### **Terms and Conditions**

This Campaign / Promotion / Contest ("Event") is organized by Eco-Shop Marketing Bhd ("Organizer") subject to the terms and conditions stipulated herein:

# 1. Eligibility

- 1.1. The Event is open to the following:
  - 1.1.1. All Malaysians or permanent residents of Malaysia;
  - 1.1.2. Aged eighteen (18) and above; and ("Eligible Participant")
- 1.2. The terms and conditions applicable for the use of content and/or service in relation to the Event shall apply to the Eligible Participant. Failure to comply with any applicable terms, conditions, rules, regulations, instructions, or methods shall result in disqualification from the Event.
- 1.3. Employees, immediate families, its affiliated and/or related companies, distributors, dealers, advertising and promotion agencies of the Organizer are not allowed to participate in this Event.

### 2. Event Period

- 2.1. Any entries submitted out of the Event Period will automatically be disqualified. The Organizer shall not be responsible for entries that are not received nor processed for whatsoever reason.
- 2.2. The Organizer shall retain the right to shorten, change, revise or amend the Event Period without any prior notice.

#### 3. Winner Announcement and Prizes

- 3.1. The Winners of this Event will be announced on Eco-Shop social media platform (Instagram and Facebook) within Ninety (90) working days after the Event Period ends ("Winner Announcement"). The Winners will be contacted by the Organizer to attend a prize ceremony (if any) or prize redemption method (whether by self-collection or via delivery) based on the contact information supplied during the submission process.
- 3.2. In the event that the shortlisted Winner cannot be contacted after three (3) attempts for three (3) consecutive days (during working hours, Monday to Friday) the Organizer reserves the right to disqualify the Winner's eligibility and shall select the next qualified Participant as the Winner which may be selected in accordance to the absolute discretion of the Organizer. The winner who is disqualified and/or whose Prize has been forfeited or unclaimed shall not be entitled to any payment or compensation from the Organizer.
- 3.3. The Prize is subject to availability and the Organizer shall be entitled to replace the prizes with other prizes of the same value at its sole and absolute discretion without giving notice to the Winners. To the extent permitted by law, the Prizes are given out on

as-is basis and the Organizer, its agencies, affiliates, sponsors and their representatives shall not be liable for any defects or misuse of the prizes, or to any claims, liabilities, losses or damages in connection with this Event.

- 3.4. Eligible Participants/Winners are required to provide valid identification documents (Malaysian identification card) during or prior to prize redemption for the Eligible Participant/Winner verification process. Proof of Purchase which is faded, damaged, etc. will be deemed invalid and will be disqualified.
- 3.5. Subject to clause 3.3, the Organizer shall ensure that the Prize will be delivered to the winners within Ninety (90) working days after the Winner Announcement.
- 3.6. Unless otherwise stated, the Organizer shall not be liable for any transportation costs in connection with the redemption and/or delivery of the prize. Any additional costs, duties, taxes and/or incidental expenses, costs, fees or charges imposed in respect of the prize collection are solely borne by the Winner.
- 3.7. Winner that requires a representative to claim their prize on their behalf must ensure that their representative provides a letter of authorization issued by the Winner, a copy of the Winner's valid identification document, and the representative's valid identification document.

## 4. Prize Defects and Replacement Policy

- 4.1. In the event that winner receives a prize that is defective, the winner is obligated to notify the Organizer in writing within seven (7) days from the date of receipt of the prize.
- 4.2. Upon receiving notification of a defective prize, the Organizer reserves the right to request additional proof from the winner to substantiate the claim. Such proof may include, but is not limited to, photographs, videos, or written statements detailing the defect. The winner must provide this additional proof within a reasonable timeframe, as specified by the Organizer following the request.
- 4.3. If the initial proof provided by the winner is deemed not sufficiently persuasive by the Organizer, and if the winner insists on a replacement, the Organizer may, at its sole discretion, require the winner to personally bring the allegedly defective prize to the Organizer's designated office for further inspection, at the winner's expense.
- 4.4. Once the claim is verified, the Organizer will, at its sole discretion, arrange for a replacement of the defective prize. The form of replacement, whether identical to the original prize or an alternative of equal, will be determined by the Organizer.
- 4.5. Any claims regarding the defective nature of the prize that are submitted beyond the aforementioned seven (7) day period will not be considered, and such claims will be deemed waived by the winner. The Organizer will not entertain, review, or respond to any late submissions concerning defective prizes. Furthermore, failure to provide the requested additional proof within the specified timeframe will result in the claim being voided. The Organizer will not entertain, review, or respond to any late submissions concerning defective prizes.

