

# **Jolly Season of Baking**

## **CONTEST TERMS & CONDITIONS**

The “Jolly Season of Baking” (the “Contest”) is a contest organised by PANASONIC MALAYSIA (“the Organiser”). This contest is in no way sponsored, endorsed, administered by, or associated with Facebook, and all participants release Facebook from any liability in connection with this contest. By entering, participants hereby agree to look solely to the Organiser with any comments or issues. It is further understood that participants are providing personal information to the Organiser, and not to Facebook. To participate in this Contest, each participant will be subject to the Organiser's Terms & Conditions and Privacy Policy where applicable. However, your use of the Facebook Platform may also subject you to the Facebook Terms and Conditions (<http://www.facebook.com/terms.php>) and Privacy Policy (<http://www.facebook.com/privacy/explanation.php>). Please read these terms before participating. If you do not accept these Terms and Conditions, please do not enter the Contest.

1. The Contest begins on 1 December 2021 at 12:00:00PM Malaysian Time (GMT +8) and ends on 31 December 2021 at 11:59:00PM (GMT +8) ("Contest Period").
2. **ELIGIBILITY:**
  - 2.1. Participation in this Contest is only open to citizens of Malaysia with valid Malaysian NRIC or permanent legal residents of Malaysia, who are aged 18 years and above, as of the beginning of the Contest.
  - 2.2. Employees of the Organiser, and its parent company, affiliates, subsidiaries, officers, directors, contractors, representatives, agents, and advertising/PR agencies of Organiser, and each of their respective immediate families and household members (collectively the "Contest Entities") are not eligible to enter this Contest.
3. **HOW TO ENTER:** The mechanics for the Contest are as follows (“Entry Criteria”):
  - Step 1: Post your homemade pastry video (30-60 secs) with a creative caption.
  - Step 2: Include the hashtag #Me2Chef #PanasonicCookingMalaysia #JollySeasonofBaking @mypanasonic in your caption.
  - Step 3: Set your Facebook and Instagram profile to public.
  - 3.1. Ten (10) winners from the total number of Entries will be selected throughout the campaign period, subject to eligibility and verification of Entry Criteria.
  - 3.2. Only the Facebook / Instagram account holder who has completed steps (i) to (iv) may participate in the Contest and is eligible for a prize (each an "Entrant and collectively, Entrants"). Entrants are allowed to submit more than one (1) contest Entry during the Contest Period, but are entitled to win only ONE prize. All Entries must be original with rights owned by the Entrants in order to qualify. Any Entry other than as described in the rules is void. Screenshots offered as proof of submitting an Entry will not be deemed by the Organiser as proof of receipt, or Entry in the Contest. Use of any automated system to participate is prohibited and will result in disqualification. Each potential winner may be required to show proof in the form of their Identification Card of being the authorized account holder.
  - 3.3. All Entries must be received by 31 December 2021 at 11:59:00PM (GMT +8). Entries that do not meet the Entry Criteria, or are deemed as inappropriate, incomplete, forged, or offensive by the discretion of the Organiser will be rejected without any prior notification given. All Entries become the exclusive property of Organiser and will not be returned. In

the event of any dispute concerning the identity of any Entrant, the relevant Entry will be deemed submitted by the authorized account holder of the Facebook account used to enter.

4. **SELECTION OF WINNERS:** The factors that the judge(s) will take into account in selecting the winners shall include without limitation, the compliance of the requirements stated in the Contest, and such other factors as the judge(s) deem appropriate in their sole and absolute discretion. Only ONE prize per Entrant, per family, per household is permitted for the Contest. The Organiser's decision on the determination of the winners, is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
5. **PRIZES:** The Prizes of the Contest are as follows:  
**Ten (10) Prizes in total - Panasonic Hand Blender MX-GS1WSK**
6. **PRIZE WINNER NOTIFICATION AND PRIZE COLLECTION/DELIVERY:**
  - 6.1 Winners will be announced within one (1) week after the end of contest period on the Panasonic Malaysia Facebook Page. Shortlisted winners will be privately messaged via Facebook / Instagram account for eligibility and identity verification prior to the winner announcement. Entrants are encouraged to constantly check their Facebook / Instagram direct message inbox. Shortlisted winners will also need to leave a private message on the Panasonic Malaysia Facebook Page once the winners' list has been announced.
  - 6.2 Entrants are required to provide proof of identity and any other details that may be deemed necessary and relevant for the Organiser in its sole discretion, as and when requested/notified by the Organiser for the purposes of verification. Proof of mailing, faxing, or delivering (in any manner whatsoever) any details to the Organiser does not denote proof that the Organiser has received such details.
  - 6.3 The Prize winners may be required to sign an affidavit of eligibility and liability release, and, where permitted, a publicity release (collectively, "Affidavit") prior to collection of the Prize.
  - 6.4 If a potential winner,
    - i. does not respond within seven (7) days of the first notification attempt,
    - ii. has a notification addressed to them that is undeliverable,
    - iii. declines a prize for any reason prior to award,
    - iv. fails to claim the Prize within seven (7) days of successful notification,
    - v. is found to be ineligible or cannot or does not comply with these Official Terms & Conditions, such potential winner may be subject to disqualification, their prize subject to forfeiture, and an alternate winner may be selected from all remaining Entries received.
  - 6.5 Each Prize winner agrees to Organiser's use of Prize Winner's name, city, state, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. All taxes as well as all other costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winner.

