

# Great Eastern x POS Malaysia Customer Delight Week Campaign

#### Terms and Conditions

 This "Great Eastern x Pos Malaysia Customer Delight Week Campaign" ("Campaign") is organised by Great Eastern Life Assurance (Malaysia) Berhad (Company No. 198201013982 (93745-A) ("Organiser").

## **Campaign Period**

2. This Campaign is from 22 April 2024 to 31 May 2024, both dates inclusive ("Campaign Period").

## Eligibility

- 3. This Campaign is open to POS Malaysia customers ("member"), the member's legal spouse aged between nineteen (19) to sixty (60) years next birthday and member's children aged between thirty (30) days to nineteen (19) or twenty-three (23) years next birthday for full-time students. This only applies to unmarried and unemployed children.
- 4. The Campaign shall be limited to the first one thousand (1,000) new customers who successfully sign up for the Group Multiple Benefits Insurance Scheme (GMBIS) online during the Campaign Period based on the Campaign Mechanics as set out herein ("Eligible Customers").
- 5. The Company has the right to withdraw the eligibility if the assurance is not in-forced within thirty (30) days once the first monthly premium has been made by the Customer, and is terminated during the free-look period, terminated with refund of premium, surrendered or lapsed for any reason whatsoever, either voluntarily or involuntarily.

## **Campaign Mechanics**

- 1. The Eligible Customers will be entitled to purchase the GMBIS online at RM1 for their first month during the Campaign period. The Eligible Customers will be subjected to the original premium payment of RM41.40 per month for the subsequent months.
- 2. The eligibility shall be based on a "*first come, first served*" basis. In respect of assurance, which is in force on the same day, eligibility for the promotion under the GMBIS will be based on the order of the proposal submission according to the



Organizer's records. Once the limit has been reached, any subsequent assurance will not be entitled to the promotion under the GMBIS even if the assurance fulfills the Campaign's terms and conditions.

- 3. Each customer can only sign up once for the promotion under the Campaign.
- 4. Customers must ensure that the particulars provided are true, complete and accurate in all respects. The Organiser reserves the right to disqualify an Eligible Customer from receiving the promotion under the GMBIS if any of the information provided by the Eligible Customer in relation to this Campaign is found to be inaccurate or incorrect.
- 5. The promotion under the GMBIS is not transferable, non-refundable and nonexchangeable for cash and will only be presented to the Eligible Customers who are able to satisfy the Campaign requirements as set out herein.

# Yamaha Y15ZR Motorbike ("Prize")

- 6. One (1) winner ("Shortlisted Winner") will receive the Prize with no exchange entertained.
- 7. The Prize will be released once a minimum of a thousand (1,000) applications are submitted from this Campaign.
- 8. Each application will qualify the Eligible Customer for one (1) chance at the draw.
- 9. An e-DM (electronic-direct mailer) will be sent to the Shortlisted Winner with an acknowledgement request within 3 weeks from the campaign end date. The Shortlisted Winner who has successfully submitted his/her acknowledgement with the correct answer(s) to the necessary fulfilment question(s) will be entitled to receive the Prize ("Eligible Recipient").
- 10. Each Shortlisted Winner will only be allowed to submit one (1) acknowledgment. The earliest entry submitted will be taken as the Shortlisted Winner's answer and any subsequent entries will not be entertained. Entries on behalf of another person will not be accepted and joint submissions are not allowed.



- 11. The Organiser assumes no responsibility for entries that are lost, delayed, misdirected, incomplete or cannot be delivered for any reasons. Proof of delivery of the entry is not proof of receipt by the Organiser. No further correspondence, dispute or appeal will be entertained.
- 12. Subject to the Terms and Conditions herein, the Eligible Recipient who qualifies for the Prize will receive an email from the Organiser or the Organiser's authorised representatives within twelve (12) weeks from the date of the Shortlisted Winner's application has been deemed approved by the Organiser, provided always that the Eligible Recipient's assurance under the GMBIS is not cancelled, suspended or terminated for any reason whatsoever.
- 13. Each Eligible Recipient is only entitled to receive a maximum of one (1) Prize during the Campaign Period.
- 14. The Prize must be claimed by the Eligible Recipient as registered and cannot be transferred.
- 15. The Organiser reserves the right to disqualify the Eligible Recipient from receiving the Prize if any of the information provided by the Eligible Recipient in relation to this Campaign is inaccurate or incorrect.
- 16. The Organiser reserves the right to substitute all or any of the Prize with items of equivalent value in the event the Prize becomes unavailable due to unforeseen or unexpected event subject to the prior written notice of three (3) days to the affected Eligible Recipient.
- 17. The Organiser assumes no responsibility for any damage, loss, delay and failure of the Shortlisted Winner to receive the Prize, or any causes with respect to the delivery of the Prize.

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

a) All decisions made by the Organiser in relation to this Campaign, including but not limited to the selection of the Eligible Customers and Eligible Recipient and forfeiture of the Prize (if any) are final, conclusive and binding. No correspondence or appeals will be entertained. The selection of the Eligible Customers and Eligible Recipient shall be in accordance with the Campaign



Mechanics and determined by the Organiser. Notwithstanding any provision to the contrary herein contained, the Organiser reserves the right to cancel the Eligible Customer and Eligible Recipient's assurance under the GMBIS in accordance with the terms of the Master Policy Contract. Thereafter, the affected customer will no longer be eligible to participate in this Campaign nor be entitled to receive the Prize, where applicable, and no correspondence or appeals from the affected customer will be entertained.

