

## DARLIE MALAYSIA “Charcoal Power Match & Win” CONTEST

### OFFICIAL TERMS & CONDITIONS

1. **ELIGIBILITY:** The “Charcoal Power Match & Win” Contest (the "Contest") organised by Darlie Malaysia of Hawley & Hazel Marketing (Malaysia) Sdn. Bhd. (the “Organiser”) is only open to individual citizens and permanent legal residents of Malaysia, who are eighteen (18) years of age or older, as of the beginning of the Contest. Employees of Organiser and Administrator (both defined below), and their respective parent companies, affiliates, subsidiaries, officers, directors, employees, contractors, representatives and agents of Organiser, and each of their respective immediate families and household members (collectively the "Contest Entities") are not eligible to enter this Contest.

2. This Contest is in no way sponsored, endorsed, administered by, or associated with Facebook and the Contest Entities, and all Entrants release Facebook from any liability in connection with this Contest. By entering, Entrants hereby agree to look solely to Organiser with any comments or issues. It is further understood that Entrant is providing personal information to the Organiser through its Administrator, (defined below), and not to Facebook. To participate in this Contest, each Entrant will be subject to the Organiser's Terms & Conditions and Privacy Policy where applicable. However your use of the Facebook Platform may also subject you to the Facebook Terms and Conditions (<http://www.facebook.com/terms.php>) and Privacy Policy (<http://www.facebook.com/privacy/explanation.php>). Please read these terms before entering. If you do not accept these Terms and Conditions, please do not enter the Contest.

3. **HOW TO ENTER:** The Contest begins on 15 September 2014 at 9:00:00AM GMT +8 Malaysian Time and ends on 12 October 2014 11:59:59PM GMT +8 (the “Contest Period”). Any entries after the Contest Period will be disqualified.

3.1 The mechanics for the Contest are as follows:

- i. To participate in this contest, go to the official Darlie Malaysia Facebook Page via the following URL: <http://www.facebook.com/DarlieMalaysia> ("Fan Page").
- ii. Entrants must first become a Fan of the Fan Page by clicking on the "Like" button at the top of the Fan Page.
- iii. Entrants are required to authorise the Contest application to access their Facebook profiles, complete the Contest registration form, answer a few simple questions and agree to the Terms and Conditions of the Contest.
- iv. Upon entering the game, Entrants will be presented with a number of tiles lying face down. These tiles come in pairs and Entrants can click to flip and reveal only one tile at any given time. Two identical tiles can be matched by clicking on them consecutively. Entrants are required to match all pairs in the shortest time possible.
- v. Entrants will face a total of three (3) game levels which become progressively harder:
  - **Level 1:** Match 6 tiles
  - **Level 2:** Match 10 tiles
  - **Level 3:** Match 16 tiles

4. Only the authorized account holder registered under the email address (who completed the act of entering) may participate in the Contest and/or be eligible for a Prize (each an "Entrant" and collectively "Entrants"). Limit of one (1) registration per entrant. Any attempt by any entrant to obtain more than one (1) registration by using multiple/different Facebook accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute pertaining to any registration, the authorised account holder of the Facebook account used to register will be deemed to be the registrant or participant. Each potential winner may be required to show proof in the form of their Identification Card of being the authorized account holder.

5. The Fan Page's database clock will be the official timekeeper for this Contest. In the event of any dispute pertaining to the identity of any Entrant, the relevant Entry will be deemed submitted by the authorised account holder of the applicable email address used to enter.

6. SELECTION OF WINNERS: Entrants who record the shortest total time recorded to complete ALL three (3) game levels are eligible for the winner selection process. Sixteen (16) Winners will be selected every week for four (4) consecutive weeks.

7. PRIZES: The "Prizes" of the Contest are as follows:

<b>Description</b>	<b>Distribution</b>
16 units x ONE Ultrasonic Diffuser	4 units weekly x 4 consecutive weeks
16 units x Chrome Clocky Alarm Clock	4 units weekly x 4 consecutive weeks
14 units x Gavior Wrenz Bird-like Portable Speakers	4 units weekly x 4 consecutive weeks
16 units x Extendable Selfie Monopod with Bluetooth	4 units weekly x 4 consecutive weeks

The Prize winner(s) may not substitute any Prize or redeem any non-monetary Prize for money. The Organiser reserves the right in its sole discretion to substitute any Prize (or Prize component, if applicable) with one of equal or greater value. Organiser is responsible only for delivery of each Prize and is not responsible for Prize utility, quality or otherwise. Taxes, fees, and any other costs associated with acceptance and use of a Prize are the sole responsibility of the Prize winner.

