

TERMS AND CONDITIONS	
Organizer	Dutch Lady Milk Industries Berhad
Promotion/Campaign Name	Festive Collaboration with Dutch Lady Professional & Monin - #DutchLadyProXMonin Festive Celebration Campaign
Promotion Period	1st January 2024 to 29th February 2024 (both dates inclusive).
Eligibility	Open to all Malaysians aged 16 years and above as at the start of the Promotion Period except employees and immediate family members of FrieslandCampina and/or Dutch Lady Milk Industries Berhad, including its agencies, distributors and/or suppliers.
Campaign Mechanics	<p>a) For Consumer(s)/Diner(s) at Participating Cafés: Snap, Post, Tag Participating Cafés and Hashtag #DutchLadyProXMonin on Instagram Contest</p> <p>Five (5) winners each stand a chance to win one (1) iPhone SE (128GB) (“Prize”) when they order any of the eight (8) special campaign/festive beverages during the Promotion Period.</p> <p><u>How to Participate:</u></p> <ol style="list-style-type: none"> 1. Purchase of a Dutch Lady Professional x Monin festive drink in a single receipt (Proof of Purchase) at any participating cafés (offline) during the Promotion Period from January 1st, 2024, to February 29th, 2024. Any entries posted after the Promotion Period will be automatically disqualified. 2. Snap a clear picture of the Dutch Lady Professional x Monin festive drink bought at a participating café, in a creative manner together with a creative caption and post it on your Instagram Feed, tagging the Instagram account of the participating café where the drink is from along with the hashtag #DutchLadyProXMonin (“Posting”). Make sure the account is set to the public. Instagram stories are not qualified as part of the Posting. 3. The Posting must be submitted through your own personal Instagram accounts that are set to the public. Submissions through non personal Instagram accounts are strictly not allowed and will be automatically disqualified. 4. Five (5) winners will be chosen based on the most creative Posting. The decision by the Organiser is final and binding, no further correspondence or appeal will be entertained. 5. Multiple Postings are allowed by a participant, but each eligible participant is only entitled to a maximum of ONE (1) Prize if selected.

6. Any misrepresentation of facts or particulars or non-compliance with any of the terms herein shall result in automatic disqualification.
7. The Organiser shall have the absolute discretion to remove, delete and disqualify any Postings that are inappropriate, which may include but not limited to Postings that contain any form of profanity or content that invoke sensitivity.

b) For Participating Cafés:

One (1) winner which consists of the highest tagged participating café on Instagram for the #DutchLadyProXMonin Festive Celebration Campaign during the Promotion Period, stands a chance to win a Specialty Coffee Association Professional Barista Course for two (2) persons.

How to Participate:

1. **Eligibility:** Participating cafés must be new and first-time purchasers/customers of Dutch Lady Professional products and must not have purchased Dutch Lady Professional products in the last three (3) months from Dutch Lady Milk Industries Berhad and/or its agencies, distributors and/or suppliers.
2. Participating cafés must only purchase Dutch Lady Professional products (including multiple promotional packages) from authorized distributors of Dutch Lady Milk Industries Berhad.
3. Participating cafés shall be entitled to one (1) free Monin product for every order of five (5) cartons of Dutch Lady Professional products, throughout the Promotion Period and on a while-stocks-last basis only.
4. As agreed between the Organiser and the relevant participating café, include all or any of the eight (8) campaign/festive beverages into the participating café's menu.
5. Promote the Dutch Lady Professional x Monin Drink to all diners during the Promotion Period from January 1st, 2024, to February 29th, 2024.
6. Encourage all diners to order and share clear photo(s) of the Dutch Lady Professional x Monin festive drink on Instagram, tag participating cafés and hashtag #DutchLadyProXMonin during the Promotion Period.
7. Any misrepresentation of facts or particulars or non-compliance with any of the terms herein shall result in automatic disqualification
8. The decision by the Organiser is final and binding, no further correspondence or appeal will be entertained.