- b) The Prize is not transferable, non-refundable and non-exchangeable for cash and will only be presented to the Eligible Customers and Eligible Recipient who are able to satisfy the Organiser's Prize redemption requirements as set out herein.
- c) The Organiser will not be held liable in the event of non-receipt or delayed delivery of any form of notification to the Eligible Customers and Eligible Recipient. All costs incurred by the Eligible Customers and the Eligible Recipient in participating in this Campaign and/or using of the Prize, where applicable, are solely the responsibility of the Eligible Customers and the Eligible Recipient.
- d) The Organiser reserves the right to disqualify any Eligible Customers and the Eligible Recipient who are in breach of any of these Terms and Conditions. The disqualification decision is final, and the disqualified Eligible Customer(s) and the Eligible Recipient will accordingly have no recourse, remedy, or relief against the Organiser in respect of the said disqualification and/or any matters relating to and/or arising from this Campaign, including the withdrawal of the Prize. In such circumstances, the Organiser reserves the right to deal with the Prize at its discretion.
- e) The Organiser reserves the right to disqualify the Eligible Customers and the Eligible Recipient who are found or suspected of tampering with the Campaign Mechanics or its operation. Any false information provided by the Eligible Customers and the Eligible Recipient within the context of this Campaign concerning identity, telephone number or email address will result in the Eligible Customers and the Eligible Recipient being immediately removed from the Campaign.
- f) Any attempt by any person to damage the website or undermine the legitimate



operation of the Campaign may be a violation of criminal and civil law, and should such attempt be made, the Organiser reserves the right to seek damages and other remedies from such person to the fullest extent permitted by law.

- g) If the Campaign is unable to be administered for any reason, including but not limited to, computer virus infection, bugs, tampering, unauthorised intervention, any technical failure, communication network failure, hardware and/or software failure, transmission failure, internet line failure and/or otherwise, the Organiser shall not be held liable, and the Organiser may cancel and/or suspend this Campaign, and notice of such cancellation or suspension shall be sent to the Eligible Customers and the Eligible Recipient via an e-DM.
- h) The Organiser, its affiliates, subsidiaries, promoters, agents, participating merchant and its staff shall not be held liable in any way for the following: i) any additional expenses incurred by the Eligible Customers and the Eligible Recipient for taking part in the Campaign; ii) any sort of technical failure; iii) intervention by unauthorised parties during the Campaign; iv) electronic or human errors in the administration of the Campaign and processing of applications; v) any data entry that is lost, stolen, damaged, wrongly delivered or not received which is not due to the negligence or willful default of the Organiser; vi) any circumstances beyond the control of the Organiser which shall include, but are not limited to, strikes, lock-outs riots, civil disturbances, actions or inaction of government authorities, epidemic, pandemic, wars, embargoes, flood, acts of God or other catastrophes.
- i) The Eligible Customers and the Eligible Recipient 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 as a result of or arising from their participation in this Campaign, redemption and/or utilisation of the Prize, where applicable.
- j) The Organiser reserves the right to change, cancel, terminate or suspend the Campaign at any time. For the avoidance of doubt, any cancellation, termination or suspension by the Organiser of the Campaign shall not entitle the Eligible Customers and the Eligible Recipient to any claim or compensation against the Organiser for any or all loss or damage suffered or costs and expenses incurred by the Eligible Customers and the Eligible Recipient either directly and/or



indirectly arising from or in connection with the cancellation, termination or suspension of the Campaign by the Organiser.

- k) The protection of personal data is an important concern to the Organiser. The personal data collected as provided by the Eligible Customers and the Eligible Recipient for the purpose of this Campaign will be processed in accordance with the Personal Data Protection Notice of the Organiser which is available for viewing at https://www.greateasternlife.com/my/en/terms-and-conditions.html ("PDP Notice"). By participating in the Campaign, the Eligible Customers and the Eligible Recipient provide their consent to the Organiser processing their personal data in the manner set out in PDP Notice and permits the Organiser and/or authorised parties to contact the Eligible Customers and the Eligible Recipient and manage their personal data for the purposes of the Campaign. Where the Eligible Customer and the Eligible Recipient selects to receive marketing materials and communications from the Organiser including for, future events, promotions, products and services, information, and any other marketing and promotional activities, he/she can opt-out from receiving such communications at any time by selecting the "unsubscribe" option in such communication or by contacting the Organiser.
- I) The Eligible Customers and the Eligible Recipient agree that the Organiser has the right to disclose their information in the event the Organiser believes that such disclosure is necessary to identify, contact or bring legal action against an individual who might cause or may be causing damage to or interfere (whether intentionally or otherwise) with the Organiser's rights or property, which could be harmed by such activities. The Organiser may also disclose the personal data under the requirements of any law, rules, regulations, codes of practice or guidelines binding on the Company including, without limitation, any applicable regulators, governmental bodies and where otherwise required by law.
- m) By participating in this Campaign, the Eligible Customers and the Eligible Recipient 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, which shall be communicated through an e-DM and the Eligible Customers agree to be bound by such changes.



- Failure or delay by the Organiser to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision.
- o) If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be ineffective to the extent of such unenforceability or invalidity, without affecting the remaining provision hereof.
- p) These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

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Great Eastern Life Assurance (Malaysia) Berhad (93745-A) (A Member of the OCBC Group)