# Miles With ecoBrown's

## **TERMS & CONDITIONS**

# **Schedule to Conditions of Entry**

#### 1. Organiser:

SERBA WANGI SDN. BHD. [0280872A] ["The Organiser"]

## 2. Campaign:

MILES WITH ECOBROWN'S. ["Campaign"]

# 3. Campaign Period:

The Campaign starts at 00:00:00 on 01/11/2021 and closes at 23:59:59 on 30/11/2021

# 4. Eligibility:

The Campaign is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Campaign Period. The Organiser shall reserve the right to request for evidence of identification documents.

# 5. Entry Method:

Below are the steps to participate in the Campaign:

# **Step 1 – Download BookDoc Application & register:**

 Participants must first download the BookDoc App and register for a BookDoc Account either via mobile number or email address or social media accounts i.e: Google or Facebook.

#### **IMPORTANT NOTE:**

In order to participate in the Campaign specifically, Participants would need a compatible device or a mobile app that can track their steps. Participants must ensure that their BookDoc account is synced to a compatible device or mobile app upon successful registration. We encourage "Participants" to check on their device compatibility BEFORE registering for a BookDoc account. Participants may refer to BookDoc's FAQ <a href="https://activ.bookdoc.com/faq">https://activ.bookdoc.com/faq</a> for information on compatible devices or mobile apps that can track their steps.

- The Organiser will not be held liable in the event Participants are unable to register for a BookDoc account or after registration, their device or mobile app cannot be synced or deemed incompatible with Bookdoc's app. Please contact BookDoc's customer care for further assistance on this matter: care@bookdoc.com or call 1300 882 362 (Mon-Fri: 9am-6pm, Sat: 9am1pm)
- Participants have the right to request access to and to request correction of their personal data and to contact BookDoc with any inquiries or complaints in respect of their personal data (including the possible choices and means for limiting the processing of their personal data) collected at the point of registering for a BookDoc account under this Step 1 through the BookDoc as follow:

The Personal Data Protection Officer

Email address: pdpa@bookdoc.com

Telephone no: 1300-88-2362

# Step 2 – Search for Event & Insert Referral Code

 Participants may search for the Campaign "MILES WITH ECOBROWN'S" in Activ, under the "Challenges" page or click on the

- Miles With ecoBrown's icon that appears on the BookDoc home page, then click on "Join Now"
- Participants may enter their friend's E-Bib number as a referral code in order to help their friend earn a Miles With ecoBrown's E-Medal. This step is optional, Participants may click "Skip" if they do not have any E-Bib number to key in

#### **Step 3 – Selection of Entry Category and Campaign Participation Fees**

## Paid Entry Participation Fee of RM20 comprising of

- RM20 for Campaign participation ["Participation Fee"]
- All payments made by Participants are collected and processed by BookDoc
- All payments are non-refundable and non-transferable.
- Participants that upgrade from Free Entry to Paid Entry will be entitled for Paid Entry Entitlements only.
- For the Participants' Entitlements, please refer to Paragraph 6, "Entry Categories Entitlement – Paid Entry at RM 20" in this Terms & Conditions

# Upgrade from Free Entry to Paid Entry, with a top-up fee of RM 20

- Participants may choose to upgrade their Free Entry to Paid Entry at any time on or before 23:59:59 on 30/11/2021. There will be an "Upgrade to Paid Entry" button available on the Miles With ecoBrown's event page in the app.
- Once upgraded to Paid Entry, participants will automatically be upgraded to the Paid Entry.

## Step 4 – Register to Participate

- Participants will need to choose their T-shirt size after the selection of the Entry Category.
- Participants must read the Campaign Terms & Conditions; mechanics displayed and complete the required mandatory data below to sign-up:
  - Full Name
  - Last Name
  - Old / New I.C Number
  - o Email
  - Mobile No.
  - Address
  - Postcode
  - City
  - State
  - Date of Birth (DD-MM-YYYY)
  - Gender

# Step 4 – Acknowledgement of Campaign's Terms & Conditions and Privacy Notice, the BookDoc's Terms & Conditions and Privacy Policy:

- The Campaign's Terms & Conditions and Privacy Notice and BookDoc's Rules & Regulations and Privacy Policy will be featured during the Campaign registration at the Confirmation Page. Participants must read, acknowledge and accept the Campaign's Terms & Conditions and Privacy Policy by ticking the relevant box.
- The Terms and Conditions listed here supersedes BookDoc's Virtual Challenges (Paid Entry) Terms & Conditions. Participants should refer to the terms and conditions listed here in regards to the Miles With ecoBrown's challenge only.
- The option to join ecoBrown's and receive updates on ecoBrown's products, samples, events and promotions is not mandatory for "Participants" in order to qualify and be registered as a Participant.

## **Step 5 – Start Recording Step Count during the Campaign Period:**

- Participants may now start walking during the Campaign Period by using the BookDoc App to record their step count with their fitness tracking app or devices synced to the BookDoc app and stand a chance to win Prizes.
- Participants must refresh their steps data on the Activ page on the BookDoc App regularly to ensure that their progress in the challenge is up to date.
- The Organiser's goal is to complete a total of 100,000 Steps from each participant during the Campaign Period.
- Upon achieving the goal of 10,000 participants. The Organiser will donate a total of RM25,000 to ecoBrown's supporting partner, Diabetes Malaysia.
- The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to reset and or amend the Campaign goal.

# Step 6 – Start Completing a Task during the Campaign Period to earn the Entitlements:

 Participants may complete the following tasks to win E-Badges and E-Certificates.

#### a. Referral Code

Participants may share their E-Bib number as a Referral Code with their friends. If their friends were to utilise the E-Bib number shared during registration, the Participant will earn the Miles With ecoBrown's E-Certificate.

## b. 100,000 Steps Finisher

Will be entitled to a goodie pack. Which will be sent to you a

week after the event has ended. The Top Achiever, however, will stand a chance to win amazing prizes.

## **6. Entry Category Entitlements**

## **FREE Entry At RMO Entitlements: None**

#### **PAID ENTRY AT RM20 Entitlements**

- E-Bib
- E-Certificate
- F-Medal\*
- Finisher Goodie Pack worth RM80\*
  - Limited edition ecoBrown's Facemask
  - Limited edition finisher T-shirt
  - ecoBrown's products and Partners' Vouchers
- Top 4 Weekly Achievers Prizes\*\*
- Top 30 Finishers Exclusive Prizes\*\*
- Grand Prizes Lucky Draw\*\*
   \*Entitlements are only valid upon completion of tasks and a minimum of 100,000 steps throughout the Campaign Period. \*\*Winners are only entitled to win once throughout the Campaign Period.

# 7. Entry Deadline:

Participation registration entries for the Campaign must be received by the Organiser on or before the end of the Campaign Period at 23:59:59 on 30/11/2021. All participation registration received outside the Campaign Period will be automatically disqualified. Participants may choose to upgrade their Free Entry to Premium Entry at any time on or before 23:59:59 on 30/11/2021. Please refer to Paragraph 5, "Entry Method: Step 3 – Selection of Entry Category and Campaign Participation Fees" in this Terms and Conditions for further information.

## 8. Weekly Prizes

The Campaign is divided into four [4] weekly periods as follows:

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Week 1: 00:00:00, 01/11 – 23:59:59, 07/11/2021
Week 2: 00:00:00, 08/11 – 23:59:59, 14/11/2021
Week 3: 00:00:00, 15/11 – 23:59:59, 21/11/2021
Week 4: 00:00:00, 22/11 – 23:59:59, 30/11/2021
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- i. Each week throughout the Campaign Period, BookDoc will tabulate each Participant's total steps achieved. The steps will be tabulated as 1 Mile = 1.6 KM = 2,400 steps.
- ii. The top four [4] Participants with the highest number of steps each week will win the following:
- Top 1: Khind [Limited Edition] 0.8L Multi-Function Lunch Box (Worth RM229)
- Top 2: Arissto Products (Worth RM113)
- Top 3: KPJ Healthcare Voucher (Worth RM50)
- Top 4: ecoBrown's Steam Brown Rice 2KG (Worth RM14)
- Winners will also get:
- o BookDoc Recycle Bag and Merchandise
- Nivea products set

There are a total of sixteen [16] Weekly Prizes to be won throughout the Campaign Period.

iii. Each winner is only entitled to win the Weekly Prize once throughout the Campaign Period.

