

Spot Our Tù Tù (“Contest”)

The Contest is organised by LBS Bina Group Berhad (hereinafter known as “the Organiser”). By participating in the Contest, you agree to be bound by the following terms and conditions as stipulated herein (consisting of the General Terms and Conditions and the Specific Terms and Conditions) between you and the Organiser (“Contest Terms”). By participating in this Contest, you are deemed to have read and agree to the Contest Terms herein mentioned. You agree that the Organiser may include additional terms to and/or vary the Contest Terms at our sole discretion at any point of time and any additional and/or variation of the terms shall be incorporated by reference immediately at the point of time in which it is implemented. You are advised to visit this page from time to time to be updated of the latest Contest Terms.

In the event of any inconsistency between any terms and conditions stipulated in any of the Organiser’s marketing brochures, leaflets, buntings, or otherwise any other platforms and the Contest Terms stipulated herein, the latest Contest Terms shall prevail.

A. GENERAL TERMS & CONDITIONS

1. CAPACITY AND REPRESENTATION

- 1.1 To be eligible to participate in the Contest, you must be aged eighteen (18) and above in Malaysia or have attained an age of majority in the jurisdiction in which you are domiciled to enter legally binding contracts.
- 1.2 You acknowledge and agree that all information provided by you which will be relied upon by the Organiser is true, accurate, and not misleading. The Organiser reserves the right to request for more information from you in the event the information provided by you is deemed insufficient failure by which may result in your disqualification from the Contest.
- 1.3 You shall be responsible to update us immediately in the event that you discover that any information made by you is erroneous, outdated, or insufficient. Kindly note that failure by you to provide the necessary information to us may result in your disqualification from the Contest.
- 1.4 You further acknowledge that we will rely on any information provided by you and that any false, inaccurate, and/or misleading information may cause losses and damage to us. You agree to hold harmless and indemnify us, our directors, our employees, our agents, our affiliates, and any other third parties facilitating the Contest from the losses and damage suffered as a result of the false, inaccurate and/or misleading information provided by you.

1.5 You shall not use the Contest as a means or manner to facilitate or promote any illegal, immoral, violence, hate speech, racially disparaging, defamatory and/or fraudulent content (hereinafter be referred to as "Refrained Content") wherein any evidence of such Refrained Content occurring out of this Contest, the Organiser shall not be made responsible whatsoever and you will be subjected to a disqualification by the Organiser.

1.6 By participating or entering this Contest, you are not violating any constitutive documents, applicable law, policies, regulation, rules, other terms, and conditions, and/or contracts that you have entered, agreed, or bound into with any third parties in any jurisdiction.

1.7 You will comply with all applicable laws, by-laws, rules, regulations, policies, instructions, directions, orders and/or directives from the Organiser, any governmental organization, and/or relevant authorities.

2. PRIVACY

2.1 All information provided by you shall be collected, stored, used, and retained by us in accordance with our Personal Data Protection Act Notice. You are to read, acknowledge and accept our Personal Data Protection Act Notice which is incorporated by reference herein and can be found at <https://lbs.com.my>

3. TAX AND DISBURSEMENTS FEES

3.1 You shall bear all expenses including but not limited to transportation, personal expenses, insurance, stamp duties, transfer fees, taxes, any other duties and/or any other costs, fees and/or related expenses incurred pertaining to the Prize (hereinafter defined).

3.2 You shall be solely responsible to declare your Prize winnings with the relevant tax authorities and pay for any levy, duty, charges, and tax that is imposed (if any). The Organiser shall not in any way be held liable to pay any charges, tax, levy, fines and/or duty that are imposed on the Winners by the relevant tax authorities for the Prize winnings.

4. PRIZES

4.1 The Organiser shall not assume any liability and responsibility whatsoever in the event of any mishaps, injuries, damages, death, claims and/or accidents suffered by your participation in the Contest and/or from the use of the Prizes.

4.2 You shall not hold the Organiser harmless against any liability and claims and agree to indemnify the Organiser completely for any claims, damages, losses, and liability arising from and/or in relation to your use of the Prizes.

- 4.3 You agree and acknowledge that the Organiser provides no representation or warranty of any kind whatsoever in respect of any defect or other faults in relation to the Prize, and that the Prize displayed in any marketing or promotional materials are for illustration purposes only which may not depict the actual color, material, model, and/or specification of the actual Prize.
- 4.4 The Organiser shall not be liable to compensate and/or rectify any defect or other faults in the Prizes. You shall contact and refer to the supplier, manufacturer, distributor and/or reseller of the Prizes in the event that you have any queries, concerns, and issues regarding the Prizes.
- 4.5 The Organiser shall not be liable to compensate and/or rectify any defect or other faults in the Prizes. You shall contact and refer to the supplier, manufacturer, distributor and/or reseller of the Prizes in the event that you have any queries, concerns, and issues regarding the Prizes.
- 4.6 You agree that the Prize is non-transferable, non-refundable, non-exchangeable for cash without the Organizer's express written consent. The Organizer reserves the right to substitute any Prize with that of a similar value without prior notice to you.

