

Heat Exchange Terms & Conditions

General

1. The "Heat Exchange" (the "**Activation**") will be governed by these standard terms and conditions (the "**Terms of Use**"). Each participant agrees that he / she has read and understood these Terms of Use and by participating in the Activation, each participant will be deemed to have read, understood and agreed to each of the terms and conditions appearing herein in the Terms of Use.
2. The Activation is offered by Heineken Marketing Malaysia Sdn Bhd. (the "**Organiser**").
3. These Terms of Use apply to the legal relationship between the Organiser and a participant in the Activation.
4. The laws of Malaysia shall govern the Activation and these Terms of Use. All disputes arising in connection with the Activation and these Terms of Use, including but not limited to disputes concerning the existence and validity thereof, shall be resolved by the competent courts of Malaysia and by participating in the Activation the participants hereby submit to the exclusive jurisdiction of the courts of Malaysia. However, it shall be the sole responsibility and obligation of each participant to ensure that he / she complies and do not contravene any laws to which he / she may be personally subjected to.
5. A failure by the Organiser to enforce any of these rules in any instance(s) will not give rise to any claim by any other person.
6. To participate in the Activation, participants will need to provide their personal details for competition judgement and prize fulfilment purposes, as well as marketing and promotional purposes in connection with this Activation. All participants must ensure the details provided are true, accurate, current and complete. The Organiser reserves the right to verify the eligibility of all participants.
7. The Activation will be held during the Activation Period as set out in this Terms of Use. The Organiser reserves the right to vary, postpone or re-schedule the dates of the Activation or extend the Activation Period at its sole discretion.
8. The Organiser shall have the right to, at its sole discretion, at any time and without prior notification, change or discontinue any aspect of the Activation and to change, amend, delete or modify the Terms of Use and other rules and regulations including the mechanism of the Activation, or any part thereof. Such changes shall be effective immediately upon posting of the modified Terms of Use on the relevant Organiser Facebook page at <https://www.facebook.com/TigerBeerMY/>. If a participant does not agree to abide by these or any future Terms of Use, do not (continue to) participate in the Activation. Participants are advised to revisit the Organiser Facebook page and regularly read the Terms of Use on a regular basis for possible changes as, by the participant's continued participation in the Activation, the participant indicates that the participant accepts any such modified terms.
9. The Organiser may terminate or suspend the Activation at any time at its absolute discretion in which case, the Organiser may elect not to award any prize. Such termination or suspension will not give rise to any claim by the participants. If the Activation is resumed by the Organiser, the participant shall abide by the Organiser's decision regarding resumption of the Activation and disposition of the prizes.
10. Any dispute or situation not covered by these Terms of Use will be resolved by the management of the Organiser in a manner it reasonably deems to be fairest to all concerned. That decision shall be final and / or binding on all participants. No correspondence will be entered into.
11. If these Terms of Use are translated into a language other than English, the English version of the Terms of Use shall prevail in the event of any inconsistency.
12. Participants to this Contest are deemed to be unconditionally accepting the terms and conditions of this Activation. A failure to adhere to these terms and conditions will result in disqualification from the Activation and forfeiture of the prize(s).

Participation

1. The Activation will be from 5th August 2022 to 5th Oct 2022 at 11:59:59 PM Malaysian Time (the "Activation Period"). The Activation is only available at Drinkies and Starbar in Peninsular Malaysia.
2. The Activation is open **ONLY** to non-Muslim individuals who reside in Malaysia aged 21 and over (as at the date of participation in the Activation and proof of age will be required), who are not Ineligible Persons and who are lawfully permitted to consume alcoholic beverages. No syndicates or groups will be allowed to participate.
3. The following categories of persons are not eligible and excluded from participation in the Contest:
 - (i) Persons employed by, or working for, the Organiser including its affiliated and related companies and their immediate family members (children, parents, brothers and sisters, including spouses) in any capacity;
 - (ii) Representatives, employees, servants and / or agents of advertising and / or promotion service providers of the Organiser including its affiliated and related companies, and their immediate family members (children, parents, brothers and sisters including spouses); and
 - (iii) Persons working for third party companies that are involved in the organisation or execution of the Activation.

Each such person shall be referred to as an "Ineligible Person" and collectively referred to as "Ineligible Persons" in these Terms of Use.

Activation Mechanics

1.	Brief Description of Activation	<ol style="list-style-type: none"> