

Energizer® Longer Lasting Holiday Contest 2022_Terms & Conditions

Summary Terms and Conditions

Open to all residents of Malaysia above 18 years of age. Redemption period between 00:01 GMT+8 1/10/2022 – 23:59 GMT+8 31/12/2022. Purchase any Energizer® batteries, battery chargers, flashlights; *, retain receipt, enter barcode & details at www.energizerholidays.com to get 10% off your next accommodation booking and car hire on Booking.com (excluding any additional extras, taxes or fees). Offer only valid through the dedicated links and promotional codes for bookings prepaid online. Only accommodation featuring the Instant Reward badge are eligible. Codes valid until 31/03/23. Stay & car hire must be completed by 31/03/24. Max 1 claim per receipt. See website for full Terms.

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Full Terms and Conditions

These Terms and Conditions are between you and Energizer Trading Limited located at Sword House, Totteridge Road, High Wycombe, HP13 6DG England (the “Promoter”) and will be treated as having final say in the event of any conflict or inconsistency with other communications, such as advertising or promotional materials. Plej Sp. z o.o. located at ul. Sielecka 35 00-738 Warszawa (the “Administrator”) will be administering this Promotion on the Promoter’s behalf. Participation instructions form part of the Terms and Conditions, and by participating, all participants are considered to have accepted and be bound by the Terms and Conditions. Please keep a copy for your information.

1. This Promotion is open to residents of Malaysia aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion. Energizer will not be responsible for any under-age entries.
2. Purchase is necessary. **Please retain an itemised receipt that states the time and date of purchase prior to entry, but within the Promotion Period, as this may be required for validation and in order for participants to receive their Gift.** Internet access and a valid email address are required.
3. **Promotion Period:** The Promotion is open from 00:01 GMT+8 on the 1 October 2022 and 23:59 GMT+8 on the 31 December 2022 inclusive.

4. **Participation Instructions:**

- a. Purchase any eligible *Energizer*® batteries, battery chargers [or] flashlights within the Promotion Period. Purchase of licensed *Energizer*® products are not eligible for entry. These include automotive/marine batteries, USB chargers and power banks.
- b. Visit www.energizerholidays.com (the “Energizer Promotional Website”) and enter the product barcode, upload a picture of your receipt, and provide your full name, email address and contact number (if requested).
- c. Participants will receive an email to their email address used to participate asking them to verify their entry by clicking a link.
- d. Once verified, participants will receive their gift (“Gift”) via email (please see clause 8 for further details).

5. All participants who submit a valid entry as above will then receive a Gift.

6. Maximum of 1 claim is permitted per product purchased, with a maximum of 1 application for a discount code on the Energizer Promotional Website per day.

7. Maximum of 1 entry is permitted per person during the Promotion Period. One itemised receipt per entry receipt must state the time and date of purchase, which must pre-date the entry date and time, but be within the Promotion Period.

8. **The Gift:** Each valid entrant will receive two discount codes for Booking.com:

- a. 1 x discount code entitling them to 10% off their next accommodation booking (“Accommodation Offering”); and
- b. 1 x discount code entitling them to 10% off car hire (“Car Hire Offering”).

9. **Further Gift & Prize Details and Conditions:**

- a. Accommodation Offering:
 - i. Offer only valid through the dedicated link. Direct bookings on Booking.com will not qualify for the promotion.
 - ii. The access code can be used once on accommodation bookings made and is valid until 31/03/2023.
 - iii. The final amount of your reward is based on 10% of the value of your booking. This amount may exclude some taxes/fees and is subject to currency conversion rates.
 - iv. Accommodations that do not appear with the Instant Reward badge are ineligible for this promotion. Offer only available when booking a property with an Instant Rewards badge.
 - v. Cancelled and ‘no show’ bookings are not eligible for the discount
 - vi. Your price summary will show exactly how much you'll get off your booking.

- vii. Choose 'Payment by Booking' properties when selecting the "Pay Now" and 'Pay Later" option.
 - viii. Access codes are used to unlock the rewards and cannot be applied retroactively after a booking is confirmed.
 - ix. For inquiries and concerns about the offer, you may contact Booking.com Customer Service at www.booking.com/content/contact-us.html.
- b. Car Hire Offering:
- i. Offer only valid through the dedicated link and promotional code. Direct bookings on Booking.com or Rentalcars.com will not qualify for the promotion.
 - ii. Offer only valid if booking is prepaid online. Pay on arrival bookings do not qualify for the promotion.
 - iii. The saving is applied on the car rental booking only, excluding any optional extras (e.g., insurance, GPS, car seat etc.).
 - iv. The promotion has unlimited use of car bookings made until 31/03/23.
- c. Stay and car hire must be completed by 31/03/24.

10. If a customer experiences any issues whilst using the Energizer Promotional Website, please contact customer services at support@energizerholidays.com.

11. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you participate in a way that is not consistent with these Terms & Conditions, your claims (and any of your associated aliases) will be disqualified. Any Gift awarded may be void and recoverable, and the Promoter reserves the right to bar you from participating in future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:

- a. Verify the eligibility of participants by requesting such information it considers reasonably necessary for this purpose. Gift may be withheld until verification is completed.
- b. Disqualify entries that are not made directly by the individual participating in the Promotion.
- c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
- d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
- e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
- f. Disqualify participants who tamper with the claim process.

- g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
 - h. Cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion.
12. The Gifts are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason a Gift or any element of a Gift is not available, the Promoter reserves the right, at its sole discretion to substitute that Gift or element of the Gift for another of equal or greater value.
13. No responsibility can be taken for claims which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any delivery, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to www.energizerholidays.com.
14. The Promoter and its associated agencies and companies are not liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the/a Gift, except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.
15. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances.
16. Providing your personal data is voluntary, but necessary, to participate in the Promotion. The Promoter is the data controller and has appointed the Administrator to be the data processor. Your personal data will be processed based on the legitimate interests of the Promoter (a) for no longer than is necessary to conduct the Promotion and (b) after the Promotion, only to defend against possible claims of participants, or to comply with legal obligations, relating to the Promotion. By participating in the Promotion, you will receive emails from the Administrator in confirmation of your claim and about the Promotion. If you are entitled to a Gift, the Administrator will use your personal data to deliver it. You have the right to access, rectify,

transfer, and delete your personal data and to object to or limit the processing of your personal data. The Promoter does not intend to transfer your personal data to third countries. To learn more about your rights and how to exercise them, including by contacting the Promoter, please visit the Promoter's privacy policy, available through www.energizergrouplegal.com.

17. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
18. By participating, participants will be deemed to have agreed to be bound by these Terms & Conditions, the decisions of the Promoter on any matters whatsoever arising out of or connected with the Promotion are final.
19. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
20. These Terms & Conditions are governed by Malaysia's law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of Malaysia.

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1. This document has been created for a specific promotion. If used for a different promotion, it may not be fit for purpose.
2. Changes made to this document will not be binding on PromoVeritas unless agreed in writing by us. It is the Client's responsibility to inform us of any such changes, as this may affect the legality, operation and delivery of the Promotion.
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Terms and Conditions ENERGIZER® Longer Lasting Holiday Contest 2022 (Malaysia)

These Terms and Conditions are between you and Energizer Malaysia Sdn. Bhd. ("Organiser"). The Organiser is sponsoring the Energizer® Longer Lasting Holiday Contest 2022 ("Contest") and has appointed Havas Immerse Sdn. Bhd. ("Administrator") to administer the Contest. The Organiser will be treated as having final say in the event of any conflict or inconsistency with other communications, such as advertising or promotional materials. Entry/claim instructions form part of the Terms and Conditions, and by participating, all participants are considered to have accepted and be bound by the Terms and Conditions. Please keep a copy for your information.

