
Terms and Conditions for Tender, Loving, Self-Care Challenge

1. This "Tender, Loving, Self-Care Challenge" ("Challenge") is offered by Prudential Assurance Malaysia Berhad only ("PAMB", or "we" or "us" or "our"). By participating in this Challenge, you agree that you have read, understood and agreed to be bound by the Terms and Conditions of this Challenge and any change or modification that we may make to the Terms and Conditions for this Challenge with prior notice. By participating in this Challenge, you also agree to be bound by PAMB's Privacy Policy accessible at www.prudential.com.my/en/privacy-policy.

2. **Challenge Period:**

This Challenge shall commence from 6 March 2023 to 31 March 2023, both dates inclusive ("Challenge Period").

3. **Eligibility:**

(a) This Challenge is open to all registered users of the Pulse App ("Pulse User" or "you").

(b) No purchase or payment is required from you to participate in this Challenge.

4. **Challenge Mechanics**

(a) To participate in this Challenge and to be rewarded, you are required to:

- (i) Download and register the Pulse App from Google Play Store or Apple App Store;
- (ii) On the Pulse App homepage, head to "My Communities" and join all of the communities ("Pulse Communities");
- (iii) Submit a post on Pulse's "Live Happy" community on the most creative way on how you prioritize self-care and positivity in different aspects of your life. Insert the title of your submission post as "#TenderLovingSelfCareChallenge"; and
- (iv) Email your posting from Clause 4(a)(iii) to brand.comm@prudential.com.my by 31 March 2023.

("Eligible Participant").

(b) Your entry submission will be subject to the Pulse App terms and conditions and Pulse Privacy Notice. Amongst others:

(i) PAMB and Pulse Ecosystems Pte Ltd ("PEL") reserve the right to amend and/or remove all or any part of the entries that are submitted for this Challenge, without giving prior or any notice to you, when any part of the entry submitted does not comply with the Submissions Guidelines (as defined in the Pulse App terms and conditions). Any enquiry and/or complaint pertaining to any amendment or removal will not be entertained.

(ii) In submitting the entry (including any hashtags, captions, tags used), you grant PAMB and PEL each 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 and/or PEL, PAMB's and/or PEL's products and 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 PAMB and PEL, each a license to use the entry as described above, and that their use of the entry does not and will not infringe any rights of any third party.

(iii) If any third party makes a claim against PAMB and/or PEL due to your breach of the Submission Guidelines (as defined in the Pulse App terms and conditions), you will indemnify PAMB and/or PEL for any costs, expenses, fees, taxes and other liabilities incurred by PAMB and/or PEL arising from such claim, including reasonable costs and expenses in defending and handling that claim.

5. Prizes and Selection of Winners:

- (a) Prudential shall select 100 Eligible Participants as the winners based on the top 100 most creative posts/submissions after the Challenge ends ("Winner") and each Winner will be entitled to only one (1) Prize (as defined below), regardless of the number of entries submitted during the Challenge Period. Any additional prize (if declared) will be automatically void. For avoidance of doubt, if the Winner has submitted multiple eligible entries, the EARLIEST date of entry will be treated as the winning entry and the other entries will be void.
- (b) Each Winner will win Shopee voucher(s) totaling RM50 ("Prize") and the redemption/usage of the Prize is subject to the terms and conditions of Shopee Mobile Malaysia Sdn Bhd. The Winners shall be solely responsible for the redemption/usage of the Prize. PAMB shall not be liable or be required to offer replacement of the Prize or otherwise to compensate any Winner for any:
 - (i) non-availability, discontinued or cancelled Prize;
 - (ii) improper use of the Prize;
 - (iii) alterations made to the Prize; and/or
 - (iv) inability to redeem/use the Prize due to technical issues.
- (c) The Winner agrees to directly resolve any complaint or dispute in respect of the Prize with Shopee Mobile Malaysia Sdn Bhd, which for the avoidance of doubt is not PAMB or PEL.
- (d) Upon the Prize being delivered to the respective Winners via email (which will be sent to the same email address used by the Eligible Participant to fulfill clause 4(a)(iv) above), PAMB shall be fully discharged of its obligations in relation to the Prize and shall have no further obligations in connection with it.
- (e) The Prizes are non-transferable and not exchangeable for cash, credit or in kind. PAMB shall have the right to substitute the Prize with other form of gifts/rewards of equivalent or lesser value without prior notice.
- (f) PAMB's decision on all matters concerning this Challenge shall be final and no correspondence on them shall be entertained.
- (g) Winners Announcement

PAMB will communicate with each Winner via the same email address used by the Eligible Participant to fulfill clause 4(a)(iv) above. The delivery of the Prize will be made one (1) month after this Challenge ends.