5. INDEMNITY

- 5.1 You agree to indemnify and keep indemnified the Organiser, its directors, employees, agents, affiliates, and any other third parties facilitating the Contest against all liabilities, losses, damages, and expenses which the Organiser may incur or suffer as a result of or in connection with and any breach and violation of Contest Terms herein or any representation or warranty given by you.

6. PROMOTIONAL MATERIALS

- 6.1 You agree that the Organiser shall have the right to interview you, take photographs, and videos as well as use your personal details which shall include your name(s) for our marketing campaign materials for the purposes of advertising, trade and/or publicity in accordance to the Privacy clause above. You acknowledge that any interview results, photographs and videos shall be solely owned by us.

7. MISCELLANEOUS

- 7.1 The Organiser reserves the right at its sole discretion to suspend, modify, extend, delay, or terminate the Contest at any time without prior notice to you.

- 7.2 Any decisions taken by the Organiser are final and binding on you and the Organiser shall not be obliged to entertain any queries, claims, requests, or correspondences after the decision of the Organizer has been made.
- 7.3 The Organiser shall have the absolute right to disqualify any individual that it determines to be tampering with and/or disrupting the operations of the Contest, and/or to be acting in breach or potential breach of these Contest Terms.
- 7.4 Any provisions applicable to this Contest which is prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition, or unenforceability without invalidating the remaining provisions.

8. DISCLOSURE

- 8.1 This Contest is in no way sponsored, endorsed or administered by, or associated with Meta Platforms, Inc (formerly known as Facebook, Inc). The Organiser expressly excludes any losses, claims, and/or actions arising from any glitch, malfunction, shut down, and/or otherwise use arising specifically from Facebook, Instagram or any platform (whether or not derivative) from Meta Platforms Inc.

B. SPECIFIC TERMS AND CONDITIONS

“Spot Our Tù Tù” Contest

The Contest Period

The period shall commence from **1 January 2023 – 28 February 2023, 12:00 am** (“the Contest Period”). The Organiser reserves the absolute right to extend or vary the Contest Period at its sole discretion. All entries received before and after the Contest Period shall be invalid and will not be entertained by the Organiser.

Method of Participation

This contest requires the participants to find all the hidden Rabbit Tù Tù (as displayed in the Contest Visual below) which will appear in 2 social media posts weekly published by the Organizer during the Contest Period. The participants are required to search and count the total number of Rabbit Tù Tù in all of the published social media posts during the Contest Period.

To participate in the Contest, you must: -

- i. "LIKE" and "FOLLOW" the Organiser's Facebook (@LBSBinaGroup) and Instagram (@lbsbinagroup) social media platforms respectively and remain liked and followed throughout the Contest Period;
- ii. Count the total number of Rabbit Tù Tù that you can find in the postings after all the social media posts has been published.
- iii. Comment your answers, tag three (3) unique profiles that you are connected to on Facebook/Instagram, include the hashtags [#LBSBinaGroup ; #LBSBinaContest ; #SpotOurTuTu] and comment "DONE" in the comment section of the Contest Visual/Posting.

The fastest to comment the correct answers in the Contest Visual/Posting will be the winners.

Contest Visual / Posting



Contest Prizes

Winners	Quantity	Prizes	Winner Selection
Grand Prize Winners	5	RM100 Watsons e-Voucher	5x Grand prize winner will be selected based on the fastest and correct comment answer.
1 st Runner-ups	13	RM50 Watsons e-Voucher	13x 1st Runner-Up will be selected based on the next 10 fastest and correct comment answer
Consolation Prize Winner	19	RM10 Touch & Go e-Wallet Voucher	19x Consolation Prize Winner will be selected based on the next 19 fastest and correct comment answer

The Organizer shall announce the winners of the Contest on **Monday, 13 March 2023** (“Winner Announcement Date”).

Selection of Winners

The winners will be selected based on the fastest and correct answers with the fastest and correct answers being the Grand Prize Winner and other subsequent correct answers in the lower corresponding category as described above. In the event that there are participants which have commented at the same time and correctly, the Organizer shall perform a draw of the said participants and the winners shall be selected based on the order of the said draw.

Prize Redemption Details

- The winners upon being selected, shall be required to submit a form specifying contact details (“Submission Form”).
- The 2nd Runner up winners are required to collect their respective Aeon Voucher at LBS Bina Group, Plaza Seri Setia, Petaling Jaya on a date and time to be informed by the Organiser.
- The e-Voucher and e-Wallet prizes will be emailed to the winners within seven **(7) working days** from the “Winner Announcement Date” to the email provided by the winners in the Submission Form.

- The Organiser will not be held responsible and reserves the right to forfeit and/or assign the prizes to another participant should the initial winner(s) fail and/or neglects to collect the prizes within 90 days from date of Winner Announcement Date.

DISQUALIFICATION

The Organizer reserves the right to disqualify: -

- a) Any submissions in the above-mentioned terms and conditions in the event that; the submission of any photo(s), screenshot(s) and/or image(s) relevant are manipulated, blur, unclear, and/or containing inappropriate content, including but not limited to vulgarity, obscenity, lewd, pornographic or violent material, or materials which promote violence or which disparages the Organizer or any other person or entity, or contain trademarked or copyrighted material.
- b) Any entry which the Organiser considers to have been made in breach of this Contest terms and conditions.