1. The Contest commences at 12:00am GMT+8 on 1 October 2022 and closes at 11:59pm GMT+8 on 31 December 2022 ("Contest Period"). The Organiser reserves the right to shorten or extend the Contest Period without prior notice. All entries received outside the Contest Period shall be automatically disqualified.

2. This Contest is open to all residents of Malaysia above 18 years of age (as of 1 October 2022) except the employees and immediate families of the Organiser or the Administrator, including their affiliated and/or related companies, distributors, dealers, advertising and promotion agencies. The Organiser and the Administrator will not be responsible for any underaged entries.
3. Purchase is necessary and internet access is required. Participants are required to submit their receipt or provide it to the Administrator on request as proof of purchase.
4. The "Participating Products" for this Contest are Energizer® branded products.
5. To participate in the Contest:
 - a. Participants must purchase any Participating Product worth a total of RM20.00 and above in a single receipt at any participating outlet or their official online shop within the Contest Period. One (1) receipt entitles the participant to one (1) WhatsApp entry submission only.
 - b. Answer the question found in the digital contest form:
 - c. Send the following via WhatsApp to +6017-2908760:
 - i. Clear photo of the entire single receipt;
 - ii. Answer to the question found in the digital contest form: Complete Mr. E's picture-perfect holiday by selecting the missing piece;
 - iii. Date of birth (DDMMYY);
 - iv. Full name as per NRIC.
 - d. Retain original receipt dated within the Contest Period with matching receipt details as per WhatsApp entry as proof of purchase.
 - e. Only original and valid printed receipts will be accepted. Any receipt that is illegible, mutilated, altered, duplicated, tampered with, not obtained legitimately, contains printing typographical, mechanical or other errors or the printing is unclear or does not contain the required information is invalid and will not be accepted. The Organiser and the Administrator reserve the sole discretion and rights to disqualify such invalid receipts.
 - f. In view that the line +6017-2908760 is a special line provided by the Administrator, no acknowledgement receipt will be sent by the Organiser or the Administrator with regards to all entries submitted/sent from the participants to the Administrator via WhatsApp. Any enquiry/call to the line will not be entertained.
6. Selection of winners:
 - a. Grand Prize x 2: The Administrator will determine the entries eligible for prizes as follows. First, determine the quotient of the total number of qualified entries received during the Contest Period divided by 18. Second, based on the order in which the Administrator received entries, shortlist the 18 entries that are a whole number multiple of the quotient.

For example, if the total number of qualified entries is 14,404, the quotient is 800, and the shortlisted entries will be the 800th, 1,600th, 2,400th, and so on. Third, from the shortlisted entries, the 1st, 7th and 13th entries will be the eligible winning entries. Last, if the Administrator disqualifies an entry that had been eligible, the shortlisted entry following it will replace it. For example, if the 7th shortlisted entry is disqualified, the 8th will become an eligible entry.

- b. The eligible prize winners will be contacted by the Administrator via telephone and may be required to correctly answer a simple question before being declared a winner. Should the first attempt to contact the eligible winner fail, i.e. no reply, telephone number not in service or no connection, etc., another two (2) attempts will be made within the next twenty-four (24) hours of the first telephone call. Where such further attempts are unsuccessful, the Administrator reserves the right to disqualify the eligible winner and thereafter contact the next eligible winner.
- c. The eligible prize winners will be required to submit by Pos Laju/courier all the original printed receipts dated within the Contest Period that match all the WhatsApp entries within three (3) working days from the date of notification as proof of purchase, failing which, the Administrator reserves the right to disqualify the eligible winner and thereafter contact the next eligible winner.
- d. The Organiser and the Administrator will not be held liable in the event that, for whatever reason, eligible winners cannot be contacted, incorrectly answer the simple question, or cannot deliver any proper proof of purchase that the Administrator may request.
- e. The list of winners will be published by the Administrator at www.facebook.com/EnergizerMY/ by 15 March 2023.

