# Join the "AJINOMOTO" Gyoza "Discover Real Authentic Japanese Gyoza with us!" Buy & Win Contest

# Terms and Condition

A: Schedule to Conditions of Entry	
Organiser	<b>Ajinomoto (Malaysia) Bhd. (4295-W)</b> Lot L1-E-5A and L1-E-5B, Technology Park Malaysia Enterprise, 4, Lebuhraya Sungai Besi, Bukit Jalil, 57000 Kuala Lumpur
Contest	"AJINOMOTO" Gyoza "Discover Real Authentic Japanese Gyoza with us!" Buy & Win Contest
Contest Period	The Contest shall commence from 16th December 2024 at 00:00:00 until 28th February 2025 at 23:59:59 and is divided into 11 x weeks. (" <b>Contest Period</b> "). All entries must be received by the Organiser during the Contest Period, failure to do so shall result in the submission not being accepted, entertained, or considered as part of the Contest, and will be automatically disqualified.
	<u>11 x Weeks Contest Period:</u> Week 1: 16 December 2024, 00:00:00 - 22 December 2024, 23:59:59 Week 2: 23 December 2024, 00:00:00 - 29 December 2024, 23:59:59 Week 3: 30 December 2024, 00:00:00 - 5 January 2025, 23:59:59 Week 4: 6 January 2025, 00:00:00 - 12 January 2025, 23:59:59 Week 5: 13 January 2025, 00:00:00 - 19 January 2025, 23:59:59 Week 6: 20 January 2025, 00:00:00 - 26 January 2025, 23:59:59 Week 7: 27 January 2025, 00:00:00 - 2 February 2025, 23:59:59 Week 8: 3 February 2025, 00:00:00 - 9 February 2025, 23:59:59 Week 9: 10 February 2025, 00:00:00 - 16 February 2025, 23:59:59 Week 10: 17 February 2025, 00:00:00 - 23 February 2025, 23:59:59 Week 11: 24 February 2025, 00:00:00 - 28 February 2025, 23:59:59
	Winner Announcement for 11 x Weekly Prizes & Third Prize: Week 1 & 2: Announcement on 6 January 2025 (Monday) Week 3 & 4: Announcement on 17 January 2025 (Friday) Week 5 & 6: Announcement on 3 February 2025 (Monday) Week 7 & 8: Announcement on 14 February 2025 (Friday) Week 9 & 10: Announcement on 28 February 2025 (Friday) Week 11: Announcement on 14 March 2025 (Friday)
	Grand Prize & Second Prize Winner Announcement: 14 March 2025 (Friday)
Eligibility	The Contest is open to all Malaysian citizens and permanent residents in Malaysia aged 18 years and above with valid identification number (MyKad or MyPR) as on 16th December 2024 for (each a " <b>Participant</b> " and collectively, the " <b>Participants</b> "). The Organiser reserves the right to request for identification documents as proof and for purposes of verifying the identity of a Participant.
	<ul> <li>The following groups of persons shall not be eligible to participate in the Contest:</li> <li>(a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses);</li> <li>(b) Employees of the Organiser's agencies associated with the Contest and their immediate families (spouse, children, parents, siblings, and their spouses).</li> </ul>

Entry Method	<ul> <li>STEP 1 – PURCHASE Purchase 1 pack of "AJINOMOTO" Gyoza in a single receipt.</li> <li>STEP 2 – SUBMIT Send a photo of your receipt through (i) WhatsApp +6016 855 9365 or (ii) smartcooking.com.my</li> </ul>
	Note:
	<ul> <li>Participants must keep the original purchase receipt for winner verification and prize redemption purposes.</li> <li>All purchases must be made within the Campaign Period. Any purchases made before or after the Campaign Period will not be qualified.</li> <li>All participants are required to provide the details below during the submission of participation:- <ul> <li>a. Full Name as per I/C</li> <li>b. Email</li> <li>c. Address</li> <li>d. Phone number</li> <li>e. Official Purchasing Receipt/Invoice as proof</li> </ul> </li> </ul>
	Accepted types of receipts include:
	<ul><li>o Printed / Handwritten receipts from physical stores</li><li>o E-receipts (invoices) from online purchases.</li></ul>
	<ul> <li>Due to unforeseen disruptions, there is a new WhatsApp number for contest submissions: +016-855 9365</li> </ul>
	o Before 27 Dec, 6 PM: No entry resubmission needed
	o After 27 Dec, 6 PM: Kindly resubmit your entry with the new number (+016-855 9365)

