

Garden of EDEN Know Your Skin Contest

TERMS AND CONDITIONS

1. By participating in the **Garden of EDEN Know Your Skin (“Contest”)** organized by Maxwell Pharma Sdn.Bhd. (the **“Organizer”**), the Contestant is agreeing to be, and shall be, bound by these terms and conditions (**“Terms”**) and all amendments, additions, replacements and modifications hereto as may be made from time to time by the Organizer. For the purposes of these Terms, **“Contestant”** means a person who participates in the Contest.

2. Eligibility

a. The Contest is open to all residents of Malaysia holding a valid Malaysia identity card or passport.

b. Any entry submitted by a Contestant who is not resident in Malaysia holding a valid Malaysia identity card or passport shall be deemed invalid.

c. A Contestant is to purchase any Garden of EDEN products at any location outlet (online OR offline)

e. If any of the Contestants are under the age of 18 years, the Contestant must obtain the consent of his/her parent or legal guardian, their acceptance of these Terms and their agreement to take responsibility for (i) the Contestant’s actions; (ii) any charges associated with the Contestant’s use of any of the content provided, if any; and (iii) the Contestant’s acceptance and compliance with these Terms prior to participation in the Contest. The Organizer considers it the responsibility of parents and/or guardians to monitor their children/ward’s participation in this Contest. The Organizer reserves the right to require proof of parental/guardian consent should the winner be under the age of 18 years. If the Contestant does not have consent from his/her parent(s) or legal guardian(s), the Contestant must not take part in the Contest.

f. Any person who is:

- An employee of: (1) the Organizer and its subsidiaries; and (2) principal sponsors where applicable, and other entities related to

the Contest and their respective parent companies and/or related corporations; and/or

- Involved in the development, production and distribution of materials for the Contest, and the immediate family members of, or individuals who reside in the same household as, such aforementioned persons, are NOT eligible to enter or participate in the Contest.

3. Disqualification

a. The following entries will be disqualified:

(i) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or

(ii) entries that violate the Terms and Conditions, any applicable laws and/or regulations.

b. In addition, the Organizer reserves the right to disqualify any Contestant that:

(i) undermines, has or attempted to undermine the operation of the Promotion by fraud, cheating or deception; and/or

(ii) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by the Organizer when requested.

c. In the event of a disqualification after a Prize has been awarded; the Organizer reserves the right to demand for the return of the Prize or payment of its value from the disqualified Contestant.

4. Contest Period

The Contest Period will run from **5th January 2024, 12:00am to 5th April 2024, 11:59pm** (“**Contest Period**”). The Organizer reserves the right to amend the Contest Period at any time without any prior notice. All entries received outside the Contest Period will not be entertained.

5. How to participate

Step 1: Purchase any Garden of EDEN product from any store or pharmacy (online or offline)

Step 2: Share your creative content on how your Garden of EDEN product has helped you on your skin journey on IG/Tiktok

Step 3: Tell us one (1) thing or more what you love about yourself together with your product review & tag #DiscoveringMe #EDENSkinJourney #KYS

6. Prizes

- 1) RM50 Touch n’ Go e-wallet credit x 20
- 2) Garden of EDEN Self-Care Kits x 10 sets worth RM300 each)

7. Winners

a. The Organizers’ decision with respect to this Contest or any part thereof shall be final and binding and no correspondence (verbal or written) shall be entertained. The Organizer shall not be obliged to give any reasons or enter into any correspondence with any person(s) on any matter concerning the Contest.

b. Winners will be notified on Garden of EDEN’s social media (Tiktok & Instagram) or by any other means of communication deemed fit by the Organizer based on the particulars provided during registration. All notification or communication given to the Contestant if: (i) communicated through any print or electronic media as the Organizer may select will be deemed to be notified to the Contestant on the date of publication or broadcast; or (ii) sent by post will be deemed to be received by and/or notified to the Contestant on the day following such posting. Subject to the foregoing, the Organizer will not be liable in the event that the winner(s) do(es) not receive the notification for any reason whatsoever.

