

Participation Conditions

1.	Organiser	Carlsberg Marketing Sdn Bhd [198501008089(140534-M)]
2.	Promotion/Campaign	Real Smooth 2024
3.	Campaign/Promotion Period	01 Oct – 30 Nov 2024
4.	Eligibility	<u>All non-Muslim aged 21 years or over</u> who are residents in Malaysia. Employees of the Organiser, its associate agencies, affiliates, distributors, dealers, sponsors, advertising and Contest agencies, and members of their immediate families will not be eligible to participate in this Promotion/Campaign.
5.	Participating Outlets	<ul style="list-style-type: none"> i. Participating TONT (Traditional On Trade): Selected Coffee Shop, Food Court, Traditional Restaurants ii. Participating WM SHM (Super/Hypermarket): <ul style="list-style-type: none"> a. Aeon b. Aeon Big c. Bens Independent Grocer d. Billion e. Econsave f. Giant g. Hero h. Jaya Grocer i. Nirwana j. Pacific k. Redtick l. Star Grocer m. Sunshine n. Lotus's o. TF Value p. The Store q. Village Grocer r. Other Super/Hypermarkets/ that carries Carlsberg Malaysia Products with campaign's point of sales

		<p>material (“POSM”) displayed.</p> <p>iii. Participating WM CVS/TOFT (Convenience Stores/Traditional Off Trade):</p> <ul style="list-style-type: none"> a. 99 SpeedMart b. KK Mart c. MyNews d. Emart e. 7-Eleven outlets in peninsular Malaysia, excluding Langkawi f. Other convenient stores that carry Carlsberg Malaysia Products with the Promotion Point of Sales Material (“POSM”) displayed. <p>iv. Participating EM SHM (Super/Hypermarket):</p> <ul style="list-style-type: none"> a. Pick N Pay b. Aeon Co (Jusco) c. Econsave d. Bataras e. Boulevard Group f. CCK Local g. Century Group h. Chau Sui Teck Group i. Chua Kah Seng Supermarket j. City Gourmet k. CS Mini Market l. E-Mart m. Everrise n. Everwin Group o. Farley Group p. H&L Group q. Milimewa r. New World s. Servay HYM t. Ta Kiong Group u. Sing Kwong Supermarket <p>Other Super/Hypermarkets and Chains that carry Carlsberg Smooth Draught with Contest point of sales material displayed in the premises.</p>
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		<ul style="list-style-type: none"> v. Participating EM CVS/TOFT (Convenience Stores/Traditional Off Trade): <ul style="list-style-type: none"> a. 99 SpeedMart b. 7-Eleven excluding Labuan c. Orange d. Servay Express e. Other convenient stores that carry Carlsberg Malaysia Products with the Promotion Point of Sales Material displayed vi. Participating E-Commerce Platforms <ul style="list-style-type: none"> a. Carlsberg Official on Shopee b. Panda Mart (Food Panda) c. Carlsberg Official on GRAB
6.	Participating Products	Carlsberg Smooth Draught
7.	Participation Requirement	<p>TONT: For every purchase of one (1) big bottle (580ml) of the Participating Product, Participants are entitled to one (1) entry and stand a chance to win a Carlsberg Duffel bag (“Prize”). Multiple purchases in a single receipt are allowed.</p> <p>SHM & E-COMM:</p> <p><u>Gift With Purchase:</u> For every twelve (12) cans of 320ML/500 ML of the Participating Product purchased in a valid receipt, Participants are entitled to redeem RM 5.00 Touch ‘N Go e-wallet credit (“Gift with Purchase”).</p> <p><u>Stand a Chance to Win (Prize):</u> For every two (2) cans (320 ML and/or 500 ML) of the Participating Product purchased, Participants are entitled to one (1) entry & stand a chance to win a Carlsberg Duffel Bag (“Prize”).</p> <p>CVS/TOFT: For every two (2) cans (320 ML and/or 500 ML) of Carlsberg Smooth Draught purchased, Participants are entitled to one (1) entry & stand a chance to win a Carlsberg Duffel Bag (“Prize”). Multiple purchases in a single receipt are allowed.</p>

		<p><u>Submission</u></p> <ol style="list-style-type: none"> 1. Submission of Entry will be done through the microsite which can be accessed by scanning the QR code on the POSM. 2. Participant is required to complete the following steps: <ol style="list-style-type: none"> a. Write your name (as per IC) and IC No. on the front side of each proof of purchase (“Receipt”). Must be clear and readable. b. Fill up the following details for Submission of Entry: <ul style="list-style-type: none"> • Name • IC Number/Passport Number • Contact Number • State • Receipt Number • Submission of proof of purchase (“Receipt”) 3. Participants need to safe keep the original Receipt for verification and redemption purposes. 4. A Participant can redeem the Gift with Purchase for a maximum of five (5) times and the number of redemptions shall be recorded according to the Contact Number submitted by the Participant. 5. Participants are allowed to enter the Contest for the Prize with the same receipt used to redeem the Gift with Purchase. 6. Participants may enter the Contest more than once using different and valid receipts. 7. The Organiser will send out an acknowledgement report to successful entries only through the instant messaging app ‘WhatsApp’ (“Qualified Submission”). 8. Participants shall be subjected to further terms and conditions on the relevant platform.
8.	Prize/Gift with Purchase (GWP)	<p>Gift With Purchase</p> <p>SHM, E-COMM: There are 10,000 units of RM 5.00 Touch ‘N Go e-wallet credit to be redeemed throughout this Promotion/Campaign period.</p> <p>Stand a Chance to Win (Prize)</p> <p>SHM, E-COMM, CVS/TOFT: There are 1,000 Winners allocated for the Carlsberg Duffel Bag.</p> <p>TONT: There are 500 Winners allocated for the Carlsberg Duffel Bag.</p>

9.	Winner Selection/Redemption Method	<p>Gift With Purchase</p> <p>Participants shall be required to safe keep the Proof of Purchase for verification and redemption. Gift with Purchase shall be on first come first serve basis.</p> <p>Stand a Chance to Win (Prize)</p> <p><u>SHM, E-COMM, CVS/TOFT:</u></p> <p>All Qualified Entries collected and processed by the Organiser throughout the Contest period will be allocated a set of serial number starting from serial number “1”. The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries. All the Qualified Entries will be subjected to a random number generator selection process and the 1st to 1000th selected by the random number generator will be the Selected Winner.</p> <p><u>TONT:</u></p> <p>All Qualified Entries collected and processed by the Organiser throughout the Contest period will be allocated a set of serial number starting from serial number “1”. The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries. All the Qualified Entries will be subjected to a random number generator selection process and the 1st to 500th selected by the random number generator will be the Selected Winner.</p>
10.	Notification & Fulfilment	<p>Stand a chance to Win (Prize) - The Winner of the Prize will be notified 30 days after the Campaign ends via WhatsApp. The Prize shall be delivered via a courier service to the Winner’s submitted address.</p> <p>GWP – The Touch N’ Go e-wallet credit shall be credited to the Participants’ Touch N’ Go account (based on the contact number submitted) within 14 working days.</p>
11.	Additional Terms	<ul style="list-style-type: none"> (a) Participants shall be subject to further terms and conditions of the relevant e-commerce platforms(s). (b) Only ‘successful’ or ‘completed’ orders on the relevant e-commerce platform shall be qualified as entry(ies). Orders or parts thereof which have been cancelled or refunded will not be considered as qualified entry(ies). (c) The Organiser shall not be responsible for any delay, loss, or damaged parcel by the courier service provider.
12.	Others	<p>For any queries or information related to the Promotion/Campaign, please contact Carlsberg Malaysia Social Media Platform</p>

Standard Terms & Conditions

The Participation Conditions shall be read with these Standard Terms & Conditions and Privacy Notice available at [Privacy Policy](#) (collectively referred to as “Terms and Conditions”) and shall be binding on all participants who participate in this Promotion/Campaign. To the extent that there is any inconsistency between these Standard Terms & Conditions and the Participation Conditions, the Standard Terms & Conditions prevails. Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Participation Conditions. Defined terms will be used singular or plural as the case may be. Please read these Terms and Conditions carefully.

1. Entry

- 1.1 The Promotion/Campaign is only opened to non-Muslim aged 21 years or over who are residents in Malaysia. Employees of the Organiser, its associate agencies, affiliates, distributors, dealers, sponsors, advertising and Contest agencies, and members of their immediate families will not be eligible to participate in this Promotion/Campaign.
- 1.2 By participating in this Promotion/Campaign, Participants shall be deemed to have and accepted the Terms and Conditions and agreed to be bound by it.
- 1.3 Participants shall ensure that any personal details submitted are true, complete and up to date. Should a Participant’s details change at any time during the Promotion/Campaign period, it shall be the Participant’s responsibility to notify the Organiser.
- 1.4 Proof of submission shall not constitute a proof of entry. The Organiser shall not be liable for any lost, delay, damaged and/or non-receipt of submissions.
- 1.5 Once redeemed, the Proof of Purchase shall no longer be valid for any other on-going promotion/campaign.
- 1.6 The Organiser reserves the right to request for the Participants’ original Identity Card or other supporting documents for verification purposes.
- 1.7 Entries in excess of any stated limitation in the Participation Conditions shall be void and ineligible for qualification. The Organiser reserves the right to select which entry constitutes a valid entry.
- 1.8 All cost and expenses incurred and/or arising from the Participants’ participation in this Promotion/Campaign including but not limited to telecommunications, network, Short Messaging Services (SMS), postal and out of pocket expenses incurred in relation to this Promotion/Campaign shall be borne solely by the Participants.

2. Prize

- 2.1 The item(s) mentioned in item 8 of the Participation Conditions shall hereinafter be referred to as “Prize”.

- 2.2 The Organiser shall not be liable for any loss, damage or delay to the Prize(s) fulfilment process caused by any third-party provider.
- 2.3 Failure by Winner(s) in collecting or redeeming the Prize(s) during the notified period or redemption period, shall be deemed forfeited by the Winner(s). The Organiser reserves the right to determine how uncollected, unredeemed or forfeited Prize(s) shall be dealt with.
- 2.4 Unless otherwise mentioned, liaison of any/or all product warranty for Prize(s) is to be forwarded to the relevant manufacturer(s) directly.
- 2.5 The Organiser reserves the right to only award the Prize(s) to the qualified entries and forfeit the remaining Prize(s) allocated.
- 2.6 The Prize(s) are non-refundable, non-transferable and non-exchangeable for cash credit or any other items.
- 2.7 The Organiser reserves the right to request for original Identification Card and/or passport for verification purposes upon redemption or fulfilment of Prize(s).
- 2.8 To the fullest extent permitted by law, the Organiser expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to any warranty of quality, merchantability, or fitness for a particular purpose in respect of the Prize(s). Winner(s) shall accept the Prize(s) on "as is where is" basis.
- 2.9 The Organiser and/or the appointed agency(ies) shall determine the style, any fittings, fixture, packaging, accessories and/or form of the Prize(s), as appropriate. The Organiser and/or the appointed agency(ies) shall be under no obligation to entertain any request by the Winner(s) to change any aspect of the Prize(s).
- 2.10 The Organiser, its agents and employees shall not be liable for any loss or damage whatsoever suffered (including but not limited to direct and/or consequential losses) or personal injury suffered or sustained in connection or arising from the perusal Prize(s).
- 2.11 The Organiser reserves the right, at any time in its sole and absolute discretion, to substitute, withdraw, add to or alter in whole or in part of the Prize(s) without notice to the Participants.
- 2.12 If the Winner chooses to forfeit the Prize(s) for any reason whatsoever, no further substitution of Prize(s) or refund will be given to the Winner.
- 2.13 The Organiser reserves the right to delay or reschedule any fulfilment of Prize(s) without providing any reason or notice.
- 2.14 Additional terms and conditions shall apply where Prize(s) are offered in the form of:
<E-wallet credit>
 - (a) Usage shall be subject to further terms and conditions of the relevant e-wallet platform, vendor, merchant, or service provider.

- (b) For e-wallet credit, Winner(s) must ensure the number provided in the participation steps is the number registered with the relevant e-wallet platform.
- (c) The Organiser shall not be liable for any loss, damaged, stolen or misplacement of the e-wallet credit redemption code (where applicable) and/or vouchers by the Winner(s), no further substitution of Prize(s) or refund will be allowed.
- (d) The Organiser shall not be responsible for any loss of use due to expiration of validity period, technical and/or network issues that are beyond the control of the Organiser. No further substitution or compensation will be given to the Winner(s).

3 Selection of Winners

- 3.1 The outcome of the Winners selected and/or shortlisted shall be final and absolute. No substitution, discussion, correspondence, enquiry, appeal or challenge by any of the Participants shall be entertained.
- 3.2 The Organiser reserves the right to decide, amend or extend the winner selection date, winner announcement at any time without further notice to the Participants.
- 3.3 Winner(s) who are unreachable or fails to respond to the Organiser's calls and/or messages within the stipulated notification period and/or after reasonable efforts have been made by the Organiser to contact the Winner(s), shall be deemed uninterested in the Prize(s) and the Organiser shall disqualify the Winner(s) and/or forfeit the winning Prize(s) without further notice.
- 3.4 Where applicable, potential Winner(s) are subject to verification by the Organiser and/or its appointed agency whose decisions are final and binding. The Organiser will not accept screenshots or other evidence of winning in lieu of its validation process unless otherwise mentioned.
- 3.5 The Organiser reserves the right to disqualify or remove the Winner and/or Winner's guest(s) for participation or redemption in whole or in part of the Prize(s), if the Organiser determines, in its sole discretion, that allowing any such participation or awarding any Prize(s) to the Winner(s) and/or Winner's guest(s) could result in health, safety or security risk, disruption of event or other reasons which the Organiser deem unsuitable. No further compensation, refund or substitution will be offered to the Winner(s) and/or Winner's guest(s).