## 5. Exclusion of Liability

- 5.1. The Organizer will use reasonable efforts to ensure the prize is dispatched to the correct address as provided by the Winner. In the event the prize is lost, damaged, or undelivered due to our dispatch errors, we will attempt one re-delivery or provide an alternative arrangement for prize collection. However, if the prize is undelivered due to incorrect or incomplete recipient details provided by the Winner, the prize may be forfeited unless an updated address is provided within five (5) days.
- 5.2. In no event shall the Organizer, its related and affiliated corporations, sponsors, agencies and representatives be liable to the Eligible Participant or to anyone else for:
  - 5.2.1. any loss or injury or any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever, whether in contract, negligence or in tort, arising out of or in connection with the Event, including (without limitation) any deferment, cancellation, delay or changes of the prizes;
  - 5.2.2. any loss or damage of whatsoever nature suffered by the Eligible Participant or such other party as a result of participation or non-participation in the Event or as a result of any act or omission on the part of the Organizer, its related and affiliated corporations, sponsors, agencies and representatives; and
  - 5.2.3. any default of its obligations under the Event due to any force majeure event which includes but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, pandemic, epidemic or any event beyond the reasonable control of the Organizer.
- 5.3. For online Event, the Organizer, its related and affiliated corporations, sponsors, agencies and representatives shall not be responsible or liable for:
  - 5.3.1. any problem, damage or loss of whatsoever nature suffered by any party due to any delay and/or failure in the Event process due to browser errors as a result of any network, communication or system error, interruption and/or failure experienced by participating website service providers and/or resulting from participation in the Event howsoever arising;
  - 5.3.2. any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, destruction, alteration of or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server malfunctions, virus, bugs, human or technical error or other causes outside its control; and
  - 5.3.3. any other errors, acts or omissions whatsoever by the participating browser service providers.
- 5.4. The Organizer reserves the right at any time to replace any Eligible Participant and/or Winner subsequently found to be disqualified for any reason.

### 6. Disqualification

Without prejudice to any right which the Organizer may have in law, the Organizer reserves the right at its sole discretion to disqualify any Eligible Participant(s) and/or forfeit any reward from the Eligible Participant who:

- a. the Organizer determines to be tampering with the entry process or the operation of the Event, or to be acting in breach or potential breach of this Terms and Conditions; or
- b. the Organizer believes has undertaken fraudulent practice and/or activities or other activities harmful to this Event or the Event submission process. Fraudulent activities are deemed to include but not be limited to any act of deceit and/or deception and/or cheating.

# 7. The Organizer's Decision

All decisions made by the Organizer relating to or in connection with the Event including and without limitation, the process and manner the entries are judged shall be final and no appeal, objection, query or correspondence shall be entertained.

## 8. Rights of the Organizer

- **8.1.** By participating in this Event, Eligible Participant agrees to be bound by these terms and conditions and consent to allow his/her personal data being collected, processed and used by the Organizer in accordance with the Organizer's Privacy Notice at <a href="https://www.eco-shop.com.my/privacy-policy">https://www.eco-shop.com.my/privacy-policy</a> ("Privacy Notice").
- 8.2. Subject to the Privacy Notice, by participating in this contest, each Eligible Participant agrees that all details submitted pursuant to this Event, including without limitation personal data/information being collected, processed and used by the Organizer for:
  - 8.2.1. The purpose of this Event such as marketing and promotional activities conducted in such manner as the Organizer sees fit nationwide or worldwide in any media including without limitation to the internet, without further express consent from, and payment or consideration to the relevant Eliqible Participants.
  - 8.2.2. Marketing and promotional activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interview material as well responses and related photographs.
- 8.3. The Winner expressly grant permission to the Organizer and its agencies or partners to use the winner's name, photograph and/or likeness for purposes of advertising, editorial, promotional, marketing, trade and/or other purposes without further compensation and notice.

## 9. General Terms

- 9.1. The Organizer reserves the right to cancel, terminate or suspend the Event without any prior notice and reason. For the avoidance of doubt, any cancellation, termination or suspension by the Organizer of this contest shall not entitle the participant to any claim or compensation against the Organizer for any or all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- 9.2. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the contest, these Terms and Conditions shall prevail.
- 9.3. This Event can only be used for single transaction, and cannot be bundled with other ongoing promotions.

