

## **“WHAT’S MY ULTIMUNE STRENGTH?” GIVEAWAY BY SHISEIDO (TERMS & CONDITIONS)**

### **ORGANISER & ELIGIBILITY**

1. “What’s My Ultimune Strength?” Giveaway by Shiseido [“Giveaway”] is organised by Shiseido Co. Ltd. [“the Organiser”] and is open to all Malaysian residents aged 18 and above.
2. Employees of the Organiser [including its affiliated and related companies] and their immediate family members [children, parents, brothers, and sisters, including spouses] shall not be eligible to participate in this Giveaway.
3. This Giveaway is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.
4. This Giveaway will be governed by the following terms and conditions (the "Terms"). Entrants agree that they have read and understood these Terms by their participation in the Giveaway and will be bound by the Terms.

### **JOINING THE GIVEAWAY & GIVEAWAY PERIOD**

5. This Giveaway will run from 1<sup>st</sup> July – 20<sup>th</sup> August 2019 [“the Giveaway Period”]. The Organiser reserves the right to amend the Giveaway Period, mechanics, and prizes at any time. All entries received outside the Giveaway Period will be disqualified.
6. To participate in this Giveaway, participants must go through the following steps:
  - I. Play the interactive video on the microsite.
  - II. Receive their result (Ultimune strength).
  - III. Provide the personal information required in the form.
7. Participants may enter as many times as they wish but only one prize will be awarded per participant.

## **WINNER SELECTION, GIVEAWAY PRIZES, & WINNER ANNOUNCEMENT**

8. The winners will stand a chance to win one personalised Shiseido sample (selected based on the winner's Ultimune strength) and one 3-day sample kit of Shiseido Ultimune Power Infusing Eye Concentrate.

9. The personalised Shiseido samples are listed below:

- I. Shiseido Perfect UV Protector sample
- II. Shiseido Ever Bloom Eau De Parfum sample
- III. Shiseido Benefiance Wrinkle Smoothing Cream sample
- IV. Shiseido Translucent Loose Powder sample

The personalised Shiseido sample will be given to the winner based on their result (Ultimune strength). The personalised Shiseido sample is not exchangeable for another.

10. Prizes will be awarded while stocks last during the Giveaway Period.

11. Winners will be contacted via personal email where mode of prize redemption will be arranged. The organiser will not be held responsible should there be any error, delay, or defect in notification via the email and/or telephone to the winners.

## **ORGANISER RIGHTS**

12. The Organiser shall reserve the right at its absolute discretion to substitute any of the prizes with that of similar value at any time without prior notice. All prizes are given on an "As Is" basis and prizes cannot be transferred and are not exchangeable for cash, credit, other items, or voucher, in part or in full.

13. Participants and winners will bear in full and be responsible for any liabilities, unexpected incidents, injuries, malfunctions, claims, or accidents (including death) that were caused by them entering this Giveaway or during their redemption and/or usage of Giveaway prizes and they agree to relieve the Organiser and its agencies from any claims be it for any forms of injuries, accidents, loss of life, or economical losses and others.

14. The Organiser reserves the right to use the names and/or photographs of the winners as materials for the purposes of advertising, trade, and/or publicity, without any prior notice to the winners and the winners shall not be entitled to claim ownership or other forms of compensation on the materials.

15. All materials uploaded or submitted must be original and shall not breach any intellectual property rights belonging to any party. The participants shall not pose, distribute, reproduce, or submit in any way whatsoever, any scripts and videos containing any intellectual property rights, including but not limited to copyrights, or other proprietary information owned by another party without obtaining the prior written consent of the owner of such intellectual property rights or proprietary information. If you believe that your work has been copied and posted on in a way that constitutes an intellectual property infringement, please contact the Organiser.

16. The Organiser's decisions are final with respect to any aspect of the Giveaway, including without limitation, the determination of the winners.

17. The Organiser, in its sole discretion, reserves the right to modify this Terms & Conditions without any prior notice, if required for the smooth running of the Giveaway.

18. Posting of any illegal or prohibited content as stated in below list by the participant may, in the Organiser's sole discretion, result in termination of participation in addition to the disqualification of participation. Prohibited content includes, but is not limited to, contents which, in the Organiser's sole judgment:

- I. is offensive to the online community, such as content that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- II. include ingredients that are offensive to other religious practices and/or competitive products that appear in the photographs;
- III. harasses or advocates harassment of another person;
- IV. includes any information that [1] the participant knows is false or misleading, [2] promotes illegal activities or conduct that is abusive, or [3] is threatening, obscene, defamatory, or libellous;
- V. displays obscene, pornographic, or sexually explicit material of any kind;
- VI. includes material that exploits people in a sexual or violent manner;
- VII. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.

## **DATA PROTECTION**

19. By participating in this Giveaway and/or providing your personal data to the Organiser, you warrant and represent that you have read and understood the Privacy Policy enclosed to these Terms & Conditions and you consent to the Organiser's processing of your personal data in accordance with said Privacy Policy. You agree to indemnify, defend, and hold the Organiser harmless against any loss, damages, costs, claims, actions, or liabilities occurring due to your breach of the aforesaid warranty and representation.

20. For the purpose and as permitted by applicable data privacy laws, your personal data in which you have provided to the Organiser in your application to participate in "What's My Ultimune Strength?" Giveaway by Shiseido will be recorded, stored, or otherwise processed for purposes relating to the administration of the Giveaway and for related advertising, publicity, marketing, and our other legitimate business purpose.

21. The Organiser has taken the relevant cautionary and security measures to ensure the safekeeping of all the Participants' personal data and requires all third-party data processors to comply to the same measures. Please note, however, that the Organiser can present the Participants' personal data should it be required to do so by the law or by a search warrant, subpoena, or court order.