

Terms & Conditions for Federal Oats Mills Sdn Bhd “Hooked On Captain Oats Giveaway” on Captain Oats Facebook Page

General

1. “Hooked On Captain Oats Giveaway” (“Giveaway/Campaign” is wholly organized by Federal Oats Mills Sdn Bhd 196501000388 (6187-T) “Organiser”.

2. This Giveaway is subject to the rules and conditions determined by the internet social website, Facebook, the relevant laws of Malaysia, and is not offered or valid outside of Malaysia.

3. This Giveaway is open to all Malaysians (“Participants”) aged 18 and above. Participants’ age must be at least 18 years old on the day of their entry submission. Parental consent must be obtained if the participant is below the age of 18. By participating in this Giveaway, participant hereby warrants to the Organiser that she/he has obtained such parental consent and the absence of request for proof of the same by the Organiser is not a failure on the part of the Organiser.

4. The following group of individuals may participate in this Giveaway but shall not be eligible to win:

1. Permanent and/or contract employees of Federal Oats Mills Sdn Bhd (including its associated and related companies) and their immediate family members (children, parents, brothers and sisters, including spouses); and/or
2. Representatives, employees and/or agents of advertising and/or promotion service providers of Federal Oats Mills Sdn Bhd.

Giveaway Details

5. Campaign Duration: This Giveaway will **end on 08 April 2023 at 11.59pm** on Captain Oats Facebook Page and Winners will be announced on **15 April 2023**. All Entries received outside the Campaign Period will be automatically disqualified.

6. The Organiser will verify for each entry throughout the Campaign Period according to each submission via the webform and Comments in the FB Post (“Qualified Entry”). Organiser is not responsible for any liability incurred or liability arising from any postponement, delay on the delivery of prize(s), or arising out of any unforeseen circumstances, outside control of the Organizer and for any act or default of any third-party supplier or vendor. Entries are only eligible through purchase from online shopping platforms - Shopee, Lazada, or Captain Oats official website. Multiple entries are permitted as long as the participants have unique purchases with a unique Order ID. Multiple entries may increase the probability of winning, it does not guarantee a win because all winners will be chosen at random by software, from all the Qualified Entries received. All fields of the entry form must be filled and valid.

7. How to Qualify:

Step 1: Buy any Captain Oats products worth a minimum of RM8.90 and above at

- i) Shopee: [Official Store](#) OR
- ii) Lazada: [Official Store](#) OR
- iii) Captain Oats official website: shop.mycaptainoats.com and submit your entry details here at this link [captainoatsgameon](#)

Note: One unique receipt for each submission

Step 2: Type “**Oats that get you hooked**” with the hashtag **#HookedOnCaptainOats** and Tag 3 friends in the Comment section of the FB post that you were redirected from.

Step 3: Follow Captain Oats FB - <https://www.facebook.com/captainoats>

*** Winners will be selected randomly and announced on Captain Oats FB page on **15 April 2023**.

8. Prizes: Cash Prizes of a total RM5,000 to be given away. Prizes will be transferred to winner’s bank account (confirmed with winners via PM/DM)

- a) 1 winner – RM1,000
- b) 4 winners – RM500
- c) 3 winners – RM300
- d) 11 winners – RM100

Winner Selection

9. All winners will be chosen at random by software, from all the Qualified Entries received. In the event of a dispute, the winner’s entitlement is subject to the sole discretion of the Organiser. The Organiser’s decision is final and no correspondence and final decision of the will be entertained.

Prizes Claims

10. All Prizes will be processed for delivery to the winners within six (6) to eight (8) weeks from the Contest Period end date: 06 April 2023. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.

11. The Prizes must be claimed within two (2) weeks from the date of the announcement or notice of the claim of the Prize whichever is earlier failing which will result in disqualification and forfeiture of the Prizes. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.

12. Only Participants that fulfill the Giveaway regulations stated above shall be eligible to win the prize. Incomplete entries/duplicate entries/duplicate “tag” whereby same individuals are tagged by multiple participants/invalid “tag” (of accounts deemed fake or invalid) and/or Participants that fail to fulfill the Giveaway regulations will automatically be disqualified from the Giveaway without prior notice.

13. The winner will be selected based on the full discretion of the Organizer. Organizer reserves the right to select Winner based on any criteria that the Organiser considers as appropriate.

Other Rules and Regulations

14. The decisions of the Organiser or any appointed parties to select a winner are final, conclusive and binding. No further appeal, inquiry and/or correspondence will be entertained.