- c. All prizes will be given out after the end of the Contest Period. All prizes must be claimed from the Organizer by the winners personally within 15 days from the date of notification in accordance with these Terms. Prizes not collected within the stipulated time period will be forfeited.
- d. The Organizer will not be held responsible for any failure, technical glitch or delay in the winners' announcement.
- e. The Organizer shall reserve the right and shall have absolute discretion to substitute any of the prizes with other prizes of similar value, at any time without prior notice. The values of the prizes are correct at the time of printing. Prizes are non-transferrable, non-refundable and non-exchangeable for cash, credit or any benefit in-kind.
- f. The Organizer shall not be liable in any way with regards to the quality and the suitability of the offered prizes.
- g. All winners must abide by the terms and conditions attached to the prizes, if any. The Organizer shall not be held responsible for any loss or damage to the prizes during delivery to the winner(s).
- h. When claiming the prize, the winner is required to present him/herself at the prize redemption location deemed fit by the Organizer and show the Organizer's officer his/her original identification card, contact number and registered email address for verification. The Organizer is entitled to reject the winner's claim to the prize if the Contestant does not agree to these conditions. For all prize winners below 18 years old, both the prize winner and his/her parent or legal guardian shall be required to sign such forms as prescribed by the Organizer required for compliance with these Terms.
- i. In special situations and subject to the absolute discretion of the Organizer, a winner may nominate a designated representative to collect his/her prize. A written authorization and identification documents for both the winner and their representative will be required.

8. Rights of the Organizer

- a. The Organizer reserves the right to modify, suspend or cancel this Contest in the event that the Contest: (i) becomes incapable of running as planned; or (ii) is subject to technical interference or corruption, including but not limited to any infection caused by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Organizer.
- b. The Organizer reserves the right, in its sole discretion, to disqualify any Contestant that is found or suspected to be tampering with the Contest submission process or the operation of this Contest.

9. Liability & Responsibility

- a. Contestants shall assume full liability and responsibility in the event of any liability, mishap, injury, loss, damage, claim or accident resulting from their participation in this Contest, redemption and/or usage of the prizes.
- b. All costs, fees and/or related expenses that are incurred during the participation in this Contest and/or during the redemption of the prizes are the sole responsibility of the winner/Contestants.

10. Severability

The invalidity or unenforceability of any of the provisions in these Terms shall not adversely affect or impair the validity or enforceability of the remaining provisions of these Terms.

11. Variation

The Organizer reserves the right to terminate the Contest for any reason, without notice, at any time. The Organizer may by notice through email or by such other method of notification as the Organizer may designate, vary these Terms, such variation to take effect on the date we specify no less than 7 days from the date of the notice. If you do not write to us to withdraw from the Contest after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must write to us to withdraw from the Contest and terminate these Terms. The Organizer's right to vary these Terms in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms.

12. Additional Terms:

- a. For further enquiries, please contact our Maxwell Pharma Consumer Careline at +603-7886 2223 or email us at hello@goeskinicare.com
- b. This Agreement shall be governed by, and construed in accordance with the Laws of Malaysia and the Contestant hereby submits to the exclusive jurisdiction of the courts of Malaysia.
- c. A person or entity who is not a party to these Terms shall have no right under the Contracts Act 1950 of Malaysia or other similar laws to enforce any of these Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.
- d. In the event of a breach of these Terms by the Contestant, the Organizer's failure to enforce these Terms shall not constitute a waiver of these Terms, and such failure shall not affect the right later to enforce these Terms. The Organizer would still be entitled to use its rights and remedies in any other situation where the Contestant breaches these Terms.

13. Notice Under The Personal Data Protection Act 2010:

This written notice ("Notice") serves to inform you that your personal data is being processed by or on behalf of Maxwell Pharma Sdn. Bhd. ("Maxwell Pharma" or "we" or "us")

Further, by participating in this Contest, you hereby consent to the processing of your personal data by Maxwell Pharma in the manner as specified in this Notice.

We shall be processing the personal data that you have provided us with, such as your name, National Registration Identity Number, contact number, address and any other information that we have requested from you in this Contest.

Maxwell Pharma will be processing your personal data, including any additional information you may subsequently provide to Maxwell Pharma, for the purposes of the Contest and contacting you (if necessary).

The personal data that you provide us may be disclosed to our service provider(s) for the aforementioned purposes. The service provider(s) include(s) the appointed vendor(s) organizing, managing or operating the Contest. You are responsible for ensuring that the personal data you provide us is accurate, complete and not misleading and that such personal data is kept up to date.

You may access and request for correction of your personal data and/or limit the processing of your personal data, or make any enquiries or complaints in respect of your personal data, by emailing us at hello@goeskinicare.com or by post to Customer service, Maxwell Pharma Sdn. Bhd. 23-2, Block B, Zenith Corporate Park, No. 1, Jalan SS7/26, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia.