

## Subway Rendang Nation Contest

### Terms & Conditions

#### Subway® Malaysia Rendang Nation Contest (7th July – 24th August 2021)

1. Participation in the 'Subway® Malaysia Rendang Nation Contest' ("the Contest") constitutes the Participant's full and unconditional agreement to and acceptance of these Terms & Conditions. Subway® Malaysia is the organiser of the Contest. Subway® Malaysia reserves the right to amend the Terms & Conditions at its sole discretion without prior notice.
2. The Contest is open to all Malaysia citizens residing in Malaysia, with a valid MyKad and local mailing address, aged 18 years old and above as of 7th July 2021 (each a "Participant").
3. The Contest will run for 49 days, starting 7th July 2021, 10:00:00 to 24th August 2021, 23:59:59 following (UTC+8) Kuala Lumpur, Singapore time zone ("Contest Period").
4. Entries received outside the Contest Period are invalid and will not be entertained.
5. Employees of Subway® Malaysia and employees or franchisees of Subway International BV, and their immediate families, affiliates, subsidiaries, related agencies and suppliers and/or persons living in the same household are ineligible to join the Contest.

### **CONTEST MECHANICS**

1. To participate in the Contest, participants are required to share the Rendang Nation Anthem video. Kindly set the post to **public** to ensure a valid submission.
2. In the comment section of the original Rendang Nation Anthem video: <https://www.facebook.com/SubwayMalaysia>, participants are required to write a short caption on how Rendang can unite us all.
3. Participants must include these hashtags in their comment: #SubwayMY, #RendangNationUnites, and #TastesLikeHome.

## **PRIZES**

1. Eligible winners will receive foodpanda vouchers worth RM100 each.
2. 500 participants with the most creative caption will be awarded as the Contest winners, solely based on the organiser's selection and discretion.
3. The maximum number of prizes that an eligible winner (identified by MyKad No.) can win under this Contest is one (1) prize per person. Prizes are not transferable or exchangeable for cash, in part or full. Subway® Malaysia reserves the right to substitute the prize with that of a similar value at any time.
4. Subway® Malaysia will not be responsible for any loss or damages during prize delivery or redemption.

## **WINNERS ANNOUNCEMENT**

1. Winners will be contacted by a private message from the Subway® Malaysia Facebook Page: [www.facebook.com/SubwayMalaysia](http://www.facebook.com/SubwayMalaysia), and are required to respond by sending a private message to the Organiser ("Facebook Message") with his/her personal details such as full name, NRIC number and email address for verification, contact purposes, and for prize delivery within five (5) working days from the time the message is sent by Organiser. If any of the Winner(s) do not contact the Organiser within that five (5) working days, the prize will be forfeited.
2. Upon the submission of the Facebook Message to the Organiser, the Winners will receive a Facebook reply from the Organiser within seven (7) working days. The Organiser shall not be held liable in the event of a non-receipt or a delayed delivery of any form of notification to the Winners.
3. Subway® Malaysia's decision on the winners list is final. No further correspondence or appeal will be entertained.

## OWNERSHIP / USE RIGHTS

1. The Participants grant to Subway® Malaysia the right to use any photos and/or material received during the Contest (including the Participant's name, email address, contact numbers, photos, videos, etc) for advertising, marketing and communication purposes without compensating to the Participant, his or her successors or assigns, or any other entity affiliated with the Participant. By participating in the Contest, you consent to Subway® Malaysia's or Agency's collection, use, and disclosure of your personal information for the purposes of administering the Contest and Prize fulfillment. You acknowledge that you have read, understood, and accepted the promoter's Privacy Statement, which provides more information about promoter's privacy practices and is located for Malaysia at: <https://www.subway.com/en-MY/Legal/PrivacyStatement-FWH>.

The Privacy Statement also includes information about:

- (i) how to seek access to the personal information the promoter holds about you and seek correction of the information; and
- (ii) how to complain about a privacy breach and how the promoter will deal with such a complaint.

Participants may be offered the optional opportunity to receive coupons, newsletters, informational materials, marketing communications, or other special promotions, or other offers from the promoter, affiliates within the Subway® Group, and/or third-party service providers. Participants will not be contacted for marketing purposes unless they have provided their express consent. By accepting a prize, the winner agrees to promoter's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Subway® Malaysia and its respective successors, assigns, affiliates and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the Internet, at any time or times in perpetuity, without further compensation or notice, and hereby releases Subway® Malaysia and its affiliates from any liability with respect thereto. Winner may be required to sign a further release regarding the grant of these publicity rights.

1. Subway® Malaysia reserves the right to reject any entries that are incorrect, incomplete, suspicious, or invalid. The Participant agrees not to knowingly damage or cause interruption to the Contest and/or prevent others from entering the Contest.

2. Subway® Malaysia and its respective parent companies, affiliates, subsidiaries, licensees, directors, officers, agents, independent contractors, advertising, promotion and fulfilment agencies, and legal advisors are not responsible for and shall not be liable for:-
  - a. Disruption, network congestion, malicious virus attacks, unauthorised data hacking, data corruption and server hardware failure or otherwise; any technical errors, whether due to inaccessibility of internet network
  - b. Telephone, electronic, hardware or software program, network, internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, weather human, mechanical or electrical, including, without limitation, the incorrect or inaccurate capture of entry information online;
  - c. Late, lost, delayed, misdirected, incomplete, illegible or unintelligible communication including but not limited to emails;
  - d. Failed, incomplete, lost, garbled, jumbled, interrupted, unavailable, or delayed computer transmissions;
  - e. Any condition caused by events beyond the control of the Subway® Malaysia that may cause the Contest to be disrupted or corrupted;
  - f. Any injuries, losses, or damages of any kind arising in connection with or as a result of the gift, or acceptance, possession, or use of the Prize, or from participation in the Contest; or
  - g. Any printing of typographical errors in any materials associated with the Contest.
3. By participating in the Contest, each participant agrees to release and hold Subway® Malaysia and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, and fulfilment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest or resulting from acceptance, possession, use or misuse of the Prize, or travel to or from any gift-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy.
4. Subway® Malaysia and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/promotion agencies make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of the Prize, including, without limitation, their quality, merchantability, or fitness for a particular purpose.
5. Subway® Malaysia reserves the right to end the Contest earlier or extend the Contest Period at its own discretion.

6. All cost, fees, and/or expenses incurred or to be incurred by the winners in relation to the Contest and/or to claim the Prize, which shall include but not limited to the costs for transportation, postage/courier, personal costs and/or any other costs, are the sole responsibility of the winners.