Prize Claim	<p>a) <u>For Consumer(s)/Diner(s) at Participating Cafés:</u></p> <p>Snap, Post, Tag Participating Cafés and Hashtag #DutchLadyProXMonin on Instagram Contest</p> <ol style="list-style-type: none"> 1. All results will be announced in March 2024 by the Organiser on Dutch Lady Professional MY’s Instagram page. 2. All shortlisted entries will need to use the same account to send a Direct Message to Dutch Lady Professional MY’s Instagram page within seven (7) days from the date of announcement to provide their personal contact details such as: <ol style="list-style-type: none"> (i) Subject header #DutchLadyProXMonin; (ii) Username on Instagram; (iii) Full name as per NRIC; and (iv) NRIC for identification and prize delivery purposes (“Direct Message”), <p>Once the shortlisted entries are verified, winners will be prompted to provide:</p> <ol style="list-style-type: none"> (i) Contact number; and (ii) Delivery address. 3. Failure to respond by any of the shortlisted entries within the relevant response window shall be automatically disqualified. 4. The Organiser shall not be held responsible for any failure on the part of shortlisted entries to: a) Receive the Organiser’s announcement on the shortlisted entries; or b) Send a Direct Message to the Organiser within the stipulated response window. 5. The Organiser will not be held liable in the event of the winners cannot be contacted for whatever reason. <p>b) <u>For Participating Cafés:</u></p> <p>The Organiser will liaise directly with relevant contact person and/or person-in-charge for the #DutchLadyProXMonin Festive Celebration Campaign from the winning participating café.</p>
General Conditions	<ol style="list-style-type: none"> 1. All decisions made by the Organiser in relation to this Campaign including but not limited to the selection of winners and forfeiture of Prizes (if any) shall be final, conclusive, and binding. No queries, challenges, correspondence, or appeals will be entertained. The selection of the winners shall be in accordance with the Participants’ satisfaction with the Campaign’s entry criteria and determined at the Organiser’s sole and absolute discretion. The receipt by any winner of any Prize under this Campaign is

