

Gift & be Gifted– Contest Terms & Conditions

1. Organizer & Eligibility

1. Gift & be Gifted (“the Contest”) is organised by 7-Eleven Malaysia Sdn Bhd (120962-P) (“the Organizer”).
2. The Contest is open to all individual legal residents with a valid identification document who are residing in Malaysia only, aged 18 years old and above on 18th April 2022, except for those stipulated in paragraph 1.3 below.
3. The following group of people shall not be eligible to participate in the Contest:-
 - a) Permanent and/or contract employees of the Organizer (including its subsidiaries and related companies), including but not exclusive to their respective immediate family members, meaning parents, spouses, children and siblings;
 - b) Representatives and/or agents (including advertising agents and contest management agents) of the Organizer, including but not exclusive to their respective immediate family members, meaning parents, spouses, children and siblings.
4. The Contest is valid nationwide in Malaysia.

2. Duration

1. The Contest starts from 18th April 2022 at 12.01am and closes on 5th June 2022 at 11.59pm (“Contest Period”). The Organizer may at its sole and absolute discretion amend the Contest Period at any time without prior notice to any party whatsoever. Unless otherwise varied to the contrary by the Organizer, any participation in the Contest shall be governed by the Term and Conditions set out herein which shall remain in full force and effect at all times. Entries received outside the Contest Period shall automatically be disqualified.

3. How to Participate

1. To participate, Eligible Contestants must comply with each of the following:-

Step 1:

Purchase any gift card at any 7-Eleven stores and keep the original receipt as proof of purchase.

- **Purchase gift card minimum RM10 & above entitles customers to 1 contest entry**
- **Purchase gift card minimum RM50 & above entitles customers to 2 contest entries**
- **Purchase gift card minimum RM100 & above entitles customers to 3 contest entries**

Step 2:

1. **Scan the QR code or WhatsApp 018-3711920 to submit the contest entry.**
2. Each original receipt is valid for one submission, duplicate or photocopy receipts will not be accepted.
3. Participating GiftCard brands include JOOX, Spotify, SONY Play Station, Netflix, Riot, Roblox, Starbucks, Zalora
4. List of Reload products in 7-Eleven stores which is eligible for the Contest include:
 1. Joox GiftCard RM14.90
 2. Joox GiftCard RM40.90
 3. Joox GiftCard RM73.90
 4. Malaysia Spotify Premium 6M RM89.40
 5. Malaysia Spotify Premium 1M RM15.90
 6. Malaysia Spotify Premium 3M RM47.70
 7. MY Sony PS Money RM100
 8. MY Sony PS Money RM250
 9. MY Sony PS+ 12M RM159
 10. MY Sony PS+ 3M RM69
 11. Netflix RM100
 12. Netflix RM55
 13. Riot Games RM40
 14. Riot Games RM70
 15. Roblox RM125
 16. Roblox RM50
 17. Starbucks Gift Card RM30
 18. Starbucks Gift Card RM50
 19. Zalora Gift Card RM150.00
 20. Zalora Gift Card RM300.00
 21. Zalora Gift Card RM75.00

4. **How to Win and the Contest Prizes**

1. All potential winners for the Prize will be selected randomly according to the compilation of the total entries by the Organizer. Compilation will be done based on the date, time, item(s) purchased and amount spent captured by the Organizer. A total of forty (40) winners will be selected to win the Contest Prize.
2. Winners will be notified via email or WhatsApp and will be required to provide the requested personal details for verification purposes. The Organizer will send a total of three emails or WhatsApp within a 2-week duration (from the date of winner announcement).
 1. First Email / WhatsApp: Winner Notification
 2. Second Email / WhatsApp: Reminder 1
 3. Third Email / WhatsApp: Reminder 2
3. If the selected winner fails to respond to the Organizer's email or WhatsApp, the Organizer reserves the rights to disqualify the selected winner and has full discretion in determining the prize for each winner.

