



## **NOTICE:**

# **RHB Raya Film Instagram Contest 2024 Terms and Conditions**

### **1. About the RHB Raya Film Instagram Contest**

The RHB Raya Film Instagram Contest is organized and sponsored by RHB Bank Berhad (“Organizer”) and governed by the terms and conditions (including any amendments made thereto by the Organizer from time to time) herein contained (“Terms and Conditions”). By participating in the contest, it shall be deemed that you (“Entrant”) have:

- Read, understood and accepted the Terms and Conditions.
- Would not proceed with the participation of the RHB Raya Film Instagram Contest if you do not accept any of the Terms and Conditions.
- Understood that the RHB Raya Film Instagram Contest is in no way sponsored, endorsed, administered by or associated with Instagram or its affiliates.

### **2. Eligibility**

2.1. The RHB Raya Film Instagram Contest is open to all RHB Group Instagram Followers who:

- are residents or permanent residents of Malaysia;
- hold a valid identification card; and
- have a valid Instagram account. Please refer to the terms and policies contained in Instagram’s website which will bind the Instagram’s users.
- All participants must be an RHB Banking Group Instagram follower.
- The Organizer shall have the right to verify the eligibility of each Entrant.

### **3. The RHB Raya Film Instagram Contest Period**

3.1 The RHB Raya Film Instagram Contest begins from 29 April 2024 and ends on 26 May 2024 (“Contest Period”).

3.2 All entries received after the contest period shall automatically be disqualified. The Organizer reserves the absolute discretion to extend or shorten the RHB Raya Film Instagram Contest period at any time with prior notice by means of communication that the Organizer may deem appropriate.

### **4. How to Participate**

#### **4.1 Instagram**

4.1.1 To participate in the RHB Raya Film Instagram Contest, the eligible Entrants is required to click “Follow” and be a fan of the ‘RHB Group’ Instagram Page ([www.instagram.com/rhbgroup](https://www.instagram.com/rhbgroup)) (“Contest Page”)

4.1.2 The RHB Raya Film Instagram Contest will require the Entrant to comment their answer to the 1 subjective question in the comment section and tag 3 friends as well.

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4.1.3 Submissions on platforms other than RHB Group's Instagram page on the designated contest post i.e. Facebook, Twitter, TikTok, YouTube are not eligible for consideration.

4.1.4 Eligible Entrants will be judged to be selected as one of the 3 Winners of the week based on the Organizer's requirements on the 1 answer they have answered and an adherence towards the mechanics of the contest.

4.1.5 Eligible Entrants can submit more than one entry.

## **5. Prizes**

5.1 Twelve (12) Winners will be selected across 4 weeks of the entire contest with 3 Winners being announced each week

5.2 The prize is a Shopee Voucher (priced at RM100 each) and each winner will receive 3 vouchers amounted to RM300.

5.3 Prizes won are non-transferable to any third (3<sup>rd</sup>) party and non-exchangeable for up-front cash, credit, cheque or in kind, in part or in full.

5.4 The Organizer reserves the absolute right to substitute the prize with other item(s) of similar values at any time with prior notice by means of communication that may be deemed appropriate by the Organizer. The prize shall be given on an "as is" basis.

5.5 The Organizer reserves the absolute right to appoint a third party to conduct verification of the winner. The Entrants agree that he/she consents for the Organizer to provide their information to such third party to facilitate such services.

5.6 It is a condition precedent to the RHB Raya Film Instagram Contest that all participants consent to the public disclosure of their names and their particulars (including release of their photographs and/or videos) for publicity or publication purposes connected with this activation without payment or compensation. Such winners also consent to co-operate with and participate in publicity activities related to the RHB Raya Film Instagram Contest organized by the organizer, at their own expense without compensation whatsoever. Winning Entrants undertake to provide such documents in this regard as may be requested by Organizer.

5.7 Prize featured in all printed materials and/or Contest Page are for illustration purposes only. Any props, accessories or equipment featured with the Prize in any pictorial materials are for decorative purposes and shall not form part of the Prize.

5.8 The Organizer shall not be liable in any circumstances for any loss, defacement, tear, and damage, expired or stolen Prize. Any request for replacement of such loss, defaced, torn, damaged, expired or stolen Prize shall not be entertained by the Organizer.

## **6. Selection of the 12 Best RHB Raya Film Instagram Contest Winners and Announcement**

6.1 The RHB Raya Film Instagram Contest winners will be announced on the RHB Group Instagram Page Feed/Story at the end of every week of the contest until the end date (26 May 2024).

6.2 Each winner will be contacted by the organizer through a private message via Instagram inbox and they will need to provide their details (full name, NRIC contact number, mailing address & email address) within Twenty (20) days of the winner announcement.

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6.3 Failure to do so, prizes shall be forfeited or disposed of at the discretion of the Organizer.

6.4 The Organizer reserves the right to disqualify or reject, at its sole and absolute discretion, any Entrants and/or revoke or forfeit any prizes at any stage of the challenge with prior notice by means of communication that may deem appropriate if the Organizer believes that:

- i. the Entrant is not eligible in accordance to the terms herein stated;
- ii. the entries are incomplete and/or failure to comply with any of the Terms and Conditions;
- iii. the Entrant breaches any of the Terms and Conditions or other rules and regulations of the RHB Raya Film Instagram Contest or violates any applicable laws or regulations;
- iv. the Entrant has undermined or tampered or attempted to undermine or tamper the operation or process of the challenge in any way whatsoever, including but not limited to fraud, cheating or deception;
- v. the entries contain politically motivated, obscene, profane, vulgar, abusive, hateful, threatening, harassing, or otherwise offensive language or material;
- vi. the potential winner fails to provide identification details within Twenty (20) days of the winner announcement.

