

#LiveWithConfidence Contest – Terms and Conditions

This #LiveWithConfidence Contest ("Contest") is organized by Prudential Assurance Malaysia Berhad ("PAMB", "we", "our" or "us"). By participating in this Contest, you ("you", "your" or "Participant") agree that you have read, understood and agreed to be bound by the Terms and Conditions for this Contest and by any change or modification we may make to the Terms and Conditions for this Contest with prior notice, in which such notice will be given by PAMB. By participating in this Contest, you also agree to be bound by our Privacy Policy (<https://www.prudential.com.my/en/privacy-policy>). If you do not agree with our Privacy Policy and the Terms and Conditions for this Contest, you will not be able to participate in this Contest.

Contest Period:

This Contest commences on 11th November 2021 at 12.01am and ends on 19th December 2021 at 11.59pm, both dates inclusive ("Contest Period").

Eligibility:

This Contest is open to all Malaysia citizens aged 18 years old and above ("Eligible Participants")

No purchase or payment is required from the Eligible Participants to participate in this Contest.

Contest Mechanics:

1. Entries must be submitted to PAMB within the Contest Period. Entries received after the Contest Period will be disqualified.
2. Eligible Participants can submit the entry in either one of the following methods of entry. Each Eligible Participant may submit multiple entries. However, only one (1) prize will be given to the winner of this Contest. Any additional prize (if declared) will be automatically void.
3. **Method of Entry:**
 - a. *Submission on Facebook ONLY*
 - i. Like PAMB's official Facebook page – Prudential Malaysia
 - ii. Comment(s) **OR** post a photo(s) on #LiveWithConfidence contest Facebook post in the most creative way possible with the Contest's hashtag (#LiveWithConfidence) and respective challenge hashtag in the submission (i.e. #DineWithConfidence, #PlayWithConfidence, or #LaughWithConfidence); and
 - iii. The Eligible Participants' Facebook account privacy must be set as public.

- b. Submission on Instagram ONLY*
 - i. Follow PAMB’s official Instagram account – prudentialmalaysia;
 - ii. Post a photo(s) in the most creative possible on your Instagram with the Contest’s hashtag (#LiveWithConfidence) and respective challenge hashtag in the caption (i.e. #DineWithConfidence, #PlayWithConfidence, or #LaughWithConfidence);
 - iii. Tag prudentialmalaysia Instagram account; and
 - iv. The Eligible Participants’ Instagram account privacy must be set as public.
 - c. Submission on Pulse app ONLY*
 - i. Download and register Pulse by Prudential (“**Pulse App**”) from Google Play Store or Apple App Store;
 - ii. In the Pulse App, head on to “My Communities” and join the community of your choice; and
 - iii. Submit a post(s) on how you #LiveWithConfidence in **any** of the communities below for the respective challenge:
 - Healthy Eating;
 - Move More; or
 - Live Happy.
 - d. Submission on Facebook AND Pulse app*

Please follow the steps provided under paragraph 3(a) and (c) above
 - e. Submission on Instagram AND Pulse app*

Please follow the steps provided under paragraph 3(b) and (c) above
 4. Your submission of entry will be subject to the privacy notice and guidelines governing the submission of content (e.g. comments, media, photos, videos and any other materials that you provide) in Prudential Malaysia Facebook page, Instagram page and Pulse app depending on the method of entry you adopted for that submission (“Submissions Guidelines”). PAMB and Pulse reserve the right to amend and/or remove all or any part of the entries that are submitted for this Contest, without giving prior or any notice to the Eligible Participants, when any part of the entries submitted does not comply with Submissions Guidelines. Any enquiry and/or complaint pertaining to any amendment or removal will not be entertained.
 5. In submitting the entry (including any hashtags, captions, tags used), you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, sub-licensable license to use, copy, modify, publicly display, reproduce, translate, create derivative works from, and distribute such entry, in whole or in part, in connection with the provision, expansion and promotion of PAMB, PAMB’s products and PAMB’s services, in any media known now or in the future. In submitting the entry, you also represent and warrant that you own the entry or that you have all necessary rights to grant us a license to use the entry as described above, and that our use of the entry does not and will not infringe any rights of any third party.

6. If any third party makes a claim against us due to your breach of the Submission Guidelines, you will indemnify us for any costs, expenses, fees, taxes and other liabilities incurred by us arising from such claim, including our reasonable costs and expenses in defending and handling that claim.

Prizes and Selection of Winners:

1. Subject to the Terms and Conditions for this Contest, the Eligible Participant, who is also a winner as selected by PAMB, will be entitled to a maximum of two (2) prize as tabulated below. A maximum of 150 winners who submitted their entries in accordance with paragraph 3 above, will be selected at the end of the Contest Period (“**Winners**”). The entitlement for the Prizes will be based on submission methods.

Submission Platform	Prize Entitlement
Facebook only	1x RM40.00 Watsons OR Shopee Vouchers (subject to availability)
Instagram only	1x RM40.00 Watsons OR Shopee Vouchers (subject to availability)
Pulse app only	1x RM40.00 Watsons OR Shopee Vouchers (subject to availability)
Facebook and Pulse app	2x RM40.00 Watsons OR Shopee Vouchers (subject to availability)
Instagram and Pulse app	2x RM40.00 Watsons OR Shopee Vouchers (subject to availability)

2. In order to select the Winners for this Contest, PAMB will first set the number of winners that can be selected from the entry, by considering the following:
 - (a) the total number of entries submitted via Facebook, Instagram and Pulse App;
 - (b) the total number of entrants; and
 - (c) the total e-vouchers up to RM12,000 that are available for this Contest (“**Prizes**”).
3. PAMB will select the winners based on the top 150 most creative posts / submissions during the contest period, with full compliance of the Terms and Conditions for this Contest (“**Winners**”).

4. **Winners Announcement**
 - (a) An announcement notifying the Winners of this Contest will be made in the **second week of January 2022** on PAMB's official Facebook page, Instagram account and Pulse's Live Happy, Move More and Healthy Eating community pages via a "Winners Announcement Post".
 - (b) Winners must send us a confirmation email to brand.comm@prudential.com.my that includes the following details as validation within fourteen (14) working days from the date of announcement:
 - i. your username used for Facebook, Instagram AND/OR Pulse App;
 - ii. name as per NRIC;
 - iii. mobile number;
 - iv. email address;
 - v. the subject title of your email shall be "#LiveWithConfidence Contest Winner – [please insert your username used for Facebook, Instagram AND/OR Pulse App]"; and
 - vi. a screenshot of your contest submission post on *Facebook OR Instagram OR Pulse App OR Facebook and Pulse App OR Instagram and Pulse App*
 - (c) Only Winners, who respond to us according to the above mentioned requirements, will receive their respective Prizes in the form of unique code via email within thirty (30) working days upon receiving Winners' email with the required details as stated above. Please note that the unique code is tied to ONE (1) usage per Winner and the use of the Prizes is subject to the terms set for the unique code.
5. If the Winners fail to respond with the required details within the timeframe as specified above, the Winners shall be disqualified from this Contest and shall not be entitled to the Prizes.
6. PAMB will communicate with the Winners either via email or telephone for prize fulfilment.
7. The Prizes are non-transferable and not exchangeable for cash, credit or in kind. PAMB reserves the right to substitute the Prizes at its discretion with other form of gifts/rewards of equivalent value with prior notice. The selected Winners who have been notified and contacted are deemed final.
8. The Prizes are exclusive of all charges that may be incurred by the Winners (if any), such as taxes, levies, fees and are subject to any other terms and conditions as may be imposed by PAMB from time to time.
9. PAMB's decision in all matters concerning this Contest shall be final and no correspondence shall be entertained.

Notification:

1. The Winners will be notified through the Winner Announcement as described above.
2. When PAMB makes the Winners Announcement, PAMB shall have the rights to publish the username of the Winners used for Facebook, Instagram AND/OR Pulse App. Further, if PAMB decides to use additional methods to announce the Winners of this Contest in any of PAMB's websites, social media sites, newspapers and/or in its promotional materials, PAMB shall have the rights to publish the username of the Winners, used for Facebook, Instagram AND/OR Pulse App, in the announcements without further notice. Non-acceptance of this clause may result in an alternate Winner being chosen.
3. Winners are personally responsible for ensuring that their particulars, contact details and email address have been accurately submitted.
4. PAMB shall not be held responsible or liable for any late, misdirected, lost or unsuccessful efforts to notify the Winners.
5. Where any Prizes have been forfeited due to the Winners are ineligible, disqualified and/or do not claim the Prizes, PAMB may, at its sole discretion, give the forfeited Prizes to another Eligible Participant(s) from the remaining eligible entries. In such an instance, the other Eligible Participants shall be selected using a method to be determined by PAMB at its sole discretion.

Disclaimers:

1. By entering this Contest, each Eligible Participant agrees that PAMB, its respective employees, officers, directors, agents, affiliates, parent and subsidiaries shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with this Contest, or resulting from acceptance, possession, use/misuse of prizes, or participation in this Contest, including without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy. Each Eligible Participant further agrees that PAMB will not be responsible or liable for any entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, duplicated or otherwise not in compliance with these Terms and Conditions
2. PAMB is not and will not be responsible or liable for any injury or damage to the Eligible Participants' or to any other person's computer relating to or resulting from entering or downloading materials in connection with this Contest. PAMB is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission due to technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, communications line failure, server failure, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by the Eligible Participants or by any of the equipment or programming associated with or utilized in this Contest or traffic congestion on the Internet or at any website, or by any human error which may occur in the processing of the entries in this Contest, or any combination thereof.

Submission of Unlawful Material:

Eligible Participants shall not submit any Unlawful Material (defined below) in the course of participating in this Contest, or use this Contest to upload, post, email, transmit or otherwise make available such Unlawful Material. "Unlawful Material" shall include (but not be limited to) any sexually explicit ideas or material or any idea or material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable or infringes any patent, trademark, trade secret, copyright or other proprietary rights of another. The Eligible Participants will indemnify PAMB for all of PAMB's losses that may arise from submission of any Unlawful Material. PAMB reserves the right, in its sole discretion, to delete unlawful material and disqualify any such individual or Eligible Participants, and to bar the individual or Eligible Participants from participating in any other contest or promotions, permanently or for such period of time as PAMB shall decide. PAMB's decision in this matter shall be final and no correspondence shall be entertained.

Disqualification:

PAMB reserves the right at its sole discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of this Contest, to be acting in breach or potential breach of these Terms and Conditions. PAMB's decision in this matter shall be final and no correspondence shall be entertained.

General Terms and Conditions:

1. The laws of Malaysia shall govern this Contest. This Contest is void where any Terms and Conditions applicable to this Contest are prohibited or restricted by any local, national, state, or any governmental laws. This Contest is also subject to these Terms and Conditions.
2. PAMB reserves the right to change the qualifying/selection criteria and allocation of Prizes from time to time at PAMB's absolute discretion.
3. PAMB also reserves the right to amend these Terms and Conditions, and to suspend, terminate, delay or vary this Contest with prior notice to the Eligible Participants.
4. The mode of notification (if any) of the amendment, suspension, termination, delay or variation shall be at PAMB's sole discretion, including but not limited to displaying the same in any of PAMB's website or social media sites.
5. PAMB's decision on any and/or all matters relating to this Contest including the selection of the names of the Winners, the Terms and Conditions herein or any amendments to the same shall be final, binding and conclusive and no correspondence will be entertained.
6. By participating in this Contest, the Eligible Participants agree to be contacted by PAMB's appointed agency for prize fulfilment or administration of this Contest (if any) ("Agency"), agree to disclose their personal details (including but not limited to name, NRIC number, phone numbers and email address) to the Agency as well as agree and authorize the Agency to disclose their personal details to PAMB in relation to and for the purposes of this Contest.