4. Each individual can only win one prize throughout the Contest period.
5. Below are the prizes for the contest:

40 winners – RM500 e-cash voucher in RM20 denomination

**Each winner will receive 25 x RM20 e-Cash Voucher thru the My7E app. In order to receive and redeem these vouchers, winners must install and sign up for My7E. These vouchers are subject to the terms & conditions as stated in the My7E™ app.*

6. All entries must be received by the Organizer within the Contest Period. The winners will be announced/published after four (4) weeks from the end of the Contest period via:
 - (i) 7-Eleven Malaysia Facebook Account
7. The winners of the Contest will be notified via email or WhatsApp for prize collection arrangements, which is subject to the following:-
 - (i) All winners must provide the original Official Receipt for the Contest as proof of purchase and Identification (which includes NRIC, or passport, which displays the full name and a photograph of the Winner) via email for verification upon prize collection. Failing which, the winning entry will be disqualified.
 - (ii) Prize fulfillment will take place within four (4) weeks after winner announcement. For Grand and First prize, all Prizes must be claimed within four (4) weeks from the date of notification from the Organizer's office. Unclaimed prizes will be forfeited after the four (4) weeks period. For Special Prize, all Prizes must be redeemed within the voucher redemption period in the terms & condition stated in the 7-Eleven e-Cash Voucher at My7E™ app.
8. Only Eligible Contestants who fulfill the Contest Mechanism stated above shall be eligible to win the Prize. Incomplete entries and/or Participants that fail to fulfill the Contest Mechanism will automatically be disqualified from the Contest without notice.
9. The Organizer reserves the rights to appoint a third party to conduct the verification of Winners and to fulfill the delivery of prizes. Winners are to agree that the Organizer may provide all necessary information of Winners to such third party to facilitate such service.
10. Identification, which includes NRIC, or passport that displays a photograph of the Winner will be required. The Organizer will not be held liable of non-receipt of Prize or damages caused during the delivery process. No replacement and/or exchange of Prize will be entertained.
11. The Organizer reserves the rights to forfeit Prize of any Winner who does not provide the required details as stipulated in the Contest Terms and Conditions.
12. All Prizes are accepted entirely at the risk of the Winner, and the Organizer excludes all warranties in connection with any Prize to the extent permitted by law.
13. In the event that a Winner chooses not to accept a Prize, they forfeit any and all claims to that Prize, which will be dealt with according to the absolute discretion of the Organizer.

14. In the event the Organizer has a prize giving ceremony, the Winners are required to attend at his/her own cost and expense to collect the Prize. In the event the Winner is not able to attend the prize giving ceremony, the Winner must nominate a representative with authorized letter to be present at the prize giving ceremony to accept the prize on his/her behalf otherwise the Organizer shall re-select the winners.
15. The Organizer reserves the right at its absolute discretion to substitute any of the prizes with alternative prizes of similar value, at any time without prior notice. All prizes are given on an "As is" basis and are not exchangeable or sold for cash, credit, other items or voucher in part or in full and are non-transferable to any other person.
16. The Eligible Contestants and/or winners are fully responsible for any injuries, damages or claims as a result of or arising from their participation in the Contest, usage of their prize and/or collection of their prize. All transportation, accommodation, personal cost and/or any other costs and/or any other related expenses that are incurred to participate in this Contest and/or to redeem the prize are the sole responsibility of the Eligible Contestants and winners.
17. Winners shall 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 prizes.
18. The Organizer reserves the absolute right to disqualify any individual that it determines to be tampering with the entry process or the operation of the Contest or to be acting in breach or potential breach of the Contest's Terms and Conditions.
19. The Organizer's decision on selection of winners is final, conclusive and binding. No correspondence or dispute will be entertained. Unclaimed prizes or unused prizes would not be extended.

5. Liability & Responsibility

1. The Organizer, its related and associated companies, and its agencies and companies associated with the Contest disclaim any and all liability arising from the Contest and will not be responsible or held liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) resulting from any contestant's participation in the Contest, redemption and/or usage of the prize(s), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
2. By participating in the Contest, all Eligible Contestants agree to defend, indemnify and hold the Organizer harmless from and against any suits, claims, losses, damages and expenses, including reasonable legal fees that may be arise from or in connection with the Contest.
3. The Organizer shall not be held liable or responsible for any delay and/or failure in the receipt of entry due to the inability of the respective Internet Service Provider [ISP] company and/ or telecommunication network to provide timely and/or efficient internet and/or telecommunication services.