7. Contest prizes:

- a. Grand Prize x 2: 7D5N Travel package to Japan (worth RM20,000 each).
 - i. Inclusive of (for 2 adults):
 1. Return economy flight tickets to and from KLIA-KANSAI;
 2. 5-night accommodation in Japan;
 3. Selected meals;
 4. Entry tickets into selected attractions.
 - ii. Other than the expenses explicitly stated by the Organiser, all other expenses will be borne by the winner.
 - iii. The Grand Prize shall be arranged and organised by the Organiser, its affiliates and/or any third party supplier(s) nominated by the Organiser (or its affiliates). The date, time and itinerary of the trip (scheduled for either January, February or March 2023) will be determined by the Organiser. Winner must adhere to the final date, time and itinerary set.

- iv. In the event the winner is unable to travel due to any reason whatsoever, the prize will be forfeited. The Organiser will not compensate the winner for their failure or inability to travel.
 - b. Each Participant is entitled to win only one (1) prize throughout the Contest Period.
 - c. All prizes must be claimed at winners' own expense within sixty (60) days after the Contest Period. All unclaimed prizes will be forfeited.
 - d. The Organiser reserves the rights to substitute any prize with that of similar value at any time without prior notice. The value of the prize is correct in Ringgit Malaysia at the time of printing, and the Organiser will not bear any extra cost or loss due to foreign currency rates that may differ from time to time. All prizes are given on an "as is" basis.
 - e. All prizes are not transferable, refundable or exchangeable in any other form for whatever reason.
8. The Organiser and the Administrator are not responsible or liable 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 any telephone network or lines, computer WhatsApp systems, servers or providers, computer equipment, software, failure of e-mail on account of technical problems or traffic congestion on the internet and/or websites.
9. Participants shall assume full liability and responsibility in case of any accident, injury, damage or claim resulting from participation in this Contest.
10. The Organiser is the data user, and the Administrator is the Organiser's data processor. By submitting an entry, you consent to the Administrator: (1) communicating with you about your entry and the Contest, (2) if you are eligible to win, communicating with you to determine whether you may be declared a winner, and (3) if you win, publishing your name at www.facebook.com/EnergizerMY/. Personal data collected from or about you through the Contest will be used and stored only for purposes relating to the Contest. Please read the Organiser's privacy policy, which is available through www.energizergrouplegal.com. This policy explains, among other things, your rights over your personal data and how to contact the Organiser to exercise your rights.
11. By participating in this Contest, participants agree to be bound by the official Terms and Conditions and decisions of the Organiser and the Administrator.
12. The Organiser reserves the rights to amend, delete or add to these Terms and Conditions without any prior notice at any time and the participants shall be bound to such changes.

13. The Organiser and the Administrator's decisions are final. Any correspondence pertaining to a decision will not be entertained.
14. The participant expressly agrees to irrevocably waive and release the Organiser and the Administrator from any loss or damages which the participant may suffer or incur as a result of any actions or omissions by the Organiser or the Administrator or in relation or pursuant to the participant's participation.
15. The participant hereby agrees to indemnify and hold the Organiser and the Administrator, their affiliates, and each of their respective directors, shareholders, employees, partners, agents, contractors, suppliers, and representatives harmless against all losses, damages, claims, liabilities, expenses or costs that arise from or in connection with the participant's participation.
16. These Terms and Conditions herein shall be governed by the laws of Malaysia and the participant further agrees to submit to the exclusive jurisdiction of the Malaysian courts. In the event of any dispute arising hereunder, such dispute shall be resolved by any court of competent jurisdiction in Malaysia.
17. This Contest is in no way sponsored, endorsed, or administrated by, or associated with, Facebook. Participants are providing their information to Organiser and not to Facebook. By entering, participants release Facebook and its parent companies, subsidiaries, affiliates, partners, employees, directors, agents, and advertising agencies, from any and against any and all injury, loss, or damage caused or claimed to be caused by participants' participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prizes.