

## Mother's Day Campaign Terms and Conditions

### A. Schedule of Entry Conditions

<b>Organiser</b>	SD Guthrie Berhad (formerly known as Sime Darby Plantation Berhad)
<b>Campaign</b>	Mother's Day "Just Like Mum Campaign"
<b>Campaign Period</b>	This Campaign begins at 00:00:01 on 8 May 2025 and ends at 23:59:59 on 23 May 2025, Malaysian local time GMT +8 (" <b>Campaign Period</b> ")
<b>Entry Eligibility</b>	<p>This Campaign is open for all individuals:</p> <ul style="list-style-type: none"><li>(a) including employees of SD Guthrie Berhad's and its Group of Companies worldwide; and</li><li>(b) aged 18 and above as at the start of the Campaign Period. Participants below the age of 18 shall obtain the necessary consent from their parents/legal guardians before participating in this Campaign and submitting any personal information, and shall furnish such proof of consent should the Organiser requires it.</li></ul> <p style="text-align: center;"><b>("Eligible Participant")</b></p> <ul style="list-style-type: none"><li>(c) Multiple entries are allowed per participant, on condition that each entry submitted corresponds to a separate Instagram and/or Facebook post, and that each participant is only entitled to one prize in this Campaign.</li></ul>
<b>How to Participate/ Entry Method</b>	<ul style="list-style-type: none"><li>(a) Record a short video (maximum 60 seconds) impersonating your mother – her expressions, catchphrases, daily routines, or signature moves.</li><li>(b) Impersonations can be done in any language, but English subtitles must be included in the video.</li><li>(c) The video must be uploaded in your Instagram and/or Facebook account and to tag the Organiser's official Instagram account at</li></ul>

	<p>@sdguthrieinternational (“<b>Official Instagram Account</b>”) and use the hashtag #justlikemom.</p> <p>(d) In the same post, the Eligible Participant should include a caption, a short line about what inspired the impersonation.</p> <p>(e) The video must be original content created by the Eligible Participant and must be in MP4 format.</p> <p>(f) The Eligible Participant must ensure the clarity of the video and audio, editing quality (if any), framing, and overall visual presentation.</p> <p>(g) The Eligible Participant shall ensure that their participating Instagram and/or Facebook account is set to public during the Campaign Period to enable the Organiser to view the participating entries.</p>
<p><b>Winner and Prizes</b></p>	<p>There are ten (10) winners to be selected/ decided by the Organiser at the Organiser’s exclusive discretion and the prize is exclusive giftboxes (“<b>Prize</b>”). The Organiser has the absolute right to replace/ change the Prize at the Organiser’s discretion.</p>
<p><b>Winner Selection</b></p>	<p>To determine the winner, all entries by Eligible Participants who (a) have met the Entry Eligibility and Entry Method; and (b) have been shortlisted by the Organiser based on the highest level of creativity, originality, relatability and entertainment value (all to be determined solely and absolutely) by the Organiser will be considered.</p>
<p><b>Announcement of Winners</b></p>	<p>(a) Winners with valid entries will be contacted via the Organiser’s Instagram private message and the winners shall provide all required information deemed necessary by the Organiser in order for the winner to receive the Prize. The information to be provided includes but is not limited to full name, social media account username, mailing address, email address and contact number. The Prize will be mailed to the mailing address provided by the winner.</p>

	(b) Winners will be announced in the Official Instagram and Facebook account on 30 May 2025.
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**B. ENTRY CONDITIONS**

**1. Introduction**

- 1.1 These entry conditions shall be read, referred to, considered and interpreted in conjunction with the Schedule of Entry Conditions. The entry conditions and the Schedule of Entry Conditions shall be collectively referred to as the “**Terms and Conditions**”. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials for this Campaign, these Terms and Conditions shall prevail.
- 1.2 All capitalizes terms not otherwise defined herein shall have the meaning ascribed to such term in the Schedule of Entry Conditions. A term defined or specified shall have the meaning assigned to it in the Schedule of Entry Conditions and shall also refer to the plurality and vice versa.
- 1.3 The Organiser reserves the right at its sole discretion, without giving any reason and/or notice, and without incurring any liability to anyone, at any time to amend these Terms and Conditions including making substitutions of the Prize, cancelling, terminating or suspending this Campaign. In the event of any changes to these Terms and Conditions, participants agree that their continued participation in this Campaign will signify their acceptance of the Terms and Conditions (as amended).