6. Right of Organizer

1. All entries will be the property of the Organizer and the Eligible Contestants will not claim, use, or exploit the entries for any purpose by any means at any time. By entering the Contest, each Eligible Contestant agrees that the Organizer reserves the right to publish, use the names and/or photographs of the Eligible Contestants and/or winners as material for advertising and/or publicity purposes without payment or prior notice, and further agree that by entering the Contest, the Eligible Contestants and /or the winners waive all rights associated with the image they have submitted for the contest. Eligible Contestants shall not be entitled to claim ownership or other forms of compensation on the materials.
2. By entering the Contest, each Eligible Contestant is deemed to have read, understood all the Terms and Conditions of the Contest and they are fully and unconditionally agreed to be bound by it (as varied or changed). The Organizer reserves the right to amend these Terms and Conditions where necessary for legal, technical or commercial reasons and any such amendments shall be effective on the posting of the Contest website. Please check these terms and conditions regularly to see if there have been any changes.
3. The Organizer reserves the right to modify, suspend or cancel the Contest at any time without prior notice in the event that it becomes not capable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Organizer, despite the best efforts of the Organizer.
4. Any terms and conditions applicable to the 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.
5. Each eligible contestant agrees that he/she has read and understood these Terms and by their participation in the Contest, each eligible contestant agrees to join/correspond with "Contest Manager". Any contest queries related to contest will be related to "Contest Manager".
6. These Terms and Conditions are governed by and construed under the laws of Malaysia.

7. Personal Data Protection Act 2010 ("PDPA")

1. By entering into the Contest all participants of the Contest consent to the use of their personal data by the Organizer for the Organizer's promotional campaigns including but not limited to the running of the Contest and for any events or publicity of the Contest in any form or through any media.
2. By participating in the Contest, the Participant consents for the Organizer to process the Participant's personal data provided in the entry form for purposes of the Contest and including without limitation to use on the Organizer's promotional campaigns.
3. The Organizer will use Personal Information to market and promote the products, goods, or services that are or may be offered by the Organizer from time to time via SMS, phone call, email, fax, mail and/or any other appropriate communication channels.
4. All participants acknowledge receipt of the PDPA Notice by the Organizer as follows:

NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010

(NOTIS DI BAWAH AKTA PERLINDUNGAN DATA PERIBADI 2010)

The Personal Data Protection Act 2010 (hereinafter referred to as the “PDPA”), which regulates the processing of personal data in commercial transactions, applies to the 7-Eleven Malaysia Sdn Bhd (hereinafter referred to as “7-Eleven”, “our”, “us” or “we”) as a data user. For the purposes of this written notice, the terms “personal data” and “processing” shall have the same meaning as prescribed in the PDPA.

Akta Perlindungan Data Peribadi 2010 (selepas ini disebut sebagai “PDPA”), yang mengawal selia pemprosesan data peribadi untuk tujuan transaksi komersial, adalah terpakai terhadap 7-Eleven Malaysia Sdn Bhd (selepas ini disebut sebagai “&-Eleven”, “kami” atau “kita”) sebagai pengguna data. Untuk tujuan Notis ini, terma-terma “data peribadi” dan “pemprosesan” akan mempunyai maksud seperti yang ditakrifkan di dalam PDPA.

1. This written notice (“Notice”) is issued by us and serves to inform you that your personal data is being processed by or on behalf of 7-Eleven.
Notis bertulis ini (“Notis”) bertujuan untuk memaklumkan kepada anda bahawa data peribadi anda sedang diproses oleh atau bagi pihak 7-Eleven
2. The personal data processed by us may include your name, national registration identity card number (NRIC no.), or passport number, contact number, address, occupation, email address, bank account details and any other details that you have provided or may provide us with in the documents as prescribed in paragraph 4 of this Notice or otherwise as well as all other details relating thereto.

Data peribadi yang diproses oleh kami termasuk nama, nombor kad pengenalan, nombor telefon, alamat, pekerjaan, alamat e-mel, butiran akaun bank dan sebarang butiran-butiran lain anda, yang diberikan oleh anda dalam dokumen-dokumen yang dinyatakan dalam perenggan 4 Notis ini atau sebaliknya termasuklah sebarang butiran-butiran lain yang berkaitan dengannya.

3. We are processing your personal data, including any additional information you may subsequently provide, for the following purposes (“Purposes”):
 - (a) running the above Contest;
 - (b) announcing or publicizing the Contest and/or winners of the Contestorsuch other purposes as may be related to the foregoing.

