Clarins Sdn Bhd 'Bonjour Paris' Contest Terms and Conditions

The terms and conditions contained herein ("**Terms and Conditions**") shall govern this Contest. It is advisable that you read and understand these Terms and Conditions. By entering this Contest, you agree and accept to be bound by these Terms and Conditions.

- 1. The Clarins Sdn Bhd Bonjour Paris ("Contest") is organized by Clarins Sdn Bhd ("Clarins Malaysia"), and will run from 24<sup>th</sup> Nov 2022 (0001hrs, GMT+8) to 29<sup>th</sup> Nov 2022 (2359hrs, GMT+8) ("Contest Period").
- 2. Any person who has fulfilled the criteria below is eligible to participate in this Contest ("Participant(s)"):
  - a. Malaysian resident/ Malaysian permanent resident
  - b. Aged 18 years and above;
  - c. Purchased Clarins products between 24<sup>th</sup> Nov 2022 to 29<sup>th</sup> Nov 2022 via offline (Clarins Retail Boutiques and Clarins Skin Spas) or online (Clarins.com.my) ("**Eligible Participant(s)**");
- 3. The following person(s) shall not be eligible to participate in this Contest:
  - a. Permanent, contractual, temporary employees and business associates of Clarins Malaysia and their immediate family members.
- 4. The mechanics of the Contest are as follows:
- All Participant(s) must make their purchase as a registered customer at either Clarins Retail Boutique/Clarins Skin Spas OR online by logging onto <a href="https://www.clarins.com.my/">https://www.clarins.com.my/</a> to make their respective purchase.
- Upon purchase, Participant(s) to register their personal details including (but not limited to) full name, mobile number, and email address. The submitted mobile number & email address is required to be the same registration details as the Club Clarins registration details.
- Each Participant(s) is eligible to submit one (1) or more entries, and the total retail amount spent will be accumulated for Contest entry.

To complete their entry, the Participant(s) must fill up all details in the form and answer one (1) question.

- The entries must be submitted by 3<sup>rd</sup> Dec 2022 (2359hrs, MY time).
- 5. Winner will be entitled to a pair of return Economy Class tickets to Paris ("**Prize Ticket**") worth RM10,000.

Any unutilized amount will not be refunded. Prize Ticket must be utilized by 30 June 2023.

• There will be one winner, and announcement of the winner will be made on Clarins Malaysia website and Clarins Malaysia Facebook page on 16 Dec 2022.

- The winner will be selected based on the selection criteria which will be solely determined by the judges appointed by Clarins.
- Should a Participant(s)' contact details change during the Contest Period, it is the Participant(s)' responsibility to notify Clarins Malaysia Customer Care Team directly.
- Reasonable efforts will be made to contact the winner. If the winner cannot be contacted within seven (7) working days after the announcement, or if the winner fails to communicate their acceptance of the Prize Ticket to Clarins Malaysia within three (3) working days of being contacted, or is unable to comply with these Terms and Conditions, Clarins Malaysia reserves the right to offer the Prize Ticket to another Participant(s).
- 6. The Prize Ticket is subject to the following conditions:
  - The Prize Ticket is worth RM10,000.00 (Ringgit Malaysia Ten Thousand) Only, and will be by way of a travel voucher to be issued by Golden Tourworld Travel (M) Sdn Bhd.
  - The travel voucher is to be redeemed by 31 March 2023, travel period is valid until 30 June 2023, extension of the validity for redemption and travel will not be permitted.
  - Claiming of the travel voucher is solely for travel to Paris and the air fare is subject to change at time of booking.
  - For claiming of air ticket(s) of the travel voucher, winner must accept the Terms & Conditions quoted in the air ticket(s) issued by Golden Tourworld Travel (M) Sdn Bhd.
  - The winner must be one of the passengers to travel on the air ticket (s).
  - The air ticket(s) include airport taxes and fuel surcharge. Insurance surcharge, freight charges, excess baggage as well as other charges which may be payable or chargeable at any time or any specific airport shall be borne by the winner.
  - If the air fare exceeds the amount of the travel voucher, the recipient of the travel voucher has to pay the differences (if any). If the cost is lower, the difference will not be refunded.
  - Any request by the recipient of the travel voucher to refund, exchange for cash in full or partially will not be acceded by Golden Tourworld Travel (M) Sdn Bhd.
  - If there is any dispute to the above-mentioned terms and conditions, the decision of Golden Tourworld Travel Sdn Bhd will be final

## 7. The Prize Ticket is subject to the following conditions:

- To claim the Prize Ticket, the winner must refer to the specific Prize Ticket for the full terms and conditions.
- The Prize Ticket's validity is final and any request for extension will not be entertained. The Prize Ticket are non-refundable and non-exchangeable for cash or kind whether in part or in full.

