

# Terms and Conditions of "Our Reason Is You Contest" ("Terms and Conditions")

1. This "Our Reason Is You" ("**Contest**") is organised by Prudential Assurance Malaysia Berhad ("**PAMB**", or "**we**" or "**us**" or "**our**"). By participating in this Contest, you agree that you have read, understood and agreed to be bound by the Terms and Conditions and any change or modification that we may make to the Terms and Conditions, with prior notice to you. By participating in this Contest, you also agree to be bound by our Privacy Policy accessible at www.prudential.com.my/en/privacy-policy.

# 2. Contest Period

This Contest shall commence from 23 July 2024 to 31 August 2024, both dates inclusive ("**Contest Period**")

## 3. Contest Eligibility

This Contest is open to all PAMB's customers who are Malaysian citizens, owns a policy(ies) with PAMB and are not **PRU**Services Web users during the Contest Period. ("**Eligible Participants**", "**you**" or "**your**")

### 4. Contest Mechanics

To participate in this Contest, the Eligible Participants must, within the Contest Period, create a **PRU**Services Web account for the first time at pulse.wedopulse.com/my during the Contest Period.

### 5. Contest Reward

- a) Subject to the Terms and Conditions for this Contest, the first 17,550 Eligible Participants who fulfils paragraph 4 above ("Winner") will be rewarded with one (1) Touch 'n Go Credit Reload Pin ("Contest Reward") only, worth an amount within the ambit set out in paragraph 5(c) below.
- b) Each Winner shall be entitled to only one (1) Contest Reward regardless of the number of accounts created and number of policies linked onto the **PRU**Services Web account.
- c) The distribution of the Contest Rewards is through first come, first-served basis. The value for each Contest Rewards are as follows:

Contest Reward	Quantity
RM200 Touch 'n Go Credit Reload Pin	100
RM150 Touch 'n Go Credit Reload Pin	100
RM100 Touch 'n Go Credit Reload Pin	100
RM 80 Touch 'n Go Credit Reload Pin	150
RM 50 Touch 'n Go Credit Reload Pin	200
RM 30 Touch 'n Go Credit Reload Pin	200
RM 10 Touch 'n Go Credit Reload Pin	16,700

d) The Contest Reward will be sent to the Winner's email which is registered for PRUServices Web, fourteen (14) working days from the fulfilment of requirements in paragraph 4 above. To receive the Contest Reward, you must ensure that your email address registered with PRUServices Web is valid.



- e) PAMB shall not be responsible or otherwise to compensate you if your email address is suspended, frozen or closed before or during the delivery of the Contest Reward for whatever reason, and PAMB reserves the right to forfeit the Contest Reward.
- f) The usage of the Contest Reward is subject to the terms and conditions as determined by Touch 'n Go Sdn Bhd ("Touch 'n Go"). You agree to directly resolve any complaint or dispute in respect of the Contest Reward with Touch 'n Go.
- g) Upon the Contest Reward being sent to you via your registered email with PRUServices Web, PAMB shall be fully discharged of its obligations in relation to the Contest Reward and shall have no further obligations in connection with it.

### 6. General Terms and Conditions

- a) You must ensure that your particulars and any information provided to PAMB are complete and accurate. PAMB may request for further information from you for any reason it thinks appropriate, including to determine the authenticity of such information.
- b) If any third party makes a claim against PAMB due to your breach of the Terms and Conditions, you will indemnify PAMB for any costs, expenses, fees, taxes and other liabilities incurred by PAMB arising from such claim, including reasonable costs and expenses in defending and handling that claim.
- c) By entering this Contest, 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 Contest, or resulting from acceptance, possession, redemption/use/misuse of the Contest Reward, or participation in this Contest, including without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy.
- d) You 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, libellous, 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 PAMB 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 contests or promotions, permanently or for such period of time as PAMB shall decide. PAMB decision in this matter shall be final and no correspondence shall be entertained.
- e) You shall be solely responsible for the redemption/usage of the Contest Reward. PAMB shall not be liable or be required to offer replacement of the Contest Reward or otherwise to compensate you for any:
  - i. non-availability of, discontinued, invalid, or cancelled Contest Reward;
  - ii. redemption, use or misuse of the Contest Reward;
  - iii. alterations made to the Contest Reward; or
  - iv. inability to redeem or use the Contest Reward due to technical issues.
- f) The Contest Reward are non-transferable and not exchangeable for cash, credit or in kind. Any request for the Contest Reward to be delivered to a third party will not be entertained.



- g) PAMB shall have the discretion to decide in respect of all matters and disputes concerning this Contest in accordance with treating you and PAMB customers fairly, including substituting the Contest Reward with other form of gifts/rewards of equivalent value, with prior notice.
- h) PAMB shall have the right to disqualify you and forfeit the Contest Reward if PAMB determines you to be tampering with the entry process or the operation of this Contest, or any of the Terms and Conditions are not fulfilled. In such event, PAMB will not be liable for any costs, refund or losses incurred by you.
- i) PAMB shall have the right to amend the Terms and Conditions, and to suspend, terminate, delay or vary this Contest with prior notice to you. The mode of notification (if any) of the amendment, suspension, termination, delay, or variation shall be at PAMB discretion, including but not limited to displaying the same in any of PAMB website at <u>https://bit.ly/OurReasonlsYouContest</u> or social media sites. For the avoidance of doubt, any variation, cancellation, termination, or suspension by PAMB of this Contest shall not entitle you to any claim against PAMB for any and all losses or damages suffered or incurred as a direct or indirect result from the cancellation, termination, or suspension.
- j) PAMB decision on all matters concerning this Contest, including the Terms and Conditions, shall be final, binding, and conclusive. No correspondence and/or appeal shall be entertained.
- k) The laws of Malaysia shall govern this Contest and you agree to submit to the exclusive jurisdiction of the courts of Malaysia. This Contest is void where any Terms and Conditions are prohibited or restricted by any local, national, state, or any governmental laws.
- I) The Terms and Conditions as well as the Contest Reward are separate from your insurance proposal(s) and/or insurance policy(ies) and shall not in any event be construed as a variation to the terms and conditions of your insurance proposal(s) and/or insurance policy(ies). All insurance proposals are subject to PAMB standard processing and/or underwriting rules. Further, the Contest Reward shall not form part of the rights, benefits and monies payable under your insurance policy(ies). The Contest Reward will be delivered to you in accordance with the Terms and Conditions even after you have assigned the rights, benefits and monies payable under your insurance policy(ies) absolutely to another person.
- m) In performing your duties under this Contest you must comply with all applicable anti-bribery and anti-corruption laws (and related regulations 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 with or relating to your obligations under the Terms and Conditions will not cause PAMB to be in breach of any antibribery and anti-corruption laws (and related regulations and guidance);
  - iii. if you, in connection with or relating to your obligations under the Terms and Conditions, are asked to partake in any activity, that is in violation of any anti-bribery or anti-corruption laws, or become aware of any such conduct by your workforce or within your control and concerning or relating to the 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 paragraph.
- n) Regardless of anything to the contrary contained in this Contest,
  - i. if PAMB learns or is notified that the Eligible Participants is named on any Sanctions list, or is threatened with being added to any Sanctions list; or
  - ii. if PAMB could be found to be in breach of Sanctions obligations as a result of this Contest, then PAMB shall disqualify the Eligible Participants with immediate effect and take any other action we may deem appropriate, including but not limited to notifying any relevant government authority without notice and liability.

"Sanctions" refers to any restrictive measures imposed on targeted regimes, countries, governments, entities, individuals, and industries imposed by international bodies or governments in Malaysia or outside of Malaysia, including but not limited to the Office of Financial Sanctions Implementation HM Treasury, the United Nations, the European Union, the US Treasury Department's Office of Foreign Assets Control and the Hong Kong Monetary Authority.

This paragraph, and our ability to claim for any losses that we may incur arising out of the operation of this paragraph, shall survive any termination or expiry.

o) The Terms and Conditions may be provided in English, Chinese and Bahasa Malaysia. In case of any inconsistencies between these three versions, the English version shall prevail.