Kami sedang memproses data peribadi anda, termasuklah sebarang maklumat tambahan yang anda mungkin berikan kemudian, untuk tujuan-tujuan berikut (“Tujuan-Tujuan”):

- (a) mengendalikan Peraduan di atas;
- (b) mengumumkan atau menghebahkan Peraduan tersebut atau pemenang Peraduan tersebut; atau

bagi tujuan-tujuan lain yang mungkin berkaitan dengan perkara-perkara yang dinyatakan di atas.

4. Your personal data is and will be collected from you and/or from the information you have provided in the documentation that you have provided to us, all application/registration forms that you have been asked to complete, together with any other information that we may obtain about you from oral or written communications.

Data peribadi anda yang diproses oleh kami merangkumi segala maklumat yang terkandung di dalam dokumentasi yang anda berikan kepada kami, semua borang permohonan/pendaftaran yang diminta anda lengkapkan, serta maklumat-maklumat lain tentang diri anda yang kami perolehi dari komunikasi lisan atau bertulis antara kita.

5. You may access and request for the correction of your personal data and to contact us with any enquiries or complaints in respect of your personal data.

Anda boleh mengakses dan memohon untuk mengemaskini atau membuat pembetulan data peribadi anda serta menghubungi kami untuk sebarang pertanyaan atau aduan berkenaan dengan data peribadi anda.

6. In accordance with the PDPA, we may refuse to comply with your request for access or correction to your personal data and if we refuse to comply with such request, we will inform you of our refusal and reason for our refusal.

Selaras dengan PDPA, kami berhak untuk tidak mematuhi permintaan anda untuk mengakses atau untuk membuat pembetulan ke atas data peribadi anda dan sekiranya kami enggan mematuhi permintaan tersebut, kami akan memaklumkan kepada anda tentang kengganannya kami berserta alasan-alasan terhadap kengganannya kami.

7. Your personal data may be disclosed to the subsidiaries or appointed company of 7-Eleven and any governmental and/or quasi-governmental departments and/or agencies, regulatory and/or statutory bodies if requested by them, our auditors, our banks, business partners and/or service providers and any other third party that you have requested or authorized us to disclose your personal data to for the above purposes or for any other purposes for which your personal data was to be disclosed at the time of its collection or any other purposes directly related to any of the above Purposes.

Data peribadi anda mungkin dizahirkan kepada anak-anak syarikat atau syarikat-syarikat berkaitan di bawah 7-Eleven dan semua jabatan dan/atau agensi kerajaan dan/atau kuasi-kerajaan, badan-badan penguatkuasa dan/atau berkanun jika diminta oleh mereka, juru audit kami, bank-bank kami, rakan-rakan perniagaan dan/atau pembekal-pembekal perkhidmatan dan sebarang pihak ketiga yang lain yang mana anda telah minta atau memberikan kuasa kepada kami untuk menzahirkan data peribadi anda untuk tujuan-tujuan yang dinyatakan di atas atau sebarang tujuan-tujuan yang mana data peribadi anda telah dizahirkan pada masa pengumpulannya atau untuk tujuan lain yang mempunyai hubungan secara langsung dengan mana-mana Tujuan-Tujuan yang dinyatakan di atas.

8. Your personal data may be transferred to a place outside Malaysia.
Data peribadi anda mungkin dihantar ke lokasi-lokasi di luar Malaysia.
9. 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.
Anda bertanggungjawab untuk memastikan bahawa data peribadi yang anda berikan kepada kami adalah tepat, lengkap, tidak mengelirukan dan terkini.
10. If you fail to supply to us the abovementioned personal data, we may not be able to process your personal data for any of the Purposes and in the case of an application with us; we will not be able to consider your application.
Jika anda gagal untuk memberikan kepada kami data peribadi yang dinyatakan di atas, kami mungkin tidak boleh memproses data peribadi anda untuk sebarang Tujuan-Tujuan dan dalam perkara berkaitan dengan permohonan anda dengan kami, kami mungkin tidak dapat untuk mempertimbangkan permohonan anda.
11. In the event of any inconsistencies between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail over the Bahasa Malaysia version.
Sekiranya terdapat sebarang ketidakseragaman di antara versi Bahasa Inggeris dan Bahasa Malaysia ke atas Notis ini, maka versi Bahasa Inggeris akan digunakan.

For further enquiries, please contact 03-2142 1136 (Marketing) or email to Marketing <Marketing@7eleven.com.my>