

Rest with Coway Campaign Terms and Conditions

Please read the following terms and conditions ("Terms") carefully. Each individual who participates ("Participant") in the Rest With Coway Campaign (the "Campaign") organised by Coway (Malaysia) Sdn Bhd (the "Organiser"), declares and acknowledges that he/she has read, understood and agreed to the Terms and undertakes to comply with and be bound by the same:

A. Campaign Period

- 1. The Campaign runs from <7th August> 2023 to <31st October 2023> (both dates inclusive) (the "Campaign Period")*.
- 2. The Organizer has the discretion to vary the Campaign Period, either by shortening or extending it, without prior notice to the Participants.

B. Eligibility:

- 3. The Campaign is open to all Malaysian citizens who are:
 - (i) aged 18 years and above (as at <Commencement date of Campaign>); and
 - (ii) aged below 18 years ("Minor Participants"), but have obtained the explicit consent of his/her parental/legal guardian, failing which, the Organiser reserves the right to forfeit the eligibility of such Minor Participant(s) to participate in the Campaign.

C. Campaign Participation And Registration

- 4. To take part in the Campaign, the Participant is required to register an account on the Campaign website at <www.restwithcoway.com.my> (the "Website"). During the registration, the Participant is required to provide his/her information, including personal details and other information ("Registration Data") to the Organiser. In addition, the Participant is also required to take a survey which is a preliminary requirement that must be fulfilled by the Participants for the successful completion of the account registration process. The survey is designed to collect information from the Participants to better understand the Participants' preferences, interests and demographics which will be used to enhance the quality of the Organiser's products and services ("Survey Data").
- 5. By registering an account on the Website, each Participant is deemed to have given explicit permission to the Organiser and its co-organisers, co-sponsors, partners, volunteers, and any entities or persons that provide products or services for the Campaign and the Campaign's events and contests (its "Affiliates") to collect, process, store and retain his/her Registration Data and Survey Data for the purposes as contained in the Campaign's <u>Privacy</u> <u>Notice</u>.
- 6. Each Participant undertakes that he/she shall provide true, accurate, current and complete Registration Data to the Organiser and promptly update the same in the event there is any change. If the Participant provides any Registration Data that is untrue, inaccurate, outdated



or incomplete, or the Organiser has reasonable grounds to suspect such information to be untrue, inaccurate, outdated or incomplete, the Organiser may suspend or terminate the Participant's entry to participate in the Campaign.

- 7. The Organiser will not entertain or be in any way responsible for any disputes arising from any incomplete or inaccurate Registration Data provided by the Participant on the Website.
- 8. The Organiser shall in no event be held liable for any errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communications line failure, theft or destruction, unauthorised access to, or alteration of user communications, or any problems or technical malfunction of any telephone networks or lines, computer online systems, servers or providers, computer equipment, software, failure of email or traffic congestion on the Internet and/or the Website.
- 9. Once the Participant's registration has been duly processed, the Participant will receive an email from the Organiser. The Organiser may contact the Participant from time to time by email. Any notice sent to the email address registered with the Organiser shall be deemed as received by the Participants.

D. <u>Campaign Events and Contests</u>

The Campaign encompasses an event and contests ("Campaign Event and Contests"), with the central theme of promoting rest, relaxation, and overall well-being for the Participants.

(a) <u>Rest with Coway ("Dream Submission Event"</u>)

Purpose

1. The Dream Submission Event serves as a platform for storytelling, fostering self-reflection, improving creativity and promoting awareness of sleep health of the Participants.

Event Period

- 2. The Dream Submission Event runs from 7th August 2023 to 31st August (both dates inclusive) (the "Event Period").
- 3. The Organizer has the discretion to adjust the Event Period, either by shortening or extending it, without giving prior notice to the Participants.

Eligibility:

- 4. The Dream Submission Event is open to all Malaysian citizens who are:
 - (i) aged 18 years and above (as at <Commencement date of Dream Submission Event>);
 - (ii) aged below 18 years ("Minor Participants"), but have obtained the explicit consent of his/her parental/legal guardian, failing which, the Organiser reserves the right to

forfeit the eligibility of such Minor Participant(s) to participate in the Dream Submission Event; and

(iii) successfully registers an account on the Website.

Dream Submission Event Guidelines:

- 5. To enter the Dream Submission Event, Participants are required to submit a description of a dream he/she had ("Dream Description"), in conformity with the following guidelines:
 - (i) the Dream Description shall be in the form of a written entry in the English, Chinese, or Malay language;
 - (ii) the Dream Description shall be original and shall be not plagiarised nor infringe on any third-party rights;
 - (iii) the Dream Description shall not contain any inappropriate wordings and/or imputations, including but not limited to:
 - a) sex, sexual encounters or nudity;
 - b) vulgarity or defamatory statements towards a specific person or group, including but not limited to racial and political sentiments;
 - c) violence including but not limited to murder, harm towards oneself or others, suicide or sexual assault;
 - d) socially unacceptable behaviours such as theft, vandalism, and debauchery,

(collectively, "Inappropriate Contents").

- 6. Each Participant may submit more than one entry. All entries must be received on or before the submission deadline specified by the Organiser. Late entries will not be considered.
- 7. In submitting an entry, each Participant confirms that his or her Dream Description: (i) is original, (ii) does not violate any third-party rights, and (iii) is free from Inappropriate Contents or any elements that could be deemed unsuitable or offensive, as solely determined by the Organiser.
- 8. The Organiser reserves the right to reject any Dream Descriptions that are considered inappropriate for its brand, deemed unsuitable or offensive, or for any other reason whatsoever, at the sole discretion of the Organiser.
- 9. By submitting his/her entry to the Organiser, the Participant unequivocally grants the Organiser (including its public relations/marketing agencies) an irrevocable right to use his or her entry in any media worldwide. This shall include but not be limited to the right to reproduce, modify, adapt, translate, create derivative works from his/her entry, be it in written or spoken words, as Al-generated visuals or any other mode/method the Organiser so

determines for promotion and marketing purposes, without notification, compensation or consideration to the Participant, unless stated otherwise in the Terms.

- 10. The Organizer reserves the right to publish the Dream Description submitted by the Participants without disclosing the Participants' names or personal details, except for the Participants' first name and state (e.g. 'Afiq from Johor'). This publication may take place on the Organizer's selected platforms, including but not limited to its social media platforms, Out of Home channels (both static and digital), radio, TV, and cinema.
- 11. Each Participant agrees that the Organiser, its affiliates, officers, directors, employees and agents shall not be liable for any direct, indirect, incidental, consequential or explanatory damages that may arise from or in connection with an entry/ a Dream Description submitted by the Participant or publication of the Dream Description in any form by the Organiser.
- 12. Each Participant acknowledges that the Organiser assumes no responsibility for the contents, originality or accuracy of the Dream Description submitted by him/her.
- 13. Each Participant further agrees to indemnify and hold the Organiser harmless from any claims, demands, or actions brought against the Organiser by any third party in connection with the Dream Description submitted by him/her.
- 14. The Organizer will give away one (1) unit of Touch N Go reload credit worth RM30.00 ("Reward") to three hundred (300) Participants whose Dream Descriptions are selected by the Organizer as the best fit to promote the Coway's brand and the Campaign. For the avoidance of doubt, each chosen Participants will receive only one (1) Reward, irrespective of the number of entries they have submitted.
- 15. The Participants selected to receive the Reward will be notified by the Organiser via email and such Participants are required to respond by verifying its account within forty-eight (48) hours from the time the notification is sent by the Organiser.
- 16. The Organiser's decision on the selection of Participants to receive the Reward is final and shall not be challenged. The Organiser reserves the right to revoke the Reward and disqualify the selected Participants:
 - (i) if the selected Participant fails to respond to the Organiser within 48 hours from the time the notification is sent by the Organiser; or
 - (ii) for any reason whatsoever, as the Organiser in its sole discretion deems fit.
- 17. The Reward is not exchangeable for cash or any other items.

(b) Once in a Lifetime Contest (the "Contest")

I. <u>Purpose</u>

1. The Contest offers Participants a once in a lifetime opportunity to turn his/her dream into reality with a simple action of purchasing or renting any one of (1) Coway's products from any category within the Contest Period (as defined in Clause 2 below).

II. <u>Contest Period</u>

- 2. The Contest runs from 24th August to 23rd October 2023 (both dates inclusive) (the "Contest Period").
- 3. The Organiser has the discretion to vary the Contest Period, either by shortening or extending it, without prior notice to the Participants.

III. <u>Eligibility:</u>

- 4. The Contest is open to all Malaysian citizens who:
 - (i) are aged 18 years and above (as at <Commencement date of the Contest>);
 - (ii) purchase any one (1) of Coway's products during the Contest Period.

IV. <u>Contest Guidelines:</u>

- 5. To enter the Contest, Participants are required to submit a description of a dream he/she would like Coway to make happen or materialise ("Dream Description"), in conformity with the following guidelines ("Contest Guidelines"):
 - (i) the Dream Description shall be in the form of a written entry in the English, Chinese or Malay language;
 - (ii) the Dream Description shall be original and shall not be plagiarised nor infringe any third-party rights;
 - (iii) the Dream Description shall be logical, feasible and in conformity to ethical standards, law and regulations;
 - (iv) the Dream Description shall not contain any inappropriate wordings and/or imputations, including but not limited to:
 - a) sex, sexual encounters or nudity;
 - b) vulgarity or defamatory statements towards a specific person or group, including but not limited to racial and social sentiments;
 - c) violence, including but not limited to murder, harm towards oneself or others, suicide or sexual assault;
 - d) socially unacceptable behaviours such as theft, vandalism, and debauchery,

(collectively, "Inappropriate Contents").



- 6. Each Participant may submit only one (1) entry with every one Coway product purchased. All entries must be received on or before the 31st October 2023, at 11.59pm. Late entries will not be considered.
- 7. In submitting an entry, each Participant confirms that his/her Dream Description: (i) is original, (ii) does not violate any third-party rights, and (iii) is free from Inappropriate Contents or any elements that could be deemed unsuitable or offensive, as solely determined by the Organiser.
- 8. The Organiser reserves its right to reject any Dream Descriptions that are considered inappropriate for its brand, deemed unsuitable or offensive, or for any other reasons whatsoever, at the sole discretion of the Organiser without any notice to the Participants.
- 9. By submitting his/her entry to the Contest, each Participant unequivocally grants the Organiser (including its public relations/marketing agencies) an irrevocable right to use his/her entry in any media worldwide. This shall include but not be limited to the right to reproduce, modify, adapt, translate, create derivative works from his/her entry, be it in written or spoken words, as Al-generated visuals or any other mode/method the Organiser so determines for promotion and marketing purposes, without notification, compensation or consideration to the Participant, unless stated otherwise in the Terms.
- 10. Subject to Clause 23 herein, the Organiser reserves its right to publish the Dream Descriptions submitted by the Participants without disclosing the Participants' names or personal details. This publication may take place on the Organiser's platforms, including but not limited to its social media platforms, Out of Home channels (both static and digital), mass media such as radio, TV, and cinema.
- 11. Each Participant agrees that the Organiser, its affiliates, officers, directors, employees and agents shall not be liable for any direct, indirect, incidental, consequential or explanatory damages that may arise from or in connection with an entry/a Dream Description submitted by the Participant or publication of a Dream Description in any form by the Organiser.
- 12. Each Participant acknowledges that the Organiser assumes no responsibility for the contents, originality or accuracy of the Dream Description submitted by him/her.
- 13. Each Participant further agrees to indemnify and hold the Organiser harmless from any claims, demands, or actions brought against the Organiser by any third parties in connection with the Dream Description submitted by him/her.
- 14. Upon submitting an entry, each Participant may indicate his/her preference for the three (3) prizes (i.e. First, Second or Third Prize) he/she wishes to receive if chosen



as the winner, thereby finalizing the entry submission process. For the avoidance of doubt, the participants chosen to receive the Grand Prize(s) will not be eligible for the First, Second, or Third Prize, regardless of whether they have indicated their wishes to receive any of the three prizes.

- 15. If the Organiser deems that it is not feasible to proceed with the Contest due to actions or inactions of the Participants, including but not limited to, unauthorised intervention, fraud and any other causes beyond the Organiser's control which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, the Organiser reserves its right at its sole discretion to cancel, terminate, modify, postpone or suspend the Contest.
- 16. Without limiting the generality of the foregoing, the Organiser reserves its right at its sole discretion to cancel, terminate, modify, postpone or suspend the Contest with or without any prior notice and/or assigning any reason. For the avoidance of doubt, any cancellation, termination, modification, postponement or suspension of the Contest by the Organiser shall not entitle the Participants to any claims or compensation against the Organiser for any losses or damages suffered or incurred as a direct or indirect result of such cancellation, termination, modification, postponement or suspension.
- 17. The Organiser shall not be liable for any failure to comply with or for any delay in performing its obligations where such failure is caused by reasons beyond the Organiser's control, such as fires, floods, earthquakes, embargoes, shortages of resources, epidemics, pandemics, quarantines, war, acts of war (whether declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts, lockdowns, labour disturbances, acts of God, or actions, omissions, or delays by any government authority (each, a "Force Majeure Event").
- 18. The Organiser reserves its right to forfeit a Participant's entry if he/she fails to adhere to the Contest Guidelines.

V. <u>Prizes and Winners</u>

19. By submitting an entry in the Contest, each Participant stands a chance to win **only one (1)** of the following Prizes (as defined below):

(a) Grand Prize(s):

- (i) 1 x Coway will materialise the dream (as per his/her Dream Description submitted) ("Coway Makes Your Dream Come True"); or
- (ii) 10 x Ringgit Malaysia Ten Thousand (RM10,000-00) only cash

- (b) First Prize: 1 x round trip to the origin of K-pop i.e. Seoul, South Korea for 2 pax i.e. the Participant and one (1) guest, inclusive of flights, guided tours and accommodation (personal expenses not included);
- (c) **Second Prize**: 5 x "A Day with Mira" spend quality time in a textile art studio workshop with Coway's ambassador Mira Filzah ("Workshop Session");
- (d) **Third Prize:** 1 x Private Island Tour at Batu-Batu Island Resort for 2 pax i.e. the Participant and a guest, inclusive of boat transfer to the Island and beach activities at the resort,

(each hereinafter individually referred to as a "Prize," and collectively as the "Prizes").

- 20. The total value of the Prizes are worth up to a total of Ringgit Malaysia One Hundred and Eighty-Six Thousand (RM186,000.00).
- 21. For the avoidance of doubt, each selected Participant ("Winner") will receive only one(1) Prize, irrespective of the number of entries submitted.
- 22. The illustrations of Prizes displayed in promotional materials, advertisements, publications, websites, and other related content for the Contest are purely for visual representation and might not accurately depict the real prizes.
- 23. The Winners will be selected by the Organiser, taking into consideration factors such as creativity, practicality, and alignment with ethical and legal norms, in relation to the Dream Description submitted by the Participants. The Organiser's decision in relation to every aspect of the Contest, including but not limited to the type of Prize or on the selection of Winners is final, conclusive and binding; and no further appeal, enquiry, complaint and/or correspondence will be entertained. The announcement of the Winners' names will be made on the 30th November 2023 ("Winner Announcement Date") on the Coway's official social media accounts inter alia Facebook, Instagram and/or the Campaign Website. In the event of any alteration to the Winner Announcement Date, the Organizer retains the right to modify the said date while Participants may be informed with reasonable notice.
- 24. The Winners will be notified by the Organiser via email and they are required to respond by verifying their account(s) within forty-eight (48) hours from the time the notification is sent by the Organiser. The Organiser may also announce the details of the Winners on the Organiser's official website and/or social media platforms at its sole discretion (as stipulated in the Campaign's Privacy Notice).
- 25. The Organiser reserves its right to revoke the Prize and disqualify the Winner; and select an alternate Participant to replace the Winner:



- (a) if the Winner fails to respond to the Organiser within forty-eight (48) hours from the time the notification is sent by the Organiser;
- (b) if the Winner fails to provide sufficient information and/or documents to verify his/her identity during the Prize redemption process;
- (c) if the Winner exhibits behaviours that are inappropriate and/or unlawful;
- (d) if the Winner is absent at the event or trip arranged by the Organiser on the date scheduled for the same;
- (e) for any reason whatsoever, as the Organiser at its sole discretion deems fit.
- 26. The Prizes are non-refundable, non-exchangeable, non-transferable, and are not substitutable for money, money's worth or other prizes. The Organizer reserves the right to replace the Prizes with other prizes of the same value at its sole and absolute discretion.
- 27. The Prizes are not inclusive of any ancillary costs or expenses unless expressly indicated, such as transportation expenses to and from the Workshop Session location or airport, which shall be fully borne by the Winners. In addition, the Organiser shall in no event be held accountable for any fluctuations in the value of the Prizes.
- 28. All taxes and duties associated with the Prizes as required under the applicable laws shall be borne and paid by the Winners.
- 29. The Organiser or any of its officer, employee, representative and / or agent (including, any third party agencies that deals with the Organizer for the purposes of this Contest) shall bear no responsibility for any damages, losses (including but not limited to direct, indirect, special, consequential losses or loss of profits), expenses, liabilities, injuries, death or disappointment incurred or suffered by the Winner(s) or the Participant(s) howsoever arising whether in contract, tort, negligence or otherwise in connection with the Contest or the use of any Prize, to the maximum extent permitted by law.
- 30. The Organiser shall under no event whatsoever assume responsibility or liability for the Prizes and expressly excludes and rejects any statement, warranty or endorsement, implied or written, written or oral, regarding the Prizes offered under this Contest, including but not limited to guarantees of quality, merchantability, fitness for a particular purpose or use, health and safety, to the maximum extent permitted by law.
- 31. By accepting the Grand Prize i.e. Coway Makes Your Dream Come True, the Winner acknowledges and agrees to the following additional terms and conditions:



- (a) the dream to be materialised by Coway ("Dream") is strictly limited to the Dream Description submitted by the Winner in the Contest and is subject to product availability, logistics feasibility and/or other prevailing circumstances;
- (b) the value of the Dream shall not exceed the budget allocated for the same ("Dream Budget"). Any additional costs, expenses or taxes beyond the Dream Budget shall be fully borne by the Winner;
- (c) the Dream's feasibility and practicability shall be assessed by the Organiser at its sole discretion. In the event that the Dream is deemed to be impractical or unfeasible, the Organiser reserves its right to propose alternative options of equal value to the Winner;
- (d) the Winner shall cooperate with the Organiser and provide the necessary information to facilitate the materialisation process;
- (e) the Organiser reserves its right to publicize the materialisation process of the Dream, including but not limited to, photographs, videos, media coverage, for promotional proposes without any compensation to the Winner;
- (f) the Organiser shall in no event be held liable for any unforeseen circumstances, delays, or changes in the materialization of the Dream due to reasons beyond its control; and
- (g) the Winner agrees to release the Organiser and its contractors from any liability whatsoever arising from the materialization of the Dream.
- 32. By accepting the Second Prize, the Winners acknowledge and agree to the following additional terms and conditions:
 - (a) During the Workshop Session and interaction with Coway's ambassador Mira Filzah ("Mira"), the Winners shall comply with the guidelines provided by the Organiser which are informed to the Winners includes but not limited to the following:
 - the Winners shall avoid asking personal, sensitive or inappropriate questions to Mira;
 - (ii) the Winners shall not initiate any physical contact with Mira unless it is consented by Mira;
 - (iii) the Winners are not allowed to capture any photographs, videos, or voice recordings of Mira during the Workshop Session, except for the designated photo sessions permitted by the Organizer.
- (b) The Organiser reserves to amend the Workshop Session's activities, venue, date, and time as deemed necessary, with prior reasonable notice to the Winners, for any reason whatsoever.
- 33. By accepting the First and Third Prizes or in the case of the Grand Prize which includes a vacation ("Vacation Prizes"), the Winners acknowledge and agree to the following additional terms and conditions:



- (a) the Vacation Prizes shall be inclusive of only round-trip flight tickets, hotel accommodation and entrance tickets to events/venues during the trip(s) as pre-arranged by the Organiser only;
- (b) the Winners and his/her guests are responsible for and shall fully bear:
 - any and all additional/ancillary costs incurred due to the purchase of extra baggage allowance, seat upgrades from economy to other classes, or other similar expenses;
 - (ii) the costs for the purchase of any applicable insurance, such as health and travel insurance; and
 - (iii) the cost for the payment of any relevant airport taxes, insurance, administration fees and other surcharges payable to the travel agencies/airport;
- (c) the Winners and his/her guests shall possess valid passports and visas (if applicable), which must be valid for at least six (6) months from the scheduled trip date(s). The Organiser shall in no event whatsoever be responsible for any associated costs in the event the Winner and/or his/her guests' entry to the relevant country/destination/location is denied by the local authority for whatever reason;
- (d) the Winners and his/her guests shall adhere to applicable requirements, laws, rules and regulations including but not limited to the vaccination requirements and health regulations necessary for the travel destination;
- (e) the Organiser provides no warranties regarding the Winners and his/her guests' wellbeing and safety before, during or after the trip and shall not be held liable under any circumstances for any direct or indirect losses, damages (both monetary and non-monetary), injuries, or fatalities sustained by the Winner and/or his/her guests;
- (f) the Organiser shall not be obliged to provide an alternative prize, cash reimbursement, or any other form of compensation to the Winner and/or his/her guests in the event they are unable to travel to the destination(s) due to any reasons, including but not limited to the occurrence of a Force Majeure Event; and
- (g) the Winner and his/her guests shall fully assume all risks; and indemnify and hold the Organiser harmless from any claims, demands, or actions brought against the Organiser by any third parties in connection with any acts and/or omissions of the Winners and/or his/her guests before, during or after the trip.
- E. Others



- 18. The Organiser reserves the ultimate right to amend the Terms which including but not limited to the eligibility requirements, the Campaign Period, the Campaign Event and Contests, the Event Period, and the Contests Period, as the case may be, which will be reflected on the Website, and it is the responsibility of all Participants to keep abreast with any changes.
- 19. The Campaign's Privacy Notice forms an integral part of the Terms. Each Participant acknowledges that he/she has read and understood the Campaign's Privacy Notice and agrees to the processing of his/her personal data as set out therein. The Organiser may use reasonable efforts to bring any significant changes to the Campaign's Privacy Notice to the Participant's attention.
- 20. These Terms shall be governed by and construed in accordance with the laws of Malaysia.
- 21. In the event of any inconsistency between these Terms and any terms contained in any promotional materials or FAQ for this Contest, these Terms shall prevail.
- 22. For enquiries, please contact us at restwithcoway@coway.com.my.