	<ul> <li>The following information must be clearly displayed on the purchasing receipt/invoice:         <ul> <li>Product(s) Purchased &amp; Price</li> <li>Date &amp; Time of Purchase</li> <li>Purchased Store Name</li> <li>Receipt / Invoice Number</li> <li>Delivery Address (For Online Purchase)</li> </ul> </li> <li>Every purchase of 1 pack of "AJINOMOTO" Gyoza is equivalent to one (1) Entry. For example, 2 packs equal to two (2) entries, 3 packs equal to three (3) entries.</li> <li>Purchases that do not include at least 1 pack of "AJINOMOTO" Gyoza are not eligible to participate in this Contest.</li> <li>Each receipt is eligible for one-time use only. Entries using the same receipt multiple times will be disqualified.</li> <li>There is no limit to the number of contest entries that can be submitted, provided the Minimum Value is fulfilled during the Contest Period.</li> </ul>
Entry Deadline	All entries must be received by the Organiser on or before 23:59:59 on 28 February 2025.

Contest Prizes	There are a total of seventy six (76) Prizes to be won:-
	• Grand Prize: 5D4N Trip to Japan for 2 pax x 1 winner
	Second Prize: Splash Mania, Gamuda Cove Ticket for 6 Adults x 9     winners
	• Third Prize: ONE PIECE Exclusive Merchandise x 3 winners x 11 weeks
	• Weekly Prizes: Touch 'n Go eWallet Credit RM30 x 3 winners x 11 weeks

Criteria and	Criteria and Process of Winners' Selection
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Process of Winners' Selection	<ul> <li>Each entry must be submitted via the contest's official WhatsApp number provided or through the smartcooking.com.my website.</li> <li>Winners will be randomly selected, at the Organiser's sole discretion, accompanied by requirements that were mentioned in the Entry Method.</li> <li>ONE (1) Participant with ONE (1) I/C number is entitled to ONE (1) prize redemption only.</li> <li>All the entries must be comprehensive and adhere to all the terms and conditions stated above. Any incomplete entries shall be automatically disqualified.</li> <li>If there are the same receipts submitted by 2 different participants / WhatsApp number, the Organiser will only record the first qualified redemption based on submission time. The second participant's submission of the same receipt will be deemed as invalid receipt.</li> </ul>
	<ul> <li>Communication to Winners</li> <li>Shortlisted winners will be contacted by the Organiser via WhatsApp number and required to answer a general question correctly before qualifying as a winner.</li> <li>If the winner can't be contacted within 2 days, the Organiser reserves the right to cancel the winner and replace with another winner.</li> <li>The Organiser will not be responsible if the participant can't be contacted for any reason.</li> <li>The Organiser's decision is final, and any appeal or other communication or correspondence regarding such decision will not be entertained by the Organiser.</li> </ul>
	Winners Announcement All winners will be announced on Ajinomoto Smart Cooking Website (https://smartcooking.com.my/en/contest/ajinomoto-gyoza-one-piece/) and Ajinomoto MY Foodie Facebook Page (https://www.facebook.com/ajinomotomyfoodie) and Instagram Page (https://www.instagram.com/ajinomotomy_foodie/).
Prize Delivery	<ul> <li>Weekly Prizes:</li> <li>Weekly Prize winners will receive their Touch 'n Go eWallet Credit directly in the eWallet account that they provided within sixty (60) days after the confirmation of the winner's personal details through WhatsApp. If any delay in delivery occurs due to unforeseen circumstances or any situation beyond the Organiser's control, the Organiser reserves the right to arrange the prize delivery to the Contest Winner in any suitable manner.</li> <li>Weekly Prize winners must provide the mobile phone number that they registered in the Touch 'n Go eWallet application. The Organiser reserves the right to forfeit the winner's prize if Touch 'n Go eWallet credit cannot be credited due to winner issues (such as: the provided mobile phone number is not registered in the Touch 'n Go eWallet application, the participants' name does not tally with the name in the Touch 'n Go eWallet app, and others).</li> <li>The Organiser will not be responsible if Weekly Prize winners do not receive Touch 'n Go credit due to the negligence of the winner, including but not limited to: the winner providing an incorrect mobile</li> </ul>