	<p>conditional upon compliance with all applicable laws, rules, and regulations.</p> <p>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. All Prizes are not transferable, non-refundable, and non-exchangeable for cash and will only be presented to winners who are able to satisfy the Organiser’s prize claiming requirements as set out herein.</p> <p>3. The Organiser will not be held liable in the event of non-receipt or delayed delivery of any form of notification to the participants. All costs incidental to a participant’s participation in the Campaign and redemption and/or usage of the Prize shall be solely borne by the winners.</p> <p>4. Participants shall not, without the prior written approval of the Organiser, speak to the press or any other media nor give any interviews or comments relating to the Campaign.</p> <p>5. The Organiser and its partners and/or sponsors for the Campaign (if applicable) shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury, or death in connection with the Campaign or any prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).</p> <p>6. If applicable, all warranty claims regarding a Prize should be directed to the applicable manufacturer or supplier. The Organiser shall not be responsible for any breaches of contract or any actions or omissions on the part of any manufacturer or supplier of Prizes, nor be liable in any way to any party for any loss or damage arising in connection with the Campaign or any Prize. Except to the extent that they may not be excluded by law, all representations, warranties, terms, or conditions that are not expressly stated in these terms and conditions which apply to this Campaign and in respect of the Prizes and all implied warranties are excluded, including, but not limited to, the implied warranties of satisfactory quality, merchantability, or fitness for a particular purpose of any of the Prizes.</p> <p>7. The Organiser reserves the right, in its sole discretion, to disqualify any Participant that is found or suspected of tampering with the Campaign Mechanics, the operation of this Campaign and/or to be in violation of the Terms and Conditions hereof. If any winner is</p>
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	<p>disqualified from the Campaign, the Organiser at its sole discretion may decide whether a replacement winner should be selected.</p> <p>8. The Organiser reserves the right to reject/delete any submissions which contain any elements of nudity, pornographic images, graphic violence, defamatory or libelous statements or materials that are considered illegal or may contravene the laws of Malaysia or materials that are likely to tarnish the Organiser's image or reputation.</p> <p>9. The Organiser, its affiliates, subsidiaries, promoters and agents shall not be liable in any way for the following: a) any additional expenses incurred by participants for taking part in the Campaign; b) any sort of technical failure; c) intervention by unauthorized parties during the Campaign; d) electronic and/or human errors in the administration of the Campaign and processing of entries; and/or e) any data entry that is lost, stolen, damaged, wrongly delivered or not received which is not due to the sole negligence or willful default of the Organiser.</p> <p>10. All participants unconditionally agree to assume full liability and responsibility to the extent permitted by law in the event of any loss, mishap, injury, damage, claim, or accidents (including death) suffered because of or arising from their participation in this Campaign, redemption and/or utilization of the Prizes and/or Organiser's products.</p> <p>11. All entries submitted for the Campaign shall become the property of the Organiser. The Organiser reserves the right to use, publish, disclose, or display the name, address, last 4 digits of the winners' identification card (IC) number, photograph, particulars and/or documents of all winners for advertising and publicity purposes. The winners or their duly authorized representatives may be required to attend prize presentations and/or participate in publicity programs, which the Organiser may from time to time organize in connection with the Campaign and if so, such winner(s) or their duly authorized representatives should attend such functions at their own cost and expense.</p> <p>12. The Organiser reserves the right to change, cancel, terminate, or suspend the Campaign at any time for the duration of the Promotion Period without prior notice. For the avoidance of doubt, cancellation, termination, or suspension by the Organiser of the Campaign shall not entitle the Participants to any claim or compensation against the Organiser for any or all loss or damage</p>
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	<p>suffered, or costs and expenses incurred by the participant either directly and/or indirectly arising from or in connection with the cancellation, termination, or suspension of the Campaign by the Organiser.</p> <p>13. By participating in this Campaign, participants are taken to have read, understood, and agreed to be bound by these Terms and Conditions, and accept that all decisions by the Organiser are final and binding. The Organiser reserves the right to change, amend, add, or delete any of these Terms and Conditions at any time without prior notice to the participants and the participants agree to be bound by such changes.</p> <p>14. For further enquiries about this, please send a direct message to the Dutch Lady Professional Instagram page.</p> <p>15. The Campaign and these terms and conditions shall be governed by the laws of Malaysia and the participants agree to submit to the exclusive jurisdiction of the Courts of Malaysia.</p> <p>16. In the event of any conflict between the English version of these Campaign terms and conditions and other language versions, the English version shall prevail.</p>
<p>THE ORGANISER'S PERSONAL DATA PROTECTION ACT COMPLIANT NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010</p>	<p>1. The Organiser shall process the personal data that you have provided in the online entry form such as your name, national identity card number, contact details, address, (including any details contained therein) and any other information that has been requested from you in this Campaign (“Personal Data”).</p> <p>2. By submitting an entry and participating in this Campaign, you hereby consent and agree to the processing of your Personal Data by the Organiser in accordance with the Organiser’s Personal Data Protection Act Compliant Notice for purposes of this Campaign including in the manner as specified below:</p> <ul style="list-style-type: none"> a. to the use of any Personal Data by the Organiser for the Campaign such as for management and administration of the Campaign; to deliver the prize(s) to you should you be selected to be a winner etc. b. to publish your name and last 4 digits of your identification card (IC) number on the Organiser’s Instagram page or any event page, and/or any other platforms of the Organiser as it deems fit if you have been selected as a winner; and c. to send you news and promotional material and information from the Organiser. Provision of your Personal Data for this

purpose is voluntary and you may withdraw your consent for this purpose at any time by contacting the Organiser using the contact details below.

- 3. Your Personal Data is being processed by or on behalf of the Organiser. Save as indicated otherwise herein, provision of your Personal Data is mandatory if you wish to participate in this Campaign. Failing to provide your Personal Data will result in the Organiser not being able to process your participation or to contact you in the event you are selected as a potential winner or recipient of any Prize or reward.**
- 4. The Personal Data that you provide us with may be disclosed to our service providers and external agencies such as digital agencies engaged by the Organiser for the management of the Campaign and to process your participation in this Campaign. Your Personal Data may also be transferred and accessed outside of Malaysia by the Organiser's related entities in the region and the Organiser's headquarters.**
- 5. You are responsible for ensuring and you warrant that the Personal Data you provide us is accurate, complete, and not misleading and updated.**
- 6. If a participant informs the Organiser via Careline at 1-800-88-1191 or at dutchladycareline@frieslandcampina.com that the above information should not be used as a basis for further contact, the Organiser will respect such participant's request. For the Organiser's full Personal Data Protection Act Compliant Notice, please refer to the Organiser's website at <https://www.dutchlady.com.my/privacy-policy/> (English version) or <https://www.dutchlady.com.my/dasar-privasi/?lang=bm> (Bahasa Malaysia version).**