

Terms and Conditions

1. Contest

This Goodday x Etika TikTok Shop Top Spender Contest (“**Contest**”) is organised by Etika Sdn. Bhd. (Co. No. 197401000305 (17296-P)) (“**Organiser**”) a company incorporated in Malaysia and having its principal place for business at Unit L01, East Wing Level 1, Quattro West, No.4, Lorong Persiaran Barat, 46200 Petaling Jaya, Selangor Darul Ehsan. The mechanics of this Contest are explained below. By participating and entering into this Contest, you (“**Participant**”) agree to be bound by the terms and conditions set out herein or as may be amended from time to time by the Organiser.

2. Eligibility

2.1 The Contest is open to any person who fulfils the following criteria :

- (a) Citizen of Malaysia; and
- (b) Aged 18 years and above in the year of 2024; and

2.2 The following person(s) shall not be eligible to participate in the Contest :

- (a) Employees of the Organiser and their immediate family members;
- (b) Employees of the Organiser’s affiliates and/or related companies and their immediate family members;
- (c) Business partners, suppliers/distributors of the Organiser; and
- (d) Promotion/advertising/public relations agencies involved in the Contest.

3. Contest Period

3.1 The Contest Period shall start at 00:00:00 on 7 October 2024 and shall close at 23:59:59 on 30 November 2024 (“**Contest Period**”). Any Contest entries received outside the Contest Period shall automatically be disqualified.

3.2 The Organiser reserves the right to amend the Contest Period (“**Amended Period**”) at any time without any prior notice to any party. Any Contest entries received outside the Contest Period or Amended Period (if any) shall be rejected automatically.

4. Participating Channels

4.1 The contest is exclusive to all purchases made specifically from Etika the Organiser’s official and authorised TikTok Shop (www.tiktok.com/@etika_officialstore) that sells the qualifying products (as further described below) in Malaysia Only (“**Participating Channel**”).

5. Qualifying Criteria and Submission of Entries

5.1 To qualify, the Participant must purchase at least **ONE (1) unit GOODDAY CHARGE** (either a carton or a pack) (“**Qualifying Products**”) in one transaction from the Participating Channel:

5.2 All purchases must be made from the Participating Channel within the Contest Period or Amended Period (if applicable). Any Entries made outside the Contest Period or Amended Period (if applicable) will not be processed and shall automatically be disqualified.

5.3 All purchases made during the Contest Period shall automatically be enrolled into this Contest, no manual participation is required to be made on the part of the Participant. For the avoidance of doubt, only purchases which complies with the requirements of Clause 5.1 above shall be enrolled successfully.

- 5.4 Any entry/ entries which are incomplete or are found to have been tampered with, or any Participants which are suspected or found to have cheated/hacked/tampered with the Contest entry process in the sole opinion of the Organisers will automatically be disqualified.
- 5.5 All Contest entry will be deemed accepted at the time of transaction and that the Organisers accepts no responsibility for any late, lost and/or misdirected Contest entry/entries for any reason whatsoever.
- 5.6 Each Participant may submit multiple Contest entry/ entries under the same username used for making the purchases provided always that EACH purchase made complies with the requirements of Clause 5.1 above.

6. Contest Prizes

- 6.1 Participants stand a chance to win one of the Contest prizes (“**Prize**”) as below:
 - a.) First Prize: PlayStation®5 Disc Console (Slim) x 1 winner.
 - b.) Consolation Prize: RM200.00 worth of vouchers x 20 winners.

*For the avoidance of doubt, the vouchers shall only be valid for purchases made from (www.tiktok.com/@etika_officialstore).

** the validity of the vouchers shall be until 31st January 2025. All vouchers that remains unutilized as at 31st January 2025 will be forfeited and no further appeals will be entertained.

7. Winner Selection

- 7.1 Top 21 Participants with the highest purchased of products from www.tiktok.com/@etika_officialstore will be selected to win the Prize (provided that the Participant is not disqualified by virtue of Item 3.2 and Item 5).
- 7.2 The Prize winners will be notified directly via the Organiser’s official TIKTOK chat in the TikTok app. The selected Prize winners are required to respond within THREE (3) working days. Where the selected winner has failed to respond within the three (3) working days, the said selected winner shall be disqualified and the Organizer reserves the right to substitute the winner with the subsequent qualified Participant. The Organiser will not be held liable in the event the Prize winner cannot be contacted for any reasons whatsoever.