#### 9. Main Prizes

At the end of the Campaign Period, BookDoc will record each of the Participants' total steps achieved throughout the Campaign Period. The steps will be tabulated as 1 Mile = 1.6 KM = 2,400 steps.

Paid Entry Participants that achieve 100,000 steps and above will win:

- 1x Miles with ecoBrown's Limited Edition Special Finisher T-Shirt
- 1x E-medal
- 1x E-certificate
- 1x Finisher Goodie Pack worth RM80
- Eligible to participate in the Finisher Lucky Draw Prize. Refer to Paragraph
   11 for more information.

Paid participants that achieve 100,000 steps and above will also get a chance to win lucky draw prizes:

Grand Prize: iPhone 13 Pro (worth RM4,899)

**1st Prize:** Khind electrical product set – Pressure Cooker, Rice Cooker & Air

Fryer Oven (worth RM1,428)

2nd Prize: Arristo Products (worth RM1000)

3rd Place: KPJ Healthcare Voucher (worth RM800)

# 10. Early Bird Registration Prizes

The first 100 Paid Entry Registrants each will be eligible to win one [1] RM 60.00 worth of Arristo Zero Family Bread and one [1] ecoBrown's Steam Brown Rice 2kg, one [1] BookDoc Recycle Bag and Nivea products set.

# 11. Finisher Lucky Draw Prize (Paid Entry Only)

# Lucky Draw: How to Enter / Mechanics for Premium Category

- Only Paid Entry participants and participants that upgrade to Paid Entry from Free Entry that achieve 100,000 steps and above will automatically enter the lucky draw at the end of the Campaign Period.
- Each qualified participant is eligible to win one Lucky Draw Prize only throughout the Campaign Period.

#### **Allocation of Prizes**

## **Shortlisting of Lucky Draw Winners:**

1. As part of the Lucky Draw Winner selection process, the Organiser will draw from the participants who have completed the challenge.

## 12. Top 30 Completionists (Paid Entry Only)

Only the top 30 paid participants, and the one's that upgraded to Paid Entry. Are able to participate in the Prize Presentation through achieving the most steps in the event.

The Prize Presentation Ceremony will be held mid of December 2021.

That being said, the top 30 finalists will be entitled to the prizes as such:

- KHIND Air Fryer Oven (Worth RM399) x 10
- Arristo Product Voucher (Worth RM399) x 10
- KPJ Healthcare Voucher (Worth RM399) x 10

#### 13. Prize Presentation

Grand prizes' winners and Top Achievers required to attend the prize presentation event or in the event that winners could not attend physically to the event under unforeseen circumstances, winner can assigned one-representative to represent the winner with an authorized letter and identification documents plus inform the organizer 3-days before the event date.

#### 14. Additional Terms

All "Participants" must abide by the terms and conditions of the party[ies] arranging and/or providing for the Prize[s] and the terms and conditions attached to the Prize[s], if any.

- Each Paid Entry Participant may throughout the Campaign Period win only
  - i. One [1] Finisher Goodie Pack
  - ii. One [1] Finisher Lucky Draw Prize
  - iii. One [1] Weekly Prize
  - iv. One [1] Early Bird Registration Prize
- All winner announcements will be made on ecoBrown's official Facebook page. Weekly Top Achievers winner announcements will be made one week after each weekly period whereas other winner announcements will be made two weeks after the end of the Campaign Period.
- All prizes including weekly achiever prizes and entitlements will be delivered
  to the winners within the second week after the end of the Campaign Period
  to the address provided by the winners. The Organiser reserves the rights to
  extend the timelines stated under this clause owing to reasons beyond the
  control of the Organiser.
- All unclaimed/undelivered prizes after the deadline stipulated by the Organiser will be forfeited.
- The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available at any time without prior notice. All Prizes[s] are provided on an "as is" basis and are not exchangeable for credit, other items or vouchers in part or in full.
- The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to disqualify, cancel, terminate or suspend the participant in whole or in part in the event of any violation to the Campaign's Terms and Conditions.

