

**Epson EcoTank Review & Win Terms & Condition**  
**("Epson EcoTank")**

**Schedule of Conditions of Entry**

1. Organiser	Epson Malaysia Sdn Bhd
2. Contest	EPSON ECOTANK REVIEW & WIN
3. Contest Period	The Contest period starts on 5 October 2020 and closes on 31 December 2020.
4. Eligibility	The Contest is open to all Malaysian citizens and permanent residents above the age of eighteen (18) and above as at the start of the Contest period. The Organiser shall reserve the right to request for evidence of identification documents.
5. Entry Method	<ul style="list-style-type: none"> <li>a. The Contest is open to all customers who purchased selected participating Epson EcoTank printer models ("<b>Products</b>") from 1 October to 31 December 2020.</li> <li>b. The Participating Models: <b>Epson EcoTank L4160, L5190, L6170, L6190, L14150, M1100 &amp; M1120.</b></li> <li>c. To participate in the Contest, the Participants are required to write and submit their review on the Products they have purchased during the period 1 October to 31 December 2020.</li> <li>d. The Participants to submit their review at <a href="http://www.epsonrewards.my/reviewnwin">www.epsonrewards.my/reviewnwin</a></li> <li>e. Each Participant may only submit one (1) entry review per product and are not allowed to enter the Epson EcoTank via multiple email address and/or aliases. All additional entries are considered void.</li> <li>f. Each Participant is required to enclose the Invoice and Serial Printer Number ("<b>Proof of Purchase</b>") as a proof of purchase in their review.</li> </ul>
6. Monthly Prizes and Overall Prizes	<ul style="list-style-type: none"> <li>a. There are three (3) Monthly Prizes to be won for each month for three (3) consecutive months. The Monthly Prize is: <ul style="list-style-type: none"> <li>▪ Epson Labelworks LW-K400 Label Printer.</li> </ul> </li> <li>b. Monthly Winners will be announced on these dates: <ul style="list-style-type: none"> <li>▪ 30 October 2020</li> <li>▪ 30 November 2020</li> <li>▪ 31 December 2020</li> </ul> </li> <li>c. The top three (3) products review eligible to win the overall prizes of the contest. The Overall Prizes are: <ul style="list-style-type: none"> <li>▪ Grand Prize - One (1) Epson EH – TW750 home projector.</li> <li>▪ Two (2) Runner Up Prizes - One (1) Epson PM-520 photo printer.</li> </ul> </li> </ul>
7. Additional Terms	<ul style="list-style-type: none"> <li>a. Each quality product review is eligible for an entry to participate and win in the Contest.</li> <li>b. The review will be judged and evaluated based on usefulness of review (length &amp; images) to help with quality control.</li> <li>c. If the winner's email account is found to be suspicious or suspected of having created multiple email accounts for the purpose of entering the</li> </ul>

	<p>Contest, such winners shall be disqualified, and the Organiser has the rights to forfeit the prize of the winner.</p> <p>d. The winners will have to claim their prizes <b>within 48 hours</b> of the announcement in Organiser's Facebook and/or Instagram page.</p> <p>e. All unclaimed prizes after the deadline stipulated by the Organiser will be forfeited.</p> <p>f. The Organiser does not accept any alteration of Proof of Purchase in any form. Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.</p> <p>g. The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available.</p>
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This Schedule of Conditions of Entry must be read together with the Conditions of Entry (stipulated below), collectively "**Terms and Condition**", and shall be binding on all participants who participate in this Promotion (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

## Conditions of Entry

### 1. Introduction

- 1.1 This Condition of Entry are to be read together with the Schedule of Condition of Entry. To the extent that there are any inconsistencies between these conditions of entry and the Schedule to Conditions of Entry, the Schedule of Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalised term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Condition of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Promotion Period, make Prize substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser's decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

### 2. Promotion Entries

- 2.1 By submitting an entry to the Promotion, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Promotion, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other

charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.

- 2.3 Proof of submission of an Entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications 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.

### **3. Promotion Entries**

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Promotion and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

### **4. Ineligibility**

The following groups of persons shall not be eligible to participate in the Promotion:

- a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- b) Employees of the Organiser's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

### **5. Disqualification**

The Organiser reserves the right to disqualify any participant or winner, as determined by the Organiser, in its sole discretion, without notification. Any attempt by a participant to circumvent, tamper, disrupt or damage the Contest submission process, the Organiser's website, defraud or gain an unfair advantage, engage in unsportsmanlike, disruptive, annoying, harassing or threatening conduct, or otherwise undermine the fairness, integrity and legitimate operation of the Contest, shall result in automatic disqualification from the Contest, and may constitute a violation of criminal and/or civil laws. Any Entries which are deemed inappropriate, lewd or insensitive shall be deleted without notice accordingly at Epson's discretion.

### **6. Prizes**

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.

- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent sponsor or third party providing the Prizes.
- 6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

## **7. Publicity**

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Promotion (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

## **8. Intellectual Property Rights**

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Promotion and any derivative works arising there from will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

## **9. Indemnify**

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Epson Malaysia Sdn Bhd”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Promotion, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions,

## **10. Limitation of Liability**

- 10.1 The Participant’s participation in the Promotion shall be at the Participant’s own risk.

10.2 The Organiser, Epson Group, its directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Promotion, as well as the redemption and/or utilisation of any Prize won.

## **11. General**

11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Promotion and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Promotion, in particular that relates to the Prize, are the properties of their respective owners. This Promotion and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies.

11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.

11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Promotion.

11.5 Where the Terms and Conditions of the Promotion is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.

11.6 The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

12.1 By participating in the Promotion, You consent for Nestlé Products Sdn. Bhd. And any of its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Epson Malaysia Sdn Bhd") and service providers, agents and contractors who provide administrative and business support to us and act on our behalf ("Authorised Third Parties") (collectively "Organiser", "us", "we" or "our") to process your personal information provided in the Promotion Entry for purposes of the Promotion. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.

12.2 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events or contests organised by the Organiser. Please indicate your option on the form if you agree to the use of your personal information for this purpose.

- 12.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 12.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 12.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at <http://www.epson.com.my/privacypolicy>
- 12.6 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our privacy policy at <http://www.epson.com.my/privacypolicy> .
- 12.7 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.  
All your written requests or queries should be addressed to:
- Contact: Personal Data Protection Officer
  - Address: Epson Malaysia Sdn Bhd, 3<sup>rd</sup> Floor, East Tower, Wisma Consplant 1 No 2 Jalan SS16/4 Subang Jaya, 47500 Petaling Jaya Malaysia.
- Or
- Webform: [dpo@emsb.epson.com.my](mailto:dpo@emsb.epson.com.my)
  - Call Us: 603-5628 8288
- 12.8 Please note the Organiser requires your personal information in order to process your participation in the Promotion, without which we will not be able to process your application.
- 12.9 For a more detailed description of our privacy practices, please refer to our Privacy Policy at <http://www.epson.com.my/privacypolicy>. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.