

## Terms and conditions governing KPKK's Zap The Acne! Contest

1. KPKK Zap The Acne! Contest ("Contest") is organized by KPKK Group Sdn Berhad ("KPKK") and will take place from 16th January to 28<sup>th</sup> February 2017 ("Contest Period") via the KPKK Zap The Acne! Facebook Application ("App") that is hosted on KPKK Malaysia's Facebook page. KPKK reserves the right with reasonable notice to change the duration and/or commencement and/or expiry date of the Contest Period.
2. The Contest is open to all citizens of Malaysians 18 years ("Eligible Participants")
3. By participating in this Contest, all Facebook Users agree to be bound by these Terms and Conditions and all decisions made by KPKK.
4. The following Users are not eligible to participate in the Contest:
  - a. Permanent and/or contract employees of any of the KPKK Group of Companies and/or their immediate family members (i.e. spouses, children, parents, brothers and sisters) and their representatives and/or agents and their immediate family members (i.e. spouses, children, parents, brothers and sisters), including advertising & promotion agents and vendors who are directly involved with this Contest. KPKK Group of Companies means the groups of companies/legal entities of which KPKK Berhad, being the holding company of KPKK Group Sdn Bhd has a controlling interest, directly or indirectly, either by itself or through its subsidiaries; and/or
  - b. Individuals below the age of 18 years.
5. The mechanics for the Contest are as follows
  - a. To enter the Contest, an Eligible Participant must:
    - i. Allow the app to access information
    - ii. Attempt the game in the App
  - b. Eligible Participants will earn points by zapping the acne that will appear in the App. . Eligible Participants will earn ten (10) point for each acne removed.
  - c. There will be three (3) Weekly winners selected.
  - d. Winners will be chosen based on how many acne they can remove within the time limit of 60 seconds. The two Eligible Participants with the highest number of acne removed will be the daily winner of that particular week (Monday 12.00 am – Sunday 11.59 pm).
  - e. In the event that there is a tie, the winner will be identified based on the earliest time that their score was submitted.
  - f. The Leaderboard displays the Top 10 users with the highest score at that time of the day. The leaderboard will be refreshed daily at 11.59pm.
  - g. Participants may invite their friends to join the game via Facebook and for each successful friend referred, 100 points will be rewarded.

6. The Prize(s):

- a. Is/are not exchangeable for cash, goods, credit or other prizes of any kind

3 x Weekly Prize Winners (each week throughout contest period)	1x Laser Session (Worth RM800)
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- b. Prize(s) will be awarded to the winners via a confirmation email. The Winner will have to respond to Ko Skin Specialist email within one (1) week of the declaration to make an appointment date to confirm the prize(s).
7. Winners will be notified via the email provided during the Contest registration.
8. Weekly Prize Winners will be announced on the "Winners" page within the App by 3pm the following week's Monday. Daily Prize Winners are required to send a private message to Ko Skin Specialist Facebook page in order to claim their Prize.
9. If the Prize(s) remains unclaimed by 28 March 2017, it will be forfeited (without any liability on the part of KPKK). The winner whose Prize(s) has been forfeited is not entitled to any payment or compensation from KPKK.
10. By participating in the Contest, users consent to KPKK processing and disclosing their personal data in accordance with the KPKK Group Privacy Notice which can be found at [www.facebook.com/koskinspecialist/](http://www.facebook.com/koskinspecialist/). Your personal data will be kept throughout the duration of the Contest Period and will be removed six months after the end of the Contest Period.
11. KPKK reserves the right to perform validity checks on gameplay and accounts of all Eligible Participants. If an account or gameplay of an Eligible Participant is deemed to have been falsified, KPKK reserves the right to disqualify that Eligible Participant without prior notice.
12. KPKK may at its sole and absolute discretion disqualify any Eligible Participant, including any Eligible Participants who have been declared winners, without assigning any reason for such disqualification and such disqualification shall be final, binding and conclusive.
13. Eligible Participants shall be responsible for ensuring the accuracy of the details provided to KPKK. Eligible Participants acknowledge that KPKK shall not be held liable for any losses or damages suffered by any Eligible Participants in the course of this Contest whether arising from the provision of inaccurate details to KPKK or otherwise.
14. KPKK's decision on all matters relating to the Contest is final, binding and conclusive. No queries, appeals or protests will be entertained.
15. KPKK reserves the right upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendment") any of the terms and conditions herein. Any Amendment to the provisions herein shall be binding on the Eligible Participant and KPKK shall be deemed to have notified Eligible Participants of the Amendment by its display at its Facebook page or by any other means of notification which KPKK may select and the Amendment shall be deemed binding on the Eligible Participant as from the date of notification of the Amendment or from such other date as may be specified by KPKK in the notification.
16. Under no circumstances shall KPKK be liable for 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 KPKK 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 Contests, contest and/or the prize(s), even if KPKK 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.

17. By participating in the Contest, Eligible Participants hereby agree and irrevocably and unconditionally undertake to fully absolve KPKK of all liabilities and agree to indemnify KPKK (on full indemnity basis) and hold KPKK harmless against any claim by any third party and against any loss, damage, cost or expense (including solicitor's fees and cost) that KPKK may suffer or incur as a result of or in connection with the Contests, contest and/or prize(s).
18. Eligible Participants are at all times subject to all applicable terms and conditions as may be stipulated by KPKK in respect of the Contest and KPKK's Facebook page, including the Terms of Use of KPKK's Facebook page.
19. The Contest is not organised by or associated to Facebook. The Eligible Participant however agrees to comply with all rules and regulations as may be imposed by Facebook in respect of any posting thereon.
20. These terms are governed by the laws of Malaysia and the Eligible Participants submit to the exclusive jurisdiction of the courts of Malaysia in resolving any disputes arising from or in connection with these terms.
21. These terms and conditions shall prevail over any inconsistent terms or representations contained in any promotional materials advertising this Contest.
22. Eligible Participants may direct all Contest-related feedback and/or complaints to Ko Skin Specialist via the private Message function or comments function [www.facebook.com/koskinspecialist/](http://www.facebook.com/koskinspecialist/)