

Terms and Conditions

Evolta Battery #TunjukPower TikTok Challenge

1.1 The Evolta Battery #TunjukPower TikTok Contest (“Contest”) commences on 1st November 2022 and ends on 31st January 2023 (“Contest Period”).

1.2 Panasonic Malaysia Sdn Bhd (“the Organiser”) reserves the right to amend, vary and/or change the terms & conditions at any time from time to time without prior notice.

1.3 The Organiser reserves the right to vary, extend, suspend or end the Contest Period at its sole discretion, if the Contest is not capable of being continued for whatsoever reason.

1.4 This Contest is open to all Malaysian citizens or permanent legal residents of Malaysia aged 18 years and above at the time of entry. Employees of Panasonic Malaysia Sdn Bhd and related companies, including their families (immediate and distant), friends, organisers, suppliers, agencies, participating dealers, and service providers are strictly prohibited from participating in this Contest.

1.5 All entries received outside of the Contest Period shall be disqualified automatically.

1.6 Contestants can send in more than one submission where one (1) submission equals to one (1) entry. However, each participant is only eligible for one (1) win which is solely determined by the judges.

1.7 Winning entries submitted by participants representing a single family (immediate family) shall not be entitled to more than one (1) prize awarded in any one or all categories of the Contest. Immediate family is defined to include father, mother, wife, husband, son, brother, sister and daughter.

Contest Prizes

2.1 Grand prize: 1 unit of iPhone 14 Pro Max 256GB (model i14 Pro Max) + 1 unit of Panasonic Evolta AA size 4pcs pack (model LRO3EG/4B-M), total value RM6,318.20

2.2 1st Prize: 1 unit of iPhone 14 Pro 256GB (model i14 Pro) + 1 unit of Panasonic Evolta AA size 4pcs pack (model LRO3EG/4B-M), total value RM5,818.20

2.3 2nd Prize: 1 unit of iPhone 14 Plus 256GB (model i14 Plus) + 1 unit of Panasonic Evolta AA size 4pcs pack (model LRO3EG/4B-M), total value RM5,218.20

2.4 Consolation Prize: TNG e-Wallet Credit worth RM150 + 1 unit of Panasonic Evolta AA size 8pcs pack (model LRO3EG/8B), total value RM180.90

Winners & Redemption

3.1 Winners will be selected by the judges based on the creativity of their submissions. Winners will be notified via direct messaging to their TikTok channel. If there is no response from the winner after one (1) week from the date the notification was sent, the Organiser reserves the right to disqualify the winner's eligibility and select a new winner.

3.2 The Organiser shall not be held responsible if the winners do not respond within the timeframe stated above, for whatsoever reason.

3.3 For consolation prize winners, physical prizes will be delivered via courier service with the delivery tracking number notified through email. The e-wallet credit will be issued through WhatsApp using a PIN Code.

3.4 For the 2nd prize, 1st prize and Grand prize winners, prizes are to be collected by the respective winners within seven (7) days upon receiving the collection point address from the Organiser. In the event the winners are not able to collect the respective prizes, the winners are required to bear the delivery and insurance cost of transporting the respective prizes to the winners.

3.5 The Organiser's liability with regards to the iPhone 14 is only to pay the purchase price to the vendor. For any dispute in relation to the quality or warranty of the iPhone 14 or any terms and conditions in respect thereof, the respective prize winners shall deal with the vendor directly without any recourse from the Organiser. The Organiser shall not be held liable for any breach of quality or warranty of the iPhone 14 or any terms and conditions in respect thereof and shall not entertain any complaints whatsoever in relation to the iPhone 14.

3.6 All prizes are non-transferrable, non-exchangeable and non-refundable for cash, credit or any other alternative unless stated otherwise.

3.7 The Organiser reserves the right to replace the prizes with items of similar value in the event that the published prizes become unavailable.

3.8 Visual(s) of the prizes used in any advertisement, promotion, publicity and other materials relating to or in connection with the Contest is/are only for illustration purposes and may not depict the actual colour, model or specifications of the prizes and excludes any optional accessories.

3.9 The results of the Contest shall be final and binding on the participants. No dispute on the results shall be entertained.