- 9.4. This Event cannot be stacked with other voucher, or promotion codes.
- 9.5. This Event is non-refundable and cannot be exchange for cash.
- 9.6. For any enquiries, please contact the Organizer at 07-94705502 or Whatsapp 012-781 8900 from Monday to Friday (excluding public holidays), (8.30AM 5.30PM)
- 9.7. The Terms and Conditions stated herein shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

[END]

#### **PROMOTION TERMS & CONDITIONS**

## 1. Gift with Purchase (GWP)

- **1.1.** Customers must be Eco-App members and make a minimum purchase of RM60\* in a single receipt to qualify for a free gift.
- 1.2. Free gifts are subject to availability on a first-come, first-served basis, while stocks last. They are non-transferable, non-exchangeable, and cannot be redeemed for cash or any other items.
- 1.3. The promotion is not applicable to past purchases or combined receipts.
- 1.4. Eco-Shop reserves the right to substitute the free gift with another item of similar value without prior notice.
- 1.5. Eco-Shop reserves the right to modify or cancel this promotion at any time without prior notice.

## 2. Purchase with Purchase (PWP)

- 2.1. Customers who make a minimum purchase of RM20\* in a single receipt (excluding PWP items) are eligible to purchase selected PWP items at RM2.00 (WM) / RM2.20 (EM).
- 2.2. Limited to two (2) PWP items per receipt.
- 2.3. This promotion applies only to products specified in the promotional materials.
- 2.4. PWP items are non-refundable or exchangeable unless proven to be defective.
- 2.5. Eco-Shop reserves the right to modify or cancel this promotion at any time without prior notice.

### 3. Product Hero

- 3.1. Purchase two (2) identical participating items and enjoy the second item at RM2.20 (WM) / RM2.40 (EM).
- 3.2. This offer is valid for items of the same brand unless stated otherwise.
- 3.3. The promotion is applicable only during the specified promotional period.
- 3.4. For returns involving items under this promotion, customers must also return the second item purchased at a discounted price.
- 3.5. Eco-Shop reserves the right to modify or cancel this promotion at any time without prior notice.

## 4. Promosi 4 Hebat

- 4.1. Eco-App members who purchase any four (4) participating products will earn 250 reward points.
- 4.2. Purchases exceeding 80 items in a single receipt may be split into two (2) receipts to earn additional points.
- 4.3. Reward points have no cash value and cannot be redeemed for cash.
- 4.4. Eco-Shop reserves the right to modify or cancel this promotion at any time without prior notice.

#### 5. Monthly Promotion (Promosi Bulanan)

- 5.1. This promotion applies only to specific brands and products listed under the campaign.
- 5.2. For returns of items purchased under this promotion, the customer must also return any item that was purchased at a reduced price.
- 5.3. The promotional prices are only valid for purchases made during the campaign period and are not applicable to pre-orders or backorders
- 5.4. Eco-Shop reserves the right to modify or cancel this promotion at any time without prior notice.

## 6. Top Spender

- 6.1. This contest is open exclusively to registered members of Eco-Shop.
- 6.2. Participation in the contest is automatic upon making qualifying purchases within the contest period.
- 6.3. The contest will be held during the designated campaign period as specified by Eco-Shop.
- 6.4. Eco-Shop reserves the right to modify or extend the contest period at its sole discretion.
- 6.5. Winners will be determined based on the highest total spending accumulated within the campaign period.
- 6.6. All purchases made at Eco-Shop outlets and through official online platforms will be considered, except for bulk purchases.
- 6.7. Any single transaction amounting to RM500 and above will be classified as a bulk purchase and will not be counted towards the contest.
- 6.8. Only purchases made in a single receipt will be considered for the contest.
- 6.9. The total number of winners and prizes are subject to change at the discretion of Eco-Shop.
- 6.10. Eco-Shop reserves the right to amend, modify, or terminate the contest and its terms and conditions at any time without prior notice.
- 6.11. All prizes are non-exchangeable, non-transferable, and cannot be redeemed for cash or any other alternatives.
- 6.12. Eco-Shop reserves the right to disqualify any participant who is found to be in violation of the contest terms or involved in fraudulent activities.
- 6.13. By participating in the contest, participants agree to be bound by these terms and conditions.

#### 7. General Terms & Conditions for All Promotions

#### 7.1. Eligibility

All promotions are open to customers who meet the specified criteria. Promotions are not applicable to wholesale or bulk purchases unless stated otherwise.

### 7.2. Fair Usage

Eco-Shop reserves the right to refuse participation to customers suspected of misuse, abuse, or exploitation of the promotions.

#### 7.3. Limitation of Liability

Eco-Shop is not responsible for any loss, damage, or delay resulting from participation in these promotions.

## 7.4. Force Majeure

Promotions may be suspended or terminated in the event of circumstances beyond Eco-Shop's reasonable control, including but not limited to natural disasters, strikes, or regulatory changes.

## 7.5. Final Decision

Eco-Shop reserves the right to interpret, modify, or terminate these promotions at its sole discretion. All decisions made by Eco-Shop are final and binding.