## **GENERAL TERMS AND CONDITIONS:**

1. This Contest is open to all Malaysian citizens or permanent legal residents of Malaysia aged 18 years and above at the time of entry. Employees of Panasonic Malaysia Sdn Bhd and related companies, including their families (immediate and distant), friends, organizers, suppliers, agencies, participating dealers, and service providers are strictly prohibited from participating in this Contest.
2. The Contest Organizer reserves the right to exercise its discretion to accept, disqualify, reject, modify, suspend or cancel any Entry application/participation, where and when deemed necessary, in respect to any violation or potential violation of any Terms and Conditions stipulated herewith.
3. The Contest Organizer shall disqualify any Entry application/participation, whereby in its opinion and discretion, a participant is connected or linked to any business dealings with Panasonic Malaysia or has deliberately or negligently submitted a content deemed obscene, defamatory, indecent, politically provocative or generally offensive in nature. Any Entry application/participation submitted containing fraudulent information using false identity or other particulars with the intention to deceive or misrepresent PANASONIC corporate image and/or matters associated therewith shall be disqualified accordingly.
4. The Contest Organizer shall delete and remove any Entry application/participation submission found to be tampering with, disrupting or infecting the network content service system of the Contest with malicious software, thereby affecting the overall registration process of the same.
5. Where appropriate in view of given circumstances, relevant criminal liability and/or civil action may be contemplated by Panasonic and/or the Contest Organizer against any person responsible in contravention clause stipulated herewith upon being advised and considered accordingly.
6. The Contest Organizer may enforce, exempt, amend, remove or determine any Terms and Conditions of the Contest, at any time without prior notice, whereby the Contest Organizer may at its absolute discretion to cancel, postpone, suspend, modify or terminate the Contest at any time without reason or prior notice.
7. Categories of prizes, benefits and/or entitlements awarded to Winners are not exchangeable for cash or any other goods and are non-transferable. The Contest Organizer reserves the right to vary or substitute the Prizes without any prior notice.
8. Winning entries submitted by applicants representing a single family (immediate family) shall not be entitled to more than one (1) prize awarded in any one or all categories of the Contest. Immediate family is defined to include father, mother, wife, husband, son, daughter, brother and sister.
9. In the event of any dispute arising from the Contest including but not limited to claiming of prizes, related benefits and/or entitlements, proper documentary proof is required such as email account details, online media social networks and/or mobile application or notification of the same. Decisions made by the Contest Organizer therewith shall be final and binding onto the parties of the dispute.
10. All personal data information obtained or caused to be obtained throughout the Contest shall be within the responsibility of the Contest Organiser including but not limited in acquiring,

processing, retaining and/or disseminating in compliance with the Personal Data Protection Act 2010 and relevant regulations thereof. Panasonic Malaysia, its affiliates, appointed representatives or agents shall not in any way whatsoever be held or deemed responsible to any claims, demand or liability resulted or attributed to any action or omission compromising the safety and integrity of such personal data. Detailed information on privacy notice is available at <https://www.panasonic.com/my/pdpa.html>, and related enquiries on data protection matters can be directed to [ccc@my.panasonic.com](mailto:ccc@my.panasonic.com).

11. Upon providing information for the application and registration of the Contest, participants unconditionally and irrevocably undertake to represent that such information supplied shall not in whatsoever way infringe any third party's legal rights. In the event any monetary claim or legal proceeding is initiated against the Contest Organizer and/or Panasonic Malaysia pursuant to the use of such information, the participant who supplied the said information shall be made liable to indemnify the parties thereof for any loss, damage or other liability arising therewith.
12. The Contest is in no way deemed sponsored, promoted, endorsed and/or managed by unauthorised individuals or corporate entities associated in any illegal, restricted or improper business practices.
13. Any subsisting Intellectual Property rights either whole or part in any compilation, collective work, or other derivative work created relation to the Contest shall be owned and/or authorized, licensed or assigned by Panasonic Malaysia by law and/or common law.
14. For any whatsoever reason, where any part of the Contest is not capable of being executed as planned by reason of, but not limited to, the infection by computer virus, bugs, tampering, unauthorized interception, fraud, negligence, technical failures or any other causes beyond the control of the Contest Organizer and/or Panasonic Malaysia insofar having corrupted or affected the activity, administration, security, fairness, integrity, or proper conduct of the Contest, the Contest Organizer and/or Panasonic Malaysia reserves the right to exercise its absolute discretion to disqualify any entry and/or cancel, terminate, modify or suspend the Contest.
15. All matters undertaken in relation to the Contest made in accordance to these General Terms and Conditions pursuant to reasonable judgement and discretion shall not be conclusive grounds to hold the Contest Organizer and/or Panasonic Malaysia responsible and liable to any personal injury, property damage or financial loss sustained, afflicted and/or incurred thereof.
16. The Contest Organizer, appointed contractors, agents and/or any other person/entity engaged shall hold harmless, defend and keep indemnified Panasonic Malaysia and/or its representatives from and against all claims, proceedings, demands, damages and/or costs in consequence of any matter, accident including death or injury sustained by third parties arising from deliberated, neglected, defaulted actions or omissions caused or attributed by the parties thereof.
17. Any claims, judgments and/or awards shall be limited to actual out-of-pocket costs associated with entering this contest. Participant shall agree to waive any rights or claims to attorney's fees, indirect, special, punitive, incidental or consequential damages of entrant, whether foreseeable or not and whether based on negligence or otherwise.