements;
 - d. taxes and other such personal liabilities; and
 - e. matters of physical fitness and capability,
 - f. costs incurred to claim the Prize,as well as any other ancillary matters **required for**, or arising from, **receipt, use or enjoyment of the Prizes**.
- 7.4. Winners must adhere to any **third party terms**, such as event organiser terms, which apply to the Prize (these will be made available on request).
- 7.5. The Organiser reserves the right to **substitute the prize** for an alternative of equal or greater value. The Organiser is under no obligation to offer a cash alternative.
- 7.6. If your entry is **subsequently disqualified**, any Prize granted must be returned at your cost or compensation provided where return is no longer possible.

8. Publicity

- 8.1. Winner(s) will, at the Organiser's reasonable request, participate in **publicity** relating to this Contest. This may include winner(s) being filmed, photographed and/or interviewed by the Organiser or on its behalf.

- 8.2. The Organiser is permitted to the use of your name, image, voice and/or likeness for editorial, advertising, promotional, marketing and/or other purposes without further notice or compensation.
- 8.3. The Organiser shall have and the absolute right and discretion to advertise and/or air and/or print the Recording and/or use the slogan, names or nicknames on any of its programmes/channels or in any media whatsoever, in whole or in part, at the Organiser's discretion. All copyrights subsisting in the Recording shall belong to the Organiser absolutely.

9. Miscellaneous

- 9.1. Unless expressly stated by the Organiser in the written Contest materials, this Contest is in no way **sponsored or endorsed by any third party**.
- 9.2. If other **language versions** of these terms are also made available, the English language version takes precedence in the event of any inconsistency.
- 9.3. **Each provision in these Contest Terms & Conditions is severable**. If any provision is held to be invalid or unenforceable by a court or other competent authority, that invalidity or unenforceability will not affect the remainder of these Contest Terms.

10. Governing Law and Disputes

- 10.1. This Contest (including these Contest Terms & Conditions and any related dispute) is **governed by and will be interpreted according to the laws** of the country in which the Organiser has its registered or primary address as stated in the Contest Details, except to the extent of mandatory laws applicable due to the location or nature of the Contest, Prize or relevant entrant.
- 10.2. Without restricting anyone from seeking injunctions or other temporary relief in a competent court, if a dispute arises the courts of the country in which the Organiser has its registered or primary address as stated in the Contest Details will **resolve the issue**, except to the extent you have the right to resolve a dispute in the courts of other jurisdictions due to the location or nature of the Contest, Prize or relevant entrant.

Attachment

1. Privacy Notice

The following is the "**Privacy Notice**" for the Contest identified below:

Organiser	Registered/Primary address: Unilever (Malaysia) Holdings Sdn Bhd, Level 34, Menara TM, Jalan Pantai Baru, 59200 Kuala Lumpur; Designation of the contact person : Data Privacy Officer, Unilever (Malaysia) Holdings Sdn Bhd, Level 34, Menara TM, Jalan Pantai Baru, 59200 Kuala Lumpur. Tel: 03-2246 2188
Contest Description	Entrants need to share a photo of themselves on Instagram with a Magnum Classic, Almond, White Almond or Hazelnut Luxe ice-cream using the hashtags #MagnumMY and #TakePleasureSeriously. Four Entrants with the most stylish photo will each win a RM2,500 fashion shopping spree with Min Luna;
Personal Data	Personal data obtained from you, including within your entry or provided as part of the entry submission process or during related administration). This personal data will include for this Contest: name, image/likeness, voice; pictures and videos taken during related events; Contact details (email IDs and phone numbers);
Further Purposes	Publicity; Prize fulfilment; Advertising and marketing purposes regarding our products; Educational purposes; Providing you with notice of related products, services, promotions and events which may be of interest to you; To respond to your inquiries; For auditing purposes in cases where there has been a dispute;
Third Parties	The Personal Data may be disclosed to third parties, such as to our headquarters, regional offices, subsidiaries, affiliates and/or members within the Unilever group of companies, and/or our service providers, which may be located outside Malaysia, for reasons relating to the Purpose.
Unilever Policy	Unilever Privacy Policy http://www.unileverprivacypolicy.com/en_gb/policy.aspx http://www.unileverprivacypolicy.com/BahasaMalaysia/policy.aspx

- 1.1 All Personal Data requested must be provided in order for you to be eligible to participate in the Contest.
- 1.2 The Personal Data will be processed for **administration** of the Contest (third parties may be involved in this administration).
- 1.3 The Personal Data may also be processed for the **Further Purposes, including by the Third Parties**.
- 1.4 If you wish to:

- a. access, correct, limit or update your Personal Data collected in relation to the Contest, or to make any inquiries or complaints about the processing of such information,
- b. require the deletion of the Personal Data, you should contact the Organiser using the following contact information: Data Privacy Officer, Unilever (Malaysia) Holdings Sdn Bhd, Level 34 , Menara TM, Jalan Pantai Baru, 59200 Kuala Lumpur. Tel: 03-2246 2188

1.5 The Personal Data may be disclosed or transferred to the Third Parties (which may be located outside Malaysia) for administration of the of the Contest and/or the Further Purposes.

