# **TERMS & CONDITIONS – Nationwide Share Ownership Campaign Giveaway**

The Nationwide Share Ownership Campaign Giveaway ("Giveaway") is carried out by Bursa Malaysia Berhad ("Bursa Malaysia). By participating in this Giveaway, parties agree to be bound by the terms and conditions stated herein.

Bursa Malaysia reserves the right to vary, delete or add to any of the terms and conditions herein, without prior notice. For the avoidance of doubt, the aforementioned shall not entitle the Participant to any claim or compensation against Bursa Malaysia or its Group of Companies for any or all losses or damages suffered or incurred by them whether as a direct or indirect result of changes in the terms and conditions.

## Eligibility

No purchase or payment is required to participate in this Giveaway.

This Giveaway is open to all Malaysian residents in Malaysia including employees of Bursa Malaysia, its affiliates, subsidiaries (including permanent, temporary, and contracted staff) and their family members, advertising, media, digital, creative agencies, and suppliers, and service providers, and their family members ("Participants"). Participants must be individuals 18 years of age or older as at the date of entry into the Giveaway.

## **Giveaway Period**

This Giveaway commences on 26<sup>th</sup> Oct and ends on 31st December 2018 ("Giveaway Period"). Bursa Malaysia reserves the right to amend the Giveaway Period or cancel, modify or postpone the Giveaway for any reason whatsoever. For the avoidance of doubt, the aforementioned shall not entitle the Participant to any claim or compensation against Bursa Malaysia or its Group of Companies for any or all losses or damages suffered or incurred by them whether as a direct or indirect result of the act of cancellation, termination, suspension or discontinuation with the Giveaway.

## Method of Entry to the Giveaway

- 1. Visit http://www.bursamarketplace.com/t/opentradingaccount
- 2. Fill up the form

All aforementioned Giveaway Entries submitted, must comply with the terms and conditions herein.

Bursa Malaysia reserves the right to amend and/or remove all or any messages that are submitted in relation to the Giveaway, without giving prior or any notice to Participants.

Participants may submit multiple Giveaway Entries, but will only be eligible to win one (1) prize.

All Giveaway Entries shall become the property of Bursa Malaysia. Participants agree that all information contained therein may be used for marketing purposes.

#### Selection of Winner and Prizes

Fifty (50) winner(s) will be selected at random and win a 500GB Bursa Marketplace portable hard disk each.

Submissions must fulfill all Giveaway requirements in these terms and conditions. Bursa Malaysia has the sole discretion to select the winner. All decisions relating to winners are deemed final and no further correspondence relating to the same shall be entertained.

Winners will be notified via email.

Prizes are not exchangeable for items in kind, and are not transferable. Bursa Malaysia reserves the right to replace any prize at its discretion, with another prize of similar or lesser value without any prior notice.

Prizes are exclusive of all charges (if any) that may be incurred by the winners, such as taxes, levies and fees.

### **Notification**

Bursa Malaysia shall not be held responsible or liable for any late, misdirected, lost or unsuccessful efforts to notify the winners. Bursa Malaysia shall have no liability for any winner's failure to receive notices due to spam, junk e-mail or other security settings, Facebook services or interruption in the internet connection etc.

### **Prize Distribution**

Bursa Malaysia will deliver or present the prize to the winners within 90 working days from each announcement of winners.

Bursa Malaysia expressly disclaims any and all liabilities arising from any lost, damaged or unsuccessful delivery of the prize.

### **Prize Redemption**

Bursa Malaysia may, at its sole discretion, give the prize to another Participant from the remaining eligible entries, if the original Winner is uncontactable, does not respond to Bursa Malaysia or does not redeem or collect his/her prize within the time stipulated by Bursa Malaysia.

Bursa Malaysia reserves the right to request for written proof of residency and of the age of the winners before the prize is dispatched, collected or presented. Bursa Malaysia shall also have the right to require the winners to execute a deed of release and indemnity in a form prescribed by Bursa Malaysia in order to receive the prize.

### **Use of Information**

Bursa Malaysia shall have the rights to publish the name and NRIC number of the winners in any of Bursa's websites, social media sites, the newspapers and/or in its promotional materials without further notice. Non-acceptance of this clause may result in an alternative winner being chosen. Winners are personally responsible for ensuring that their personal particulars, contact details, email address and mailing address have been accurately submitted.

The Winners hereby agree to the use of their names, nicknames, photographs, voice or video recordings, and other information obtained from them for the purpose of publicity, advertising, trade or promotion in any media by Bursa Malaysia without any prior consent or compensation.

# **Participant Conduct**

Participants should not submit any inappropriate, unlawful or offensive material in the course of participating in the Giveaway, or use the Giveaway to upload, post, email, transmit or otherwise make available such materials. The Participants will indemnify Bursa Malaysia for all of Bursa Malaysia's losses that may arise from submission of any such materials. The materials referred to herein 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. Bursa Malaysia reserves the right, in its sole discretion, to delete such material and disqualify any Participant, and or bar the Participant from participating in any other contests, giveaways or promotions, permanently or for such period of time as Bursa Malaysia shall decide. Bursa

Malaysia's decision in this matter shall be final and no correspondence shall be entertained.

Bursa Malaysia reserves the right at its sole discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of the Giveaway or to be acting in breach or potential breach of these Terms and Conditions. Bursa Malaysia's decision in this matter shall be final and no correspondence shall be entertained.

#### **Disclaimers**

By entering the Giveaway, each Participant agrees that Bursa Malaysia, its respective employees, officers, directors, affiliates, parent and subsidiaries shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with the Giveaway, or resulting from acceptance, possession, use/misuse of prizes, or participation in the Giveaway, including without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy. Each Participant further agrees that Bursa Malaysia 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.

#### **General Terms and Conditions**

This Giveaway and these Terms and Conditions shall be governed by the laws of Malaysia.

Information submitted with an entry is subject to the Personal Data Notice stated on the Bursa Marketplace website. To read the Personal Data Notice, click <a href="here">here</a>.