6.5 All decisions of the Organizer on all matters relating to the RHB Raya Film Instagram Contest shall be final, conclusive and binding against them.

## **7. Disclaimer, Indemnity and Right of the Organizer**

7.1 The Entrants understand and agree that the access to RHB Group Instagram Page, the participation of the RHB Raya Film Instagram Contest and the usage of the contest is solely at his/her own risk and the Entrants agree to assume full responsibility and agree that the Organizer shall not under any circumstances be liable to any Entrants or other person whether in tort, contract, statute or otherwise for any direct, indirect, incidental or consequential damage and costs, and for damages for any loss of profit or revenue or otherwise, arising out of or in connection to any use of, access to, participation or inability to use or access or participate in the RHB Raya Film Instagram Contest and that the Organizer makes no warranty or representation of any kind, including but without limitation to the following:

- i. the continuous, uninterrupted and error-free operation of the RHB Raya Film Instagram Contest;
- ii. the accuracy of the information or statement provided herein;
- iii. freedom from any actual, direct, indirect, incidental or consequential loss, destruction, damage, corruption, attack, interference, hacking, or other security intrusions whatsoever; or
- iv. the security and freedom from any computer viruses or other contaminating or harmful properties.

7.2 The Entrants acknowledge and agree that to the fullest extent permitted by law, the Organizer disclaims any and all liabilities for any claims for damages, losses, costs and/or expenses arising from or connected with the Entrant use of the Organizer Page and/or the participation of the RHB Raya Film Instagram Contest.

7.3 The Organizer reserves the absolute right to change, amend and/or vary the mechanics of the RHB Raya Film Instagram Contest and/or vary any of these Terms and Conditions from time to time with prior notice either by displaying on the RHB websites and/or other means of communication that may deemed appropriate by the Organizer. If any future modifications of these Terms and Conditions are unacceptable to the Entrants, they should discontinue any further participation.

## **8. Intellectual Property Rights**

8.1 The RHB Raya Film Instagram Contest and any information available on it including, but not limited to, text, graphics, photographs, diagrams, symbols, icons, images, music, source codes, software and trademarks (including the

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collection, arrangement and compilation of such information), are protected by copyright, design, trade mark and other intellectual property rights owned by or licensed to the Organizer, its licensors or other third parties.

8.2 Save where such usage as expressly permitted by statute, the Entrants are not allowed to copy, use, adapt, reproduce, publish, upload, download, post, transmit, broadcast, sell, store in any retrieval system, modify, alter, display in public or distribute in whatsoever manner any contents of the RHB Raya Film Instagram Contest whether in whole or in part, for any purpose whatsoever without the prior written approval of the Organizer. When expressly permitted by statute, the Entrants may download materials displayed on the RHB Group Instagram Page for non-commercial, personal use only as long as the Entrants keep all copyright, trade mark and other proprietary notices intact.

8.3 All submissions made by the Entrants are original work of the Entrants or the copyright has been licensed to the Entrants and the posting of the comments do not and will not infringe the copyright or any intellectual property right of any party. By participating in the RHB Raya Film Instagram Contest, the Entrant agrees or if consent is required, has procured the relevant consent that the Organizer may use the answers in the submission to be featured in the RHB Raya Film 2024 post campaign messaging without any compensation, reward or payment and the Organizer is also allowed to keep or display the videos as part of its collection and/or archive. Each Entrant shall indemnify and keep the Organizer indemnified against all losses, damages, fines, penalties, costs, expenses, claims, actions and/or proceedings that the Organizer may incur and/or suffer as a result of the entrant's breach of this provision.

## **9. Personal Data**

9.1 By providing your personal information, you consent to the Organizer processing your personal information for any and/or all of the following purposes ("Purpose"), if applicable:

- a) administering the RHB Raya Film Instagram Contest and contacting you in relation to the same;
- b) cross-selling, marketing and promotions of products and/or services of RHB Banking Group and its strategic alliances; or
- c) other related and legitimate business purposes;

9.2 Your personal information may be disclosed to other companies within the RHB Banking Group (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), service providers, and vendors and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to the Organizer.

## **10. General Terms and Conditions**

10.1 The Organizer shall not be liable for any default in respect of the RHB Raya Film Instagram Contest due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, storm, technical or system failures or any event beyond the reasonable control of the Organizer.

10.2 Under no circumstances shall the Organizer be liable to any loss and/or damage incurred by any party (including without limitation to the loss of income, profits or goodwill whether the same be direct or indirect, incidental, consequential, exemplary or punitive) nor shall the Organizer be liable for any special damages to any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with the RHB Raya Film Instagram Contest even if the Organizer have been advised of the possibility of such loss and/or damages in advance, and all such loss and/or damages have been expressly excluded.

10.3 The Organizer reserves its right to cancel, terminate or suspend RHB Raya Film Instagram Contest with sufficient prior notice to Entrants.

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