6. Notification:

- (a) The Winners will be notified through the Winners Announcement as described in clause 5(g) above.
- (b) When PAMB makes the Winners Announcement, PAMB shall have the right to publish the Winners' username used in the Pulse App. Further, if PAMB decides to use additional methods to announce the Winners of this Challenge in any of PAMB's websites, social media sites, newspapers and/or in its promotional materials, PAMB shall have the right to publish the Winners' usernames used in the Pulse App in the announcements without prior notice. Non-acceptance of this clause may result in an alternate Winner being chosen by PAMB.
- (c) Winners are personally responsible for ensuring that their particulars, contact details and email address have been accurately submitted.

- (d) PAMB shall not be held responsible or liable for any claim or Prize(s) that is late, lost, damaged or misdirected due to technical or system failures or any other causes beyond the reasonable control of PAMB.
- (e) Where PAMB finds any Winner to be in non-observance to the Terms and Conditions of this Challenge, PAMB shall have the right to disqualify the participation of the Winner and forfeit the Prize announced for such Winner. In such event, PAMB will not be liable for any costs, refund or losses incurred by the Winner. PAMB may give the forfeited Prize to other 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.

7. Disclaimers

- (a) By entering this Challenge, you agree 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 Challenge, or resulting from acceptance, possession, redemption/use/misuse of Prizes, or participation in this Challenge, including without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy. You further agree 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.
- (b) PAMB is not and will not be responsible or liable for any injury or damage to your or to any other person's computer relating to or resulting from entering or downloading materials in connection with this Challenge. 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 you or by any of the equipment or programming associated with or utilized in this Challenge 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 Challenge, or any combination thereof.

8. Submission of Unlawful Material

You shall not submit any Unlawful Material (defined below) in the course of participating in this Challenge, or use this Challenge 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. You will indemnify PAMB for all of PAMB's losses that may arise from submission of any Unlawful Material. PAMB shall have the right to delete Unlawful Material and disqualify you and to bar you from participating in any other challenge 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.

9. Disqualification

PAMB shall have the right to disqualify you if it determines you to be tampering with the entry process or the operation of this Challenge, 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.

10. General Terms and Conditions

- (a) The laws of Malaysia shall govern this Challenge and you agree to submit to the exclusive jurisdiction of the courts of Malaysia. This Challenge is void where any Terms and Conditions applicable to this Challenge are prohibited or restricted by any local, national, state, or any governmental laws. This Challenge is also subject to these Terms and Conditions.
- (b) PAMB shall have the right to change the qualifying/selection criteria and allocation of Prizes from time to time.

- (c) PAMB shall have the right to amend these Terms and Conditions, and to suspend, terminate, delay or vary this Challenge with prior notice to you.
- (d) The mode of notification (if any) of the amendment, suspension, termination, delay or variation shall be at PAMB's discretion, including but not limited to displaying the same in any of PAMB's website or social media sites.
- (e) In performing your duties under this Challenge, you must comply with all applicable anti-bribery and anti-corruption laws (and regulation and guidance). In particular, you hereby acknowledge and agree:
 - (i) to comply with the Malaysian Anti-Corruption Commission Act 2009, the US Foreign Corrupt Practices Act, the UK Bribery Act, and the Hong Kong Prevention of Bribery Ordinance, together with any related regulation and guidance and that you shall not act in such a way that is or could be constructed as a violation of these laws and requirements, including but not limited to offering a bribe or making a facilitation payment to a public official or to any other party;
 - (ii) that you will ensure that your activities in connection or relating to your obligations under these Terms and Conditions will not cause PAMB to be in breach of any anti-bribery and anti-corruption laws (and related regulation and guidance);
 - (iii) if you, in connection with or relating to your obligations under these Terms and Conditions, are asked to partake in any activity, that is in violation of any anti-bribery or anti-corruption laws, or becomes aware of any such conduct by your workforce or within your control and concerning or relating to these Terms and Conditions, you agree to immediately report the details of this to PAMB; and
 - (iv) PAMB shall have the right to disqualify your entry/entries on no notice, without liability for any actual breach of this clause.
- (f) PAMB's decision on any and/or all matters relating to this Challenge including the selection 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.