8. PRIZE WINNER NOTIFICATION AND PRIZE DELIVERY: The Prize winners will be notified by email using the contact information provided upon registration and associated with their winning Entry. The Prize winners may be required to sign an affidavit of eligibility and liability release, and, where permitted, a publicity release (collectively, "Affidavit") prior to delivery of the Prize. If a potential winner does not respond within fourteen (14) days of the first winner notification attempt, or if their Prize notification is undeliverable, or if such potential winner declines a Prize for any reason prior to award, or fails to claim the Prize within thirty (30) days of successful notification, is found to be ineligible or cannot or does not comply with these Official Terms & Conditions, such potential winner may be subject to disqualification, their Prize subject to forfeiture, and an alternate winner may be selected (the next highest ranking Entrant) from all remaining Entries received. Each Prize winner agrees to Organiser's use of Prize Winner's name, city, state, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. All taxes as well as all other costs and expenses associated with Prize acceptance and use not specified herein as being provided are the sole responsibility of the winner.

9. USE OF ENTRANT INFORMATION FOR MARKETING PURPOSES: By entering this Contest, Entrants agrees that the Organiser and its designees may use the Entrant's physical and/or e-mail address to contact the Entrant regarding marketing offers and/or promotions that the Organiser believes may interest Entrant. The Organiser has the right to use the names and/or photographs of the Entrants and all other Entries submitted for advertising, trade and/or publicity purposes without any prior notice to the Entrants. The Entrants shall not be entitled to claim any form of ownership or compensation on the materials.

10. GENERAL CONDITIONS: This Contest is void outside Malaysia, and where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations. This Contest will be governed by the internal laws of Malaysia. Any and all legal actions or claims arising in connection with this Contest must be brought in a court of competent jurisdiction located within Malaysia. Contest Entities are not responsible for:

- (a) late, lost, stolen, damaged, garbled, incomplete, misaddressed, postage due or misdirected Entries, e-mails or other communications;
- (b) errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices or transmission lines;
- (c) data corruption, theft, destruction, loss, unauthorized access to or alteration of entry materials; or
- (d) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in Entrant's e-mail account to receive e-mail messages.

The use of automated software or computer programs to register or to participate in this Contest is prohibited and any individual who uses or attempts to use such methods to register or to participate will be disqualified. Contest Entities disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Contest. In the event of any virus, bug, tampering, technical failure, unauthorized human intervention or other cause outside of The Organiser's control corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, The Organiser reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Contest and to determine winners from among all eligible, non-suspect Entries received prior to the occurrence of such an event. In the event of any such modification, cancellation, termination or suspension, a notice of such action will be posted on the Fan Page, if functioning. The Organiser reserves the right, at its sole discretion, to disqualify any Entrant (and their Contest Entry) from this Contest or any other promotion conducted now or in the future by the Organiser or any of its affiliated companies, if Entrant is found tampering, or is suspected of tampering, with the entry or participation process, or operation of the Contest, or if Entrant's act of fraud or misconduct affects the integrity of this Contest, in any way. Entrants will, however, not be notified of such a judgment. The Organiser reserves the right to disqualify any Entrant who it reasonably suspects has violated or infringed any of these general terms and conditions and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to this Contest and the Fan Page. The Organiser reserves the right to revoke winner status and revoke any awarded prize in the event that an Entrant is found to be unsuitable after the Prize is awarded. Organiser reserves the right to correct clerical or typographical errors in any promotional materials. By participating in this Contest, each Entrant accepts the conditions stated in these Official Terms & Conditions, agrees to be bound by the decisions of Organiser and warrants that Entrant is eligible to participate in this Contest. In addition, each

Entrant by participating in this Contest, agrees on Entrant's behalf (and on behalf of Entrant's heirs, assignees, executors and administrators) to release, discharge, indemnify and hold the Contest Entities harmless from and against any and all liability, loss or damage of any kind, to persons, or property, including death, resulting in whole or in part, directly or indirectly, from Entrant's participation in this Contest, or any Contest-related activity, or from the award, acceptance, possession, misuse or use of any prize or participation in any Prize-related activity. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANT HEREBY WAIVES 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.

11. CAUTION. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY FAN PAGE AND/OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND ORGANISER RESERVES THE RIGHT TO SEEK DAMAGES FROM THOSE MAKING SUCH ATTEMPTS TO THE FULLEST EXTENT PERMITTED BY LAW.

12. In the event of any dispute arising from these Contests or relating to the interpretation of these Terms and Conditions, the decision of the Organiser on all matters pertaining to the Contest shall be final and conclusive on all parties. No correspondence will be entertained. The Organiser reserves the right to amend the Terms and Conditions and details of any Contest and/or withdraw or terminate the Contest entirely at any time without prior notice and without any liability towards anyone.