8. Winner Announcement and Delivery of Prizes

- 8.1 All Prize winners will be announced on the Organiser’s Tik Tok Shop page (www.tiktok.com/@etika_officialstore).
- 8.2 The Prize winner announcement will be made on 1st December 2024. Such date is subject to change by the Organiser at its sole discretion and without prior notice to any party.
- 8.3 All Prizes will be delivered to the Prize winners within 30 working days from the date of the winner announcement. However, in the event of any delay in the delivery due to unforeseen circumstances or any situation beyond the Organiser’s control, the Organiser reserves the right to then arrange for the delivery of the Prizes to the Contest winner in any manner that it deems fit.
- 8.4 All Prizes that remains unclaimed as at 31st January 2025 will be forfeited and no further appeals will be entertained.
- 8.5 The Organiser’s decision in selecting the Prize winner shall be final and no correspondence will be further entertained.

- 8.6 The Organiser reserves the right to substitute any of the Prize with a prize of equivalent value in the event the original Prize offered is, for any reasons whatsoever, no longer available.
- 8.7 The Prizes are non-transferable, non-refundable and non-exchangeable for cash. Prize winners will be responsible for any additional costs, duties, taxes and/or other incidental expenses, which may be incurred as a result and/or related to their acceptance of the Prize.
- 8.8 Each Participant is only allowed to win one (1) Prize through the Contest Period.

9. Personal Data and Privacy Policy

- 9.1 By participating in the Contest, the Participants hereby certifies that all information as provided by them are accurate and that that they have read and understood the Organiser's privacy policy ("Privacy Policy").
- 9.2 The Participants hereby agree and consent to the collection and processing of their personal data in accordance with the Privacy Policy. Kindly refer to the Privacy Policy located at <https://www.etikaholdings.com/privacy>. The Organiser reserves the right to update and amend the Privacy Policy from time to time.
- 9.3 The Participants also further consent for the Organiser and any of its holding, subsidiary or related companies and its service providers, agents and/or contractors who provide administrative and business support to the Organiser and act on the Organiser's behalf ("Authorised Third Parties") to collect and process the Participants' Personal Data as provided pursuant to this Contest. The use of the Participants' Personal Data included but is not limited to the disclosure of the Participants' name to the general public by publishing the Participants' names, photographs and other Personal Data for advertising and publicity purposes without compensation or any other payment to the Participants.
- 9.4 The Participants shall be subject further to the applicable terms and conditions of TikTok's platform.
- 9.5 Only successful and completed purchases made from www.tiktok.com/@etika_officialstore shall be qualified as successful Contest entry. Purchases or part of the purchases which have been cancelled or refunded shall not be treated as qualified entry/entries.

10. Other Terms and Conditions

- 10.1 By participating in the Contest, Participants are taken to have read, understood and agreed to be bound by the Contest Terms & Conditions. The Organiser reserves the right to vary and/or delete any of the Contest Terms & Conditions at any time without prior notice to any party and the Participants hereby agree to be bound by such variation and/or deletion.
- 10.2 The Organiser reserves the right to, at its sole discretion, modify the Contest mechanism, vary, withdraw, suspend or terminate this Contest at any time at its sole a without prior notice to any party. For the avoidance of doubt, any variation, withdrawal, suspension or termination of the Contest or any part thereof shall not entitle the Participants to any claim of any compensation against the Organiser (in cash or in kind) for any expenses, loss or damage suffered or incurred by the Participants as a direct or indirect result of the act of variation, withdrawal, suspension or termination.
- 10.3 Any Terms and Conditions applicable to this Contest which is illegal, 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 hereof.
- 10.4 By participating in the Contest, all Participants agree to defend, indemnify and hold the Organiser harmless from and against any suits, claims, losses, damages and expenses, including reasonable legal

fees arising from or in connection with the Participant's participation in the Contest and his/her acceptance, redemption or use of any of the Contest Prizes.

11. Disclaimer of Liability

11.1 The Organiser will not be responsible or liable for any loss or damage of whatsoever nature suffered by the Participants in connection with the Contest (including the Participants' failure to participate in the Contest), which may occur or arise as a result of the following events:

(a) Any delay and/or failure in receiving and sending the Contest Entries as a result of any network, communication or system error, interruption and/or failure or outage caused by the participating internet service provider, or the uploading of any materials related to the Contest; and

(b) Any technical error (including error in notification of Contest Winners), omission, interruption, deletion, defect, delay in operation or transmission, internet line failure, the theft, destruction of, and/or unauthorized access to the Contest Entries, or any malfunction of any computer hardware or software whether or not the same is due to viruses, bugs or other causes beyond the Organiser's control.

11.2 All Participants shall assume full liability and responsibility for any costs incurred due to any accident, injury, damage or claims whether directly or indirectly caused by their participation in the Contest, attending publicity programs or prize presentation ceremony (if applicable) and from the redemption/usage of the Contest Grand Prizes. To the extent permitted by law, the Organiser shall have no liability to the Participants in any respect whatsoever.

11.3 The Organiser makes no representation and/or warranties with respect to any Contest Prizes, including but not limited to the merchantability, quality or their suitability of the Contest Prizes for any purpose.