15. The Organiser (including its respective employees, staff and agents) shall not be liable for any loss (including loss of opportunity and consequential loss arising therewith) and/or any damage suffered by any winner relating to the Giveaway, in any form whatsoever.

16. The Organiser reserves the rights to publish or display materials or information, including but not limited to the names of all Participants for marketing, advertising and publicity purposes in any manner it deems appropriate to the extent permitted by Law.

17. The Organiser reserves the right to change the terms and conditions of the Giveaway, cancel, terminate or suspend the Giveaway with or without any prior notice and reason. For the avoidance of doubt, cancellation, termination or suspension by the Organiser shall not entitle the Participants to any claim or compensation against the Organiser for any and all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.

18. The Organiser reserves the right to audit any or all information supplied by Participants and each Participant agrees to assist the Organiser in any such audit in every way possible. For any Participant who knowingly provides false information on their entries, the Organiser reserves the right to withdraw the prize or submission, to publicize the withdrawal and present the prize to another **Participant.**

19. The Organiser reserves the right, in its sole discretion, to disqualify any Participant that is found or suspected of tampering with the Giveaway submission process, the operation of the Giveaway or to be in violation of the Conditions of Access of the web-site or usage policy of the website. The Organiser reserves the right to disqualify any Participant and/or to forfeit any Prize and/or reward from a Participant it believes has undertaken fraudulent practice and/or activities or other activities harmful to the Giveaway or the Giveaway submission process.

20. The Organiser reserves its right to vary, delete or add to any of these Terms and Conditions and/or substitute or replace the Prizes from time to time without any prior notice.

21. By participating in the Giveaway, it is deemed that the Participants agree to be bound by the terms and subject to the conditions herein set out upon submission of entry. The decisions of the Organiser in relation to every aspect of the Giveaway including but not limited to the type of prizes and winners shall be deemed final and conclusive under any circumstances and no complaint from any Participants will be entertained.

22. The Organiser shall not be responsible for any costs incurred by Participants /Winners/ Winner's Guests for travel, accommodation and other related costs in participating in the Giveaway or any losses incurred whatsoever due to any changes, postponement or cancellation to the Giveaway.

23. Winners take full responsibility and assume all risks and accept full responsibility for any and all damages and personal injury of any kind, including death resulting directly or indirectly therefrom.

Publicity

24. 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 Promotion (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and promotion 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.

Intellectual Property Rights

25. 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 Promotion and any derivative works arising therefrom 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.

Judging

26. 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 Campaign sample 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).

27. 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.

28. By participating in the Campaign, Participants are taken to have read, understood and agreed to be bound by these Campaign Terms & Conditions, and accept that all decisions by the Organiser are final and binding.

Privacy Notice Personal Data Protection Act 2010 ("PDPA")

29. By entering into this Campaign, all eligible participants consent to the use of their Personal Data by the Organizers for the running of this Campaign or for any publicity of the Campaign in any form and through any media;

30. The eligible participant acknowledges that the Organizer is authorized to process his/her personal data provided pursuant to this Campaign in accordance with their respective data privacy policies.

31. By participating in this Campaign, you agree that you are above the age of 18 and have read and understood the terms of the privacy notice and consent to the processing of your personal data as below:

32. Your personal data, including, and without limitation, the personal data obtained from you directly when you provide us with personal information, e.g. when you register for our Campaign, buy a product or service from us, sign up to receive information, use our applications, fill out a survey, or make a comment or enquiry, and/or any further updates provided to us by you in relation to your personal information ("Personal Data"), will be processed for the purpose of your participation in our Campaign, to provide you with products or services that you request from us, to provide you with advance notice of our future events, to respond to your inquiries, to provide you information about our products, services and/or new releases which may be of interest to you, to invite you and your subscription to our newsletters, and/or for auditing purposes in cases where there have been disputes (collectively, "Purpose").

33. We also wish to inform you that your Personal Data may be disclosed to third parties, such as to our headquarters, regional offices, subsidiaries, affiliates and/or members within the Federal Oats Mills Sdn Bhd group of companies, and/or our service providers, which may be located outside Malaysia, for reasons relating to the Purpose.

34. If you wish to access, correct, limit or update your Personal Data, or to make any inquiries or complaints about the processing of such information, please contact:

Federal Oats Mills Sdn Bhd – Marketing Department
Address: PMT 1227, Lorong PSPN 2,
Penang Science Park North,
14100 Simpang Ampat, Penang, Malaysia.
General Tel: 04-518 668

35. This Giveaway and the terms and conditions herein are governed by the laws of Malaysia and any disputes arising therefrom will be referred to the non-exclusive jurisdiction of the courts of Malaysia.