1.6 For more details on processing of your Personal Data, see the **applicable Unilever Group policy**.

The following acknowledgement applies in respect of the Privacy Notice. Check box only if you agree to the statement:

I am above 18 years and I have read and understood the terms of this Privacy Notice and consent to the processing of my Personal Data as described above.

2. Notis Privasi

Berikut adalah "**Notis Privasi**" bagi Peraduan yang dikenal pasti di bawah:

Penganjur	<p>Alamat Berdaftar/Utama: Unilever (Malaysia) Holdings Sdn Bhd, Tingkat 34, Menara TM, Jalan Pantai Baru, 59200 Kuala Lumpur;</p> <p>Jawatan pegawai untuk dihubungi : Pegawai Privasi Data, Unilever (Malaysia) Holdings Sdn Bhd, Level 34 , Menara TM, Jalan Pantai Baru, 59200 Kuala Lumpur. Tel: 03-2246 2188</p>
Perihal Peraduan	<p>Peserta mesti kongsi foto diri mereka dengan ais krim Magnum Classic, Almond, White Almond atau Hazelnut Luxe, di Instagram, berserta hashtag #MagnumMY dan #TakePleasureSeriously. Empat peserta dengan gambar yang paling bergaya akan masing-masing memenangi sesi membeli-belah fesyen bernilai RM2,500 bersama Min Luna.;</p>
Data Peribadi	<p>Data peribadi yang diperoleh daripada anda, termasuk di dalam borang peraduan atau disediakan sebagai sebahagian daripada proses penghantaran borang peraduan atau semasa pentadbiran berkaitan.</p> <p>Data peribadi ini akan termasuk bagi Peraduan ini:</p> <p>nama, imej/persamaan, suara;</p> <p>gambar dan video yang diambil semasa acara berkaitan;</p> <p>Butiran perhubungan (emel/ nombor telefon);</p>
Tujuan Lanjut	<p>Publisiti;</p> <p>Pemenuhan hadiah</p> <p>Tujuan pengiklanan dan pemasaran berkaitan produk kami;</p> <p>Tujuan pendidikan;</p> <p>Menyediakan notis berkaitan produk, perkhidmatan, promosi dan acara yang mungkin menarik minat anda;</p> <p>Menjawab pertanyaan anda;</p> <p>Bagi tujuan pengauditan sekiranya berlaku pertikaian;</p>

Pihak Ketiga	Data Peribadi mungkin didedahkan kepada pihak ketiga, misalnya kepada ibu pejabat, pejabat serantau, subsidiari, sekutu dan/atau anggota di dalam kumpulan syarikat Unilever, dan/atau pembekal perkhidmatan kami, yang mungkin terletak di luar Malaysia, bagi sebab-sebab berkaitan Tujuan.
Dasar Unilever	Dasar Privasi Unilever http://www.unileverprivacypolicy.com/en_gb/policy.aspx http://www.unileverprivacypolicy.com/BahasaMalaysia/policy.aspx

- 2.1** Semua Data Peribadi yang dipohon hendaklah disediakan supaya anda layak untuk menyertai Peraduan.
- 2.2** Data Peribadi akan diproses untuk pentadbiran Peraduan (pihak ketiga mungkin terlibat dalam pentadbiran ini).
- 2.3** Data Peribadi juga boleh diproses untuk **Tujuan Lanjut, termasuk oleh Pihak Ketiga**.
- 2.4** Jika anda berhasrat untuk:
- c. mengakses, membetulkan, mengehadikan atau mengemaskini Data Peribadi anda yang dikumpul berhubung dengan Peraduan, atau membuat sebarang pertanyaan atau aduan tentang pemprosesan maklumat sedemikian,
 - d. memohon penghapusan Data Peribadi, anda harus menghubungi Penganjur menggunakan maklumat hubungan berikut: Pegawai Privasi Data, Unilever (Malaysia) Holdings Sdn Bhd, Tingkat 34, Menara TM, Jalan Pantai Baru, 59200 Kuala Lumpur. Tel: 03-2246 2188
- 2.5** Data Peribadi mungkin didedahkan atau dipindahkan kepada Pihak Ketiga (yang mungkin terletak di luar Malaysia) bagi pengurusan Peraduan dan/atau Tujuan Lanjut.
- 2.6** Untuk butiran lanjut tentang pemprosesan Data Peribadi anda, sila lihat **dasar Kumpulan Unilever yang berkenaan**.

Perakuan berikut terpakai berhubung dengan Notis Privasi. Tandakan kotak hanya jika anda setuju dengan pernyataan:

Saya berumur melebihi 18 tahun dan saya telah membaca dan memahami terma Notis Privasi ini dan memberikan kebenaran kepada pemprosesan Data Peribadi saya seperti yang diterangkan di atas.