phone number, the provided mobile phone number is not registered in the Touch 'n Go eWallet application, and others.
<ul> <li>First Prize, Second Prize, Third Prize, Consolation Prizes:</li> <li>Upon successful validation, all Prizes will be delivered to the delivery address provided by the winners within sixty (60) days after the winners' announcement. The Organiser reserves the right at its absolute discretion to extend the timeline as the Organiser deems necessary.</li> <li>While the Organiser shall exercise reasonable care in delivering the Prizes, the Organiser will not be held liable in the event of non-receipt, delay or damaged delivery of the Prizes to the Winners. All unclaimed Prizes will be forfeited.</li> <li>All costs and expenses incurred and/or arising from the participation in the redemption, including but not limited to telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Redemption shall be borne solely by the Participant. Any written requests or queries should be addressed to the Organiser's Customer Service via WhatsApp number @ +6016 855 9365.</li> </ul>

This Schedule to Conditions of Entry must be read together with the Conditions of Entry, collectively "Terms and Conditions", and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Contest (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

# **B: Conditions of Entry**

# 1. Introduction

- 1.1 These Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Contest Period, make Prize substitutions, cancel, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser's decision on all matters relating to the Contest including judging and selection of winners will be final, binding, and conclusive on all Participants, and no correspondence or appeals will be entertained.

# 2. Contest Entries

2.1 By submitting an entry to the Contest, Participants are deemed to have understood and

agreed to be bound by the Terms and Conditions.

- 2.2 All costs and expenses incurred and/or arising from the participation in the Contest, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Contest shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet.

# 3. Ineligibility

The following groups of persons shall not be eligible to participate in the Contest:

(a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and

(b) Employees of the Organiser's agencies associated with the Contest and their immediate families (spouse, children, parents, siblings, and their spouses).

4. Disqualification

The following entries will be disqualified:

(a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or

(b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.

In addition, the Organiser reserves the right to disgualify any Participant that:

(a) undermines, has or attempted to undermine the operation of the Contest by fraud, cheating or deception; and/or

(b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organiser when requested.

In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

### 5. Prizes

- 5.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 5.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 5.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 5.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Prizes.

- 5.5 Prize(s) are given out on an "as it is" basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 5.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.

#### 6. Prizes

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
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- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
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- 6.5 Prize(s) are given out on an "as it is" basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.

# 7. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

#### 8. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Ajinomoto (Malaysia) Bhd."), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant's participation in the Contest, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

#### **10.** Limitation of Liability

- 10.1 The Participant's participation in the Contest shall be at the Participant's own risk.
- 10.2 The Organiser, Ajinomoto (Malaysia) Bhd., its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for

personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Contest, as well as the redemption and/or utilisation of any Prize won.

#### 11. General

- 11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Contest and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.
- 11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Contest, in particular that relates to the Prize, are the properties of their respective owners. This Contest and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies.
- 11.3 The Participants shall not be entitled to assign any of the rights or subcontract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
- 11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.
- 11.5 The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia.

#### 12. Privacy Notice

- 12.1 By participating in the campaign and submitting your entries, you give consent and absolute right to Ajinomoto (Malaysia) Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Ajinomoto (Malaysia) Bhd.") and service providers, agents and contractors who provide administrative and business support to us and act on our behalf ("Authorised Third Parties") (collectively "Organiser", "us", "we" or "our") to process your personal information provided in the Promotion Form for purposes of the campaign. This includes disclosing your name to the general public when you become a winner in a campaign or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.
- 12.2 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events or contests organised by the Organiser. Please indicate your option on the form if you agree to the use of your personal information for this purpose (if any).
- 12.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 12.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 12.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here.

- 12.6 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has similar or equivalent personal information protection laws in place.
- 12.7 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us. All your written requests or queries should be addressed to:

Contact: Personal Data Protection Officer Ajinomoto (Malaysia) Bhd. (4295-W)

Lot L1-E-5A and L1-E-5B, Technology Park Malaysia Enterprise, 4, Lebuhraya Sungai Besi, Bukit Jalil, 57000 Kuala Lumpur

Or contact us at +6016-855 9365

12.8 Please note the Organiser requires your personal information in order to process your participation in the contest, without which we will not be able to process your application