This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at http://www.https://www.ecobrown.com/

collectively "**Terms and Conditions**" and shall be binding on all participants who participate in this Campaign (hereinafter referred to as "Participants", "You", "you", "your").

By participating in the Campaign, you have read and agreed to the **Terms and Conditions** and the processing of your Personal Data in the **Privacy Notice**.

Consumer Services Contact No.: 1800 88 3433

## **Conditions of Entry**

#### 1. Introduction

1.1

These Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between these conditions of entry and the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.

1.2

The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Campaign Period, make Prize substitutions, cancel, terminate or suspend the Campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Campaign will constitute their acceptance of the Terms and Conditions (as changed).

1.3

The Organiser's decision on all matters relating to the Campaign including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

## 2. Campaign Entries

2.1

By submitting an entry to the Campaign, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.

2.2

All costs and expenses incurred and/or arising from the participation in the Campaign, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Campaign shall be borne by the Participant.

2.3

Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay 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 our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet.

# 3. Eligibility A

The Organiser may require a Participant to provide proof of eligibility to participate in the Campaign including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years

## 4. Eligibility B

The following groups of persons shall be eligible to participate in the Campaign:

- a. Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- b. Employees of the Organiser's agencies associated with the Campaign and their immediate families (spouse, children, parents, siblings, and their spouses).

# 5. Disqualification

# 5.1 The following entries will be disqualified:

- a. registration that violates the Terms and Conditions, any applicable laws and/or regulations; and/or
- b. unclear, incomplete, duplicate, copies, illegible or incorrect registration

# **5.2** In addition, the Organiser reserves the right to disqualify any Participant that:

a. undermines, has or attempted to undermine the operation of the Campaign by fraud, cheating or deception; and/or

b. are not eligible or unable to provide proof of eligibility to participate in the Campaign for verification by the Organiser when requested.

5.3

In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand the return of the Prize or payment of its value from the disqualified Participant.

#### **Prizes**

6.1

The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.

6.2

The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.

6.3

Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.

6.4

All Prizes must be taken according to the terms and conditions of the Organiser, its sponsor or third party providing the Prize.

(a)

Tickets to an Event: The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.

(b)

Travel/Holiday Prizes: If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

6.5

Prize(s) are given out on an "as it is" basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.

6.6

Prizes will be sent to the respective winners in the 2nd week of December unless the Organiser prescribes other modes of collection.

6.7

Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment

## 7. Publicity

The Organiser may use a Participant's entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Campaign (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Campaign of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

## 8. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Campaign and any derivative works arising there from will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

# 9. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its subsidiary or related companies as defined in the Companies Act 2016 ("Serba Wangi Sdn Bhd"), directors, officers, employees, agents, sponsors and/or representatives against any and 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 Campaign,

acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Campaign or violation of the Terms and Conditions,

# 10. Limitation Of Liability

10.1

The Participant's participation in the Campaign shall be at the Participant's own risk.

10.2

The Organiser, Serba Wangi Sdn Bhd, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Campaign, as well as the redemption and/or utilisation of any Prize won

#### 11. General

11.1

The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Campaign and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

#### 11.2

Any names, trademarks or logos used and or reproduced in any materials (including marketing and Campaign materials) in connection with this Campaign, in particular, that relates to the Prize, are the properties of their respective owners. This Campaign 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

#### 11.3

The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.

#### 11.4

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 of the Campaign.

Where the Terms and Conditions of the Campaign is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.

11.6

The Terms and Conditions of the Campaign shall be construed, governed and interpreted in accordance the laws of Malaysia

## 12. Privacy Notice

12.1

By participating in the Campaign, the Participant agrees to the processing of the participant's Personal Data by the Organiser in accordance with the Privacy Notice in

https://www.ecobrown.com/miles-with-ecobrown-privacy-notice/

12.2

Dengan menyertai Kempen, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di <a href="https://www.ecobrown.com/miles-with-ecobrown-privacy-notice/">https://www.ecobrown.com/miles-with-ecobrown-privacy-notice/</a>