**2. Eligibility**

- 2.1 If the qualifying age specified in the Schedule of Entry Conditions is below the age of eighteen (18) years, such participant is required to obtain written consent (in the form prescribed by the Organiser) from their parents/ legal guardians before participating in this Campaign and before submitting personal data for the purpose of participating in this Campaign. For the purpose of verification by the Organiser, the evidence of eligibility required to be submitted to the Organiser to participate in this Campaign in relation to this Clause 2, includes without limitation, identification documents and/or written consent from parents/ legal guardians.

**3. Conditions of Participation**

- 3.1 Submission of an entry for this Campaign by an Eligible Participant shall be deemed that the Eligible Participant has understood and agreed to be bound by these Terms and Conditions.

- 3.2 By submitting an entry to this Campaign, the Eligible Participant confirms that he/she has obtained the necessary written consent from all the individuals featured in the video. In the event that an individual featured in the video is below the age of eighteen (18) years (“**Minor**”), the Eligible Participant is required to obtain written consent (in the form prescribed by the Organiser) from the Minor’s parents/ legal guardians before featuring the Minor in the video.
- 3.3 All costs and expenses incurred and/or arising from participation in this Campaign, including without limitation the telecommunications, network, Short Message Service (“SMS”) charges and all other such charges and out of pocket expenses that may be incurred by the Eligible Participant during or in connection with this Campaign shall be borne solely by the Eligible Participant.
- 3.4 Proof of submission of entries is not proof of receipt and the Organiser shall not be liable for any late, delay, lost, damaged and/or undelivered entries. Submission of entries shall be at the Eligible Participant’s sole risk. The Organiser shall not be liable for any errors, omissions, interruptions, cuts, damage, delays, operational or transmission failures, communication line failures, theft or destruction, unauthorized access of any telecommunications network or line, or any technical problems or interruptions to any telecommunications network or line, online computer system, server or service provider, computer equipment, software system, server or service provider, computer equipment, software system, failure of email or receipt of entries due to technical problems or traffic congestion on the internet or power outage.
- 3.5 Eligible Participants are not permitted to use their Campaign entries for reproduction, duplication, recopying, sale, resale, distribution, publication or exploitation for any commercial purpose of products and services provided by the Organiser without obtaining the Organiser’s express and prior written consent. This restriction includes any attempt to incorporate any information from the Campaign into any other directory, product or service.

#### **4. Disqualification**

- 4.1 All entries submitted are subject to verification by the Organiser. The Organiser reserves the absolute right to automatically disqualify unclear or inaudible video, incomplete, illegible, or damaged entries and late entries received after the Campaign Period. Each entry includes but not limited to video, photographs, drawings, text, recordings, any other electronic content which appear in the video submitted by the Eligible Participants for the purpose of this Campaign (collectively hereinafter referred to as the “**Materials**”).
- 4.2 The Organiser, at its sole discretion, reserves the right to reject, cancel or disqualify any entry without prior notice to any party. The Organiser further

reserves the right to cancel an entry if the Eligible Participant fails to comply with these Terms and Conditions.

- 4.3 The following entries and/or Materials (as applicable) will be disqualified:
- (a) entries that are unclear, incomplete, inaudible, duplicate, illegible or incorrect;
  - (b) entries and/or Materials that are not suitable for public access or display and/or contain immoral, obscene, religious/cultural/ political issues or sensitivities, violence, defamation and/or slander, offensive materials that are likely to damage the Organiser's image or tarnish the Organiser's reputation;
  - (c) the entry and/or Materials is not the work/ original content of the Eligible Participant and contains the intellectual property (including moral rights) of another party unless the Eligible Participant has obtained the necessary consent for its use, reproduction and dealings in accordance with these Terms and Conditions of this Campaign (including Clause 9 set out below); and/or
  - (d) the entry violates the Terms and Conditions, any applicable laws and/or regulations.
- 4.4 The Organiser also reserves the right to disqualify any Eligible Participant who:
- (a) tampers, has or attempts to tamper with the conduct of the Campaign by forgery, or fraud; and/or
  - (b) repeatedly submits the same entry and/or send "spam" via the Organiser's Official Instagram Account or any other social media accounts which are no way related to the Campaign.
- 4.5 In the event of disqualification after the Prize has been awarded, the Organiser reserves the right to demand the return of the Prize or payment of its value from the disqualified Eligible Participant.

## **5. Winners and Prizes**

- 5.1 The Organiser has the sole and absolute right to make the final decision on all matters relating to the Campaign including the determination of the winner. The Organiser's decision on all matters relating to the Campaign including judging, evaluation and selection of winners is final, binding and cannot be disputed by any participant and no correspondence, appeals, or objections will be entertained.

5.2 All images or photographs of the Prizes shown in any advertisement, publicity promotions and other materials relating to this Campaign are for illustrative purposes only and may differ from the actual Prizes. The Organiser shall not be responsible for and disclaim any and all liabilities arising from any postponement, cancellation, delay, alteration or modification of the Prizes caused by any other circumstances, unforeseen and/or beyond the control of the Organiser.

## **6. Prizes**

6.1 Prizes will be mailed to the winners by the Organiser to the mailing address provided by the winners.

6.2 The Organiser, its employees, agents and/ or representatives are not responsible for any loss or damage to the Prizes once the Prizes are handed over to the postal service or courier.

6.3 All Prizes are not transferable, assignable or exchanged or redeemed by the winner in any other form or manner other than as specified by the Organiser. Any additional costs not specifically stated in these Terms and Conditions in relation to the Prizes shall be borne by the winner.

6.4 All Prizes are awarded on an “as is” basis. All Prizes shall be used entirely at the winner’s risk and the Organiser makes no warranty or liability in relation to the Prizes to the fullest extent permitted by law.

## **7. General**

7.1 The Organiser, its employees, agents and/or representatives shall not be liable to perform any of their obligations in relation to the Campaign, Prizes and the Terms and Conditions where they are unable to do so due to circumstances beyond their control and shall not be liable to compensate the Eligible Participant in any way whatsoever in such circumstances.

7.2 The Eligible Participant shall not assign any rights or sub-contract any of its obligations hereunder. The Organiser shall be entitled to assign or license all or any part of its right under these Terms and Conditions to any third party as the Organiser may determine at its absolute discretion.

7.3 Any name, trademark or logo used and/or reproduced in any material (including marketing and Campaign materials) in relation to this Campaign, in particular in relation to the Prizes, are the property of their respective owners. This Campaign and the Organiser are not affiliated with, endorsed or sponsored by, the relevant owners, unless otherwise stated, and the relevant owners are not part of the Organiser’s Group of Companies.

- 7.4 The Eligible Participants shall ensure that they remain contactable at all times. If the Organiser fails to contact any winner for any reason whatsoever, the Organiser may at its discretion elect to determine another winner.
- 7.5 The invalidity, illegality or unenforceability of any of these Terms and Conditions shall not affect the continued performance of the remaining Terms and Conditions.
- 7.6 These Terms and Conditions shall be construed, governed and interpreted in accordance with the laws of Malaysia (including any provisions of law as amended, revised or reprinted).

## **8. Publicity**

- 8.1 The Organiser may use, edit, publish, repost any of the Eligible Participants entry content and/or Materials, submitted for the purposes of the Campaign, and the Eligible Participant's name and/or any likeness of the Eligible Participant's entry content and/or Materials, for advertising, publicity and any other contest purposes involving any of the Organiser's products, for an unlimited period worldwide without compensation to the Eligible Participant, and in any media. In this connection, the Eligible Participant hereby provides his/her consent to the Organiser and shall do all things necessary for this purpose if and when requested by the Organiser.

## **9. Intellectual Property Rights**

- 9.1 The Eligible Participant represents that the work/ video created in connection with this Campaign is an original creation and the Eligible Participant has the right to produce and submit the work/ video, and has the right to assign the intellectual property rights in the work/ video to the Organiser.
- 9.2 The Eligible Participant agrees that all intellectual property rights in any content and/ or Materials submitted, made or created by the Eligible Participant in connection with this Campaign and any derivative works arising therefrom shall be automatically assigned to the Organiser upon submission and permanently and unconditionally become the right, ownership and property of the Organiser. The Organiser reserves the right to use and modify the Materials or work in any way it deems appropriate without reference and/or compensation to the Eligible Participant and the Eligible Participant waives all rights in the Materials or work.
- 9.3 The Eligible Participant shall indemnify and keep indemnified the Organiser and the Organiser's Group of Companies and/ or each of their directors, officers, employees, agents and representatives against any liability, costs and expenses suffered or incurred by the Organiser and each of its officers, directors, authorised agents/ servants and employees including, without limitation, reasonable legal fees, arising from or in connection with any demand,

claim or action brought or made against the Organiser based on an allegation that the Eligible Participant's work/ video in connection with this Campaign infringes the rights, including the intellectual property rights, of any third party.

