

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	Participating MONT (Modern on Trade): Selected Modern Bars, Café, Bistros & Restaurants
6.	Participating Products	Carlsberg Smooth Draught
7.	Participation Requirement	Purchase 1 set of Carlsberg Smooth Draught with a minimum worth of RM100 in a single receipt (“Receipt”) to redeem a Sling Bag (“Redemption Gift”).
8.	Redemption Gift	There is a total of 27,000 Sling Bags to be redeemed throughout this Promotion Period.
9.	Redemption Method	Staff available in the Participating Outlets will proceed to collect the following details from the Participants:- a) Name b) IC Number c) Contact Number d) State e) Receipt Number f) Submission of Proof of Purchase (“Receipt”)

		Redemption Gift shall be on first come first serve while stocks lasts basis. Participants shall redeem the Redemption Gift at the relevant Participating Outlets.
10.	Notification & Fulfilment	N/A
11.	Additional Terms	N/A
11.	Others	For any queries or information related to the Promotion/Campaign, please contact Carlsberg Malaysia Social Media Platform

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.

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-