4 Disqualification

- 4.1 The Organiser shall disqualify and remove any Participant(s) from the Promotion/Campaign without prior notification or disclosure of information should the Participant(s) be suspected of tampering with their entries, attempted to undermine the operation of the Promotion/Campaign in any way whatsoever, including but not limited to fraud, cheating or deception or breach the Terms and Conditions.
- 4.2 Any unclear, damaged and/or torn, illegible, duplicate or incomplete entries and/or Proof of Purchase shall be disqualified.
- 4.3 Participant(s) or Winner(s) who engage in an inappropriate or disrespectful behaviour towards the Organiser or its appointed agency shall be immediately disqualified with no further compensation or substitution of Prize(s).

- 4.4 Entries submitted after the Promotion/Campaign period or via method other than the prescribed method shall be disqualified.
- 4.5 The Organiser reserves the right to disqualify any Participant(s) suspected of non-full disclosure of any necessary information required in the Participation steps or when required upon further request by the Organiser.
- 4.6 For the avoidance of doubt, the Organiser will determine, in its sole discretion, what constitutes a valid entry, and reserves the right to reject any submission it deems violate the Terms and Conditions.
- 4.7 In the event of a disqualification after Prize(s) has been awarded, the Organiser reserves the right to demand for the return of the Prize(s) and/or payment of its value from the disqualified Participant. The Organiser reserves its legal rights for further action.
- 4.8 The Organiser reserves the right to refuse or disqualify entries and / or person(s) without having to furnish any proof or explanation to the Participant.

5 Indemnity

- 5.1 Each Participant agrees to indemnify, release and hold harmless the Organiser, its holding, subsidiary or related companies, directors, officers, employees, agents and/or representatives (collectively referred to as “Carlsberg Group”) against any and/or 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/Campaign, acceptance and utilization of any Prize(s), and/or the use of the Participant’s entry and/or likeness in connection with the Promotion/Campaign.

6 General

- 6.1 The Organiser reserves the right to vary, delete or add to any of these Terms and Conditions without prior notice.
- 6.2 The Organiser’s decision on all matters relating to the Promotion/Campaign shall be final and conclusive, no further appeal or correspondences shall be entertained.
- 6.3 By participating in this Promotion/Campaign and/or acceptance of the Prize(s) shall constitute consent of the Participant and/or the Winner’s part (including Winner’s companion’s part, where applicable), to allow the use of the Participant and/or Winner (and Winner’s companion’s) entry, names, images, video footage, voices and/or likeness by the Organiser for editorial, advertising, promotional, marketing and/or other purposes, without further compensation, in any media for an unlimited period of time, except where prohibited by law.
- 6.4 The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay, failure 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 any telephone network or lines, the website, computer online systems, servers or providers, computer equipment, system, apparatus, software, failure of e-mail or receipt of entry on account

of technical problems or traffic congestion on the internet and/or telecommunication services which may affect the Participant's participation in the Promotion/Campaign.

- 6.5 The Organiser excludes its liabilities and responsibilities arising from any postponement, cancellation, delay or changes or modification to the Promotion/Campaign or Prize(s) as a result of any unforeseen circumstances beyond the Organiser's control including but not limited to governmental interference, act of God, civil commotion, riot, war, strikes, national emergencies, act of terrorism and any act or default by any third-party suppliers or vendors.
- 6.6 The Organiser shall not be liable for any misinterpretation of facts in respect of the Promotion/Campaign or Prize(s) offered and published in any mass media, marketing or advertising materials. To the fullest extent permitted by law, the Organiser makes no representations and/or warranties with respect to Promotion/Campaign or any Prize(s). In the event of any discrepancies, these terms and conditions shall prevail.
- 6.7 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(s), 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.
- 6.8 The Organiser shall be entitled to assign or sub-license the whole or any part of its right herein to any third party as may be determined by the Organiser.
- 6.9 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.
- 6.10 The main language of the Terms and Conditions shall be in English language. Any translation to any language other than English shall be for reference only. Should there be any discrepancies between the English Terms and Conditions and the translated version, the English version shall prevail.
- 6.11 The Organiser reserves the right to reschedule, terminate or suspend the Promotion/Campaign without any prior notice. Any rescheduling, termination or suspension by the Organizer shall not entitle the Participants to any claim or compensation against the Organiser, its agent and employees for any and/or damages suffered by or incurred by the Participants resulting from the rescheduling, termination or suspension thereof.
- 6.12 The Terms and Conditions shall be construed and governed in accordance to the laws of Malaysia.

7 Privacy Notice

- 7.1 By participating, the Participant explicitly consents that the Organiser and/or its appointed agency shall store the necessary personal data of the Participant. The Participant also consent to receiving any marketing or promotional notification from the Organiser. The Participant is free to revoke his or her consent to the storage of data by sending an email to the Organiser and by doing so, the Participant is withdrawing his or her participation in this Promotion/Campaign. The Organiser will



use its best endeavours to keep all personal data stored for the purpose of this Promotion/Campaign strictly confidential. [Privacy Policy](#)

-END OF STANDARD TERMS AND CONDITIONS-