## **10. Instagram and Facebook Terms and Conditions of Use**

- 10.1 Each Eligible Participant: (a) shall be bound by and comply with all of Instagram's and Facebook's terms and conditions of use, and grants Instagram and Facebook complete release of all liabilities which may arise in connection with this Campaign, and (ii) acknowledges that this Campaign is in no way sponsored, endorsed or administered by, or associated with, Instagram and Facebook and that he/she is providing information to the Organiser and not to the Instagram and Facebook.

## **11. Limitation of Liability**

- 11.1 For the avoidance of doubt, the participation of the Eligible Participant in this Campaign is at the Eligible Participant absolute risk. The Organiser, its directors, officers, employees, agents and/or representatives shall not be liable to any Eligible Participant in relation to any loss or damage incurred or suffered by the Eligible Participant including but not limited to indirect or consequential loss or for personal injury suffered by the Eligible Participant arising out of or in connection with the Eligible Participant's participation in this Campaign, as well as the redemption and/or use of any Prizes won.

## **12. Indemnity**

- 12.1 Each Eligible Participant agrees to indemnify, release and hold harmless the Organiser and the Organiser's Group of Companies and/ or each of their directors, officers, employees, agents and representatives from any and all losses, rights, claims, actions, cost, expenses, demands, liabilities, charges or damage (including special, indirect and consequential damages) arising out of or suffered by the Organiser as a result of the Eligible Participant's participation in this Campaign, acceptance of any Prizes and/or use of the Eligible Participant's video entry and/or any similarity of the contents of the Eligible Participant's video entry and/or Materials in connection with this Campaign or breach of the Terms and Conditions.

## **13. Privacy Notice**

- 13.1 Please note that the Organiser requires the personal data of the participant (including but not limited to the mailing address and mobile phone number) to process the participant's entry into this Campaign. Without the required data,



the Organiser will not be able to process the entry and/or any request in relation to the participant's personal data in accordance with this Clause 13.

- 13.2 By participating in this Campaign, the participant has agreed and consents for the Organiser and any of the Organiser's Group of Companies and service providers, agents and contractors who provide administrative and business support and act on behalf of the Organiser (hereinafter referred to as the "**Third Parties**") to process the participant's personal data submitted online for the purpose of this Campaign. This includes disclosing the participant's name to the general public if the participant becomes a winner in a competition or participates in the Organiser's event by publishing the participant's name, photographs and other personal data without compensation for the purpose of advertising and publicity.
- 13.3 By participating in this Campaign, the participant has agreed and consents for the Organiser and Third Parties to also use the participant's personal data for the purpose of contacting and sending marketing and Campaign data or materials regarding the Organiser's products, services, samples, any contest or campaign, event or competition organised by the Organiser.
- 13.4 This Campaign in no way sponsored, endorsed, administered, and/or associated with any social media sites such as Facebook and Instagram. Accordingly, the Eligible Participant shall have no claim of any kind (whether in relation to liability, damage, loss or otherwise) against Facebook and Instagram in relation to (a) this Campaign, its operation, handling, implementation or administration; or (ii) the Eligible Participant's participation in this Campaign.
- 13.5 All data obtained and used in this Campaign is confidential. All personal data collected will be processed in accordance with the Organiser's privacy policy. For detailed description of the Organiser's privacy policy, please refer to <https://www.sdguthrie-international.com/privacy-notice> (hereinafter referred to as "**Privacy Policy**"). The Organiser reserves the right to update and amend this privacy notice or Privacy Policy from time to time. By continuing to communicate with the Organiser, after the Organiser's latest Privacy Policy is delivered or updated in the Privacy Policy website, the participant is deemed to have accepted and agreed to the revisions and updates contained therein.
- 13.6 To the extent permitted by law, the participant has the right to request access to, request a copy of, request to update or amend, the participant's personal data held by the Organiser.
- 13.7 If the Organiser does not receive notification from the participant regarding the processing of the participant's personal data, the Organiser will continue the processing of the participant's personal data and the participant is deemed to have consented of the participant's personal data by the Organiser. The participant may also make a request to access or correct the participant's personal data or withdraw the participant's consent by sending the participant's request in writing to the following address:

Contact Person : Farah Hani Muhamad Naim

Address : SD Guthrie Berhad (formerly known as Sime Darby  
Plantation Berhad)  
Level 6, Main Block, SD Guthrie Tower, No. 2, Jalan  
PJU 1A/7, Ara Damansara, 47301 Petaling Jaya,  
Selangor Darul Ehsan

Email : farah.hani.naim@sdguthrie.com