- 8. All transportation, accommodation, personal costs and/or any other costs and/or related expenses that are incurred to attend/participate in this Contest and to redeem the Prize Ticket are the sole responsibility of the Participant(s).
- 9. By participating in the Contest, the Participant(s) grant Clarins Malaysia a non-exclusive, royalty-free and transferable right to use, reproduce, edit or distribute any materials submitted for the competition in any media format and any media channels as deemed fit by Clarins Malaysia.
- 10. Clarins Malaysia reserves the right to use, reproduce, edit and distribute materials submitted for this Contest for publication and/or display in any media format and any media channels without obtaining further prior permission and payment of any fees or royalty to the Participant(s).
- 11. Clarins Malaysia reserves the right to use the winner's names, images, comments and materials relating to their Contest for the purpose of any announcement or promotional or marketing purposes in any media format and any media channels without any fee being paid. The Participant(s) shall hold Clarins free and harmless from any claims and/or liabilities whatsoever resulting from the usage or the reproduction of the submitted picture by Clarins. This clause shall survive the expiration of this Contest Period.
- 12. All Participant(s) hereby consent to public disclosure of their names and the results of the Contest.
- 13. Clarins Malaysia, at its sole and absolute discretion, reserves the right to disqualify any Participant(s) and revoke or forfeit any Prize Ticket at any stage of the Contest without prior notice if: (a) the Participant(s) is not an eligible Participant(s); (b) the Participant(s) fails to fully comply with the Terms and Conditions stipulated herein; (c) entries are incomplete; (d) the Participant(s) breaches any of the Terms and Conditions or other rules and regulations of the Contest or violates any applicable laws or regulations; (e) Clarins Malaysia has, at its sole discretion, any reason whatsoever to believe that such Participant(s) has attempted to undermine the operation of the Contest in any way whatsoever, including but not limited to fraud, cheating or deception.
- 14. Clarins Malaysia's decision on matters relating to the Contest (including, but not limited to the selection of the winner) shall be final and absolute. No discussion, correspondence, enquiry, appeal or challenge by any of the Participant(s) in respect of any decision of Clarins Malaysia shall be entertained.
- 15. Clarins Malaysia shall not be liable for any disruption to the Contest, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of disruption to the Contest, reasonable efforts shall be used to remedy the disruption and resume the Contest on a fair and equitable basis to the Participants.
- 16. Clarins Malaysia, its affiliates, subsidiaries, agents, employees, representatives, retailers, distributors, dealers as well as its advertising, creative, media, digital, design and other creative agencies of Clarins Malaysia, shall not be liable for any loss or damage whatsoever suffered (including but not limited to loss of opportunities and any indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from either participation in this Contest or with any of the Prize Ticket offered or forfeited.
- 17. The Terms and Conditions of the Contest shall be construed, governed, and interpreted in accordance with the laws of Malaysia.

- 18. All rights and privileges herein granted to Clarins Malaysia are irrevocable and not subjected to rescission, restraint, or injunction under any and all circumstances. Under no circumstances shall the Participant(s) have the right to injunctive relief or to restrain or otherwise interfere with the organisation of the Contest, the production, distribution, exhibition and/or exploitation of the Contest and/or any product based on and/or derived from the Contest.
- 19. Save and except as provided in these Terms and Conditions, all personal data collected will only be used for the purposes of managing and operating the Contest and not for any other purposes.
- 20. Clarins Malaysia reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without any prior notice.
- 21. These Terms and Conditions will prevail over any inconsistent terms, conditions, provisions, or representations contained in any other promotional materials advertising the Contest.
- 22. The main language of the Terms and Conditions shall be the English language. Any translation to any language other than English shall be for convenience only. Should there be any discrepancies between the English Terms & Conditions and the translated version, the English Terms & Conditions shall prevail.23. Clarins Malaysia reserves the right to cancel, terminate or suspend the Contest without any prior notice. For the avoidance of doubt, any cancellation, termination, or suspension by Clarins Malaysia of the Contest shall not entitle the Participant(s) to any claim or compensation against Clarins Malaysia, its agents and employees for any and all losses or damages suffered or incurred by the Participant(s) as a direct or an indirect result of the act of cancellation, termination or suspension thereof.
- 23. Clarins Malaysia will not be held responsible for any typographical errors or misprint under these Terms and Conditions.
- 24. Any questions, remarks or complaints relating to this Contest may be submitted to Clarins Malaysia Customer Care Team.