General Terms & Conditions

4.1 By sending in any entry, participants have agreed to follow the terms and conditions without any limitations. Entries are not allowed to use illegal, harmful, explicit, hateful and/or racist contents. Any such entries shall be automatically disqualified.

4.2 By participating in this Contest, participants agree to be bound by the terms and conditions herein contained and the participants give their voluntary consent for the Organiser to collect, keep and process the participant's personal data solely for the purpose of this Contest. The participants agree that the Organiser reserves the right to share the personal data with Panasonic Malaysia group of companies and/or its authorised agents. All information given by the participants is accurate at the time of participating in the Contest and in the event of any change in information, the participants are to promptly inform the Organiser of such a change.

4.3 The Organiser reserves the right to exercise its discretion to accept, disqualify, reject, modify, suspend or cancel any entry submission/participation, where and when deemed necessary, in respect to any violation or potential violation of any terms and conditions stipulated herewith.

4.4 The Organiser shall disqualify any entry submission/participation, whereby in its opinion and discretion, a participant is connected or linked to any business dealings with the Organiser or has deliberately or negligently submitted a content deemed obscene, defamatory, indecent, politically provocative or generally offensive in nature. Any entry submission/participation submitted containing fraudulent information using false identity or other particulars with the intention to deceive or misrepresent Panasonic's corporate image and/or matters associated therewith shall be disqualified accordingly.

4.5 The Organiser shall delete and remove any entry submission/participation found to be tampering, disrupting or infecting the network content service system of the Contest with malicious software thereby affecting the overall registration process of the same.

4.6 Where appropriate in view of given circumstances, relevant criminal liability and/or civil action may be contemplated by the Organiser against any person responsible in contravention of Clauses 4.4 and 4.5 above upon being advised accordingly.

4.7 In the event of any dispute arising from the Contest including but not limited to claiming of prizes, proper documentary proof is required such as email account details, online media social networks and/or mobile application or notification of the same. Decision made by the Organiser therewith shall be final and binding onto the parties of the dispute.

4.8 All personal data information obtained or caused to be obtained throughout the Contest shall be within the responsibility of the Organiser including but not limited in acquiring, processing, retaining and/or disseminating in compliance with the Personal Data Protection Act 2010 and relevant regulations thereof. The Organiser, its affiliates, appointed representatives or agents shall not in any whatsoever way be held or deemed responsible to any claims, demand or liability resulted or attributed to any

action or omission compromising the safety and integrity of such personal data. Detailed information on privacy notice is available at <https://www.panasonic.com/my/pdpa.html>, and related enquiries on data protection matters can be directed to ccc@my.panasonic.com.

4.9 Upon providing information for the application and registration of the Contest, participants unconditionally and irrevocably undertake to represent that such information supplied shall not in whatsoever way infringe any third party's legal rights. In the likely event of any monetary claim or legal proceeding is initiated against the Organiser pursuant to the use of such information, the participant whom supplied the said information shall be made liable to indemnify the parties thereof for any loss, damage or other liability arising therewith.

4.10 The Contest is in no way deemed sponsored, promoted, endorsed and/or managed by unauthorised individual or corporate entities associated in any illegal, restricted or improper business practise.

4.11 Any subsisting Intellectual Property rights either whole or part in any compilation, collective work, or other derivative work created relation to the Contest shall be owned and/or authorised, licensed or assigned by Panasonic group of companies by law and/or common law.

4.12 All matters undertaken in relation to the Contest made in accordance to these terms and conditions pursuant to reasonable judgement and discretion shall not be conclusive grounds to hold the Organiser responsible and liable to any personal injury, property damage or financial loss sustained, afflicted and/or incurred thereof.

4.13 Any claims, judgments and/or awards shall be limited to actual out-of-pocket costs associated with entering this Contest. Participants shall agree to waive any rights or claims to attorney's fees, indirect, special, punitive, incidental or consequential damages of entrant, whether foreseeable or not and whether based on negligence or otherwise.

4.14 The Contest and these terms and conditions are governed by the laws of Malaysia. The participants agree that the Courts of Malaysia have jurisdiction over all matters arising from this Contest and the participants agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.