

# "SOMPO RIDER BERGAYA CAMPAIGN" TERMS AND CONDITIONS

This Sompo Rider Bergaya campaign ("**Campaign**") is organised by Berjaya Sompo Insurance Berhad ("**BSIB**") in accordance with the terms and conditions ("**Terms and Conditions**") stated herein.

## ELIGIBILITY CRITERIA

- 1. The Participant must be residing in Malaysia, aged eighteen (18) years and above, and has purchased a SOMPO Motorcycle insurance policy from BSIB via online channels.
- 2. The following persons are <u>NOT</u> eligible to participate in the Campaign:
  - a) Existing policyholders of SOMPO Motorcycle; or
  - b) Persons who have committed or who are suspected of having committed any fraud, unlawful or wrongful acts in relation to any business conducted with BSIB during the Campaign Period.
- 3. Participants may be required to submit further proof of their eligibility within such timeframe as may be required by BSIB, failing which BSIB shall be entitled to disqualify the Participant.

#### **GENERAL TERMS AND CONDITIONS**

- 1. Participants shall read these Terms and Conditions before participating.
- 2. By participating in this Campaign, Participants shall be deemed to have read, understood, accepted and agreed to be bound by the Terms and Conditions of the Campaign.
- 3. BSIB reserves the right to vary, postpone or re-schedule the dates of the Campaign or extend the Campaign Period at its sole discretion.
- 4. BSIB may terminate or suspend the Campaign at any time at its absolute discretion in which case, BSIB may elect not to award any Prize. Such termination or suspension will not give rise to any claim by the Participants. If the Campaign is resumed by BSIB, Participants shall abide by BSIB's decision regarding resumption of the Campaign and disposition of the prizes.
- 5. Participants shall not be entitled to claim any compensation from BSIB for any losses and damages suffered or incurred, either directly or indirectly, due to any representations, amendments, alterations or modifications of the Terms and Conditions of the Campaign, including cancellation, termination or suspension of the Campaign, which remains at the sole discretion of BSIB.
- 6. BSIB's decision on all matters relating to the Campaign shall be final, conclusive and binding on the Participants and no appeal against its decision will be entertained.



- 7. All information, including personal information or data submitted to BSIB in connection with the Campaign will only be used for the purposes set out in and treated in accordance with these Terms and Conditions, the Personal Data Protection Act 2010 and BSIB's Privacy Notice, which is available at https://www.berjayasompo.com.my/page/privacy-notice.
- 8. By participating in the Campaign, Participants consent and agree that BSIB is entitled to collect, process and use the personal data submitted for the purpose of the Campaign, including publishing the Participant's personal data (e.g. name, email address and photo) for publicity, promotional and advertising purposes of the Campaign ONLY, without any compensation or need for prior notification to Participants.
- 9. BSIB will take all reasonable precautions to ensure that any third-party service provider involved in the Campaign keeps the Participant's personal data secure and dealt with in accordance with the Personal Data Protection Act 2010 and BSIB's Privacy Notice.
- 10. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including death) resulting from their participation in this Campaign, redemption and/or usage of the Prizes and BSIB shall not be responsible for any liability, mishap, loss, damage, claim or accident (including death) in any manner whatsoever.
- 11. The Campaign will be conducted in the English language.
- 12. BSIB shall not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorised access to, or alteration of, user or member communications, or any problems or technical malfunction of its website, any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet and/or website.
- 13. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

## CAMPAIGN MECHANICS

- The Campaign shall commence on 15 November 2021 and will end on 14 February 2022, 11.59pm ("End Date"), both dates inclusive ("Campaign Period").
- 2. Participants need to:
  - (a) purchase a SOMPO Motorcycle insurance policy via BSIB's online channels during the Campaign Period; and
  - (b) complete the online user experience recommendation ("**Recommendation**") on the Thank You page.



3. All costs and related expenses that are incurred to participate in the Campaign and to redeem the Prize are the sole responsibility of the Participant.

## DISQUALIFICATION

- 1. BSIB reserves the right to disqualify Participants and/or revoke the prize (at any stage of the Campaign) if:
  - (a) the Participant is ineligible or does not meet the Eligibility Criteria;
  - (b) the Participant breaches any of these Terms and Conditions, other rules and regulations of the Campaign or violates any applicable laws or regulations; or
  - (c) in BSIB's sole determination, it believes that the Participant attempted to undermine the operation of the Campaign by fraud, cheating or deception.
- 2. BSIB reserves the right to award the prize to the Reserve Winner in substitution of the winner who may subsequently be disqualified.
- 3. In the event of a disqualification after the prize has been awarded, BSIB reserves the right to demand for the return of the prize from the disqualified Participant.

#### <u>PRIZE</u>

- 1. One (1) winner will receive a Yamaha Lagenda Bike worth RM5,500.00 after the Campaign End Date.
- 2. BSIB reserves the right to substitute the prize with another prize of equivalent value at any time at its absolute discretion.
- 3. Prizes are not transferable, non-refundable and not exchangeable for cash.

#### SELECTION OF WINNER

- 1. Winner will be selected based on the creativity of the Recommendation. The overall best Recommendation received during the Campaign Period will be selected as the winner.
- 2. BSIB will go through all Campaign entries to validate compliance with the Campaign Terms and Conditions.
- 3. BSIB shall select reserve winner(s) in substitution of the winner who may subsequently be disqualified for non-compliance with the Terms and Conditions of the Campaign or, who fail to collect their prize.



## NOTIFICATION OF THE WINNER

- 1. Announcement of the winner shall be within one (1) month after the Campaign End Date (Notification Date") via email (from <u>digital@bsompo.com.my</u>).
- 2. BSIB reserves the right to change or postpone the Notification Date, to any other date after the Campaign Period at its absolute discretion.
- 3. The winner selected by BSIB shall be final.
- 4. BSIB reserves the right to request for additional proof of identification and/or postal address from the winner prior to presentation of the prize.
- 5. BSIB will present the prize one (1) week after the Notification Date. The winner will be notified via e-mail of the collection date(s) and shall collect the prize from BSIB's designated venue.

To find out more about the Campaign, click on the link below: <a href="https://online.berjayasompo.com.my/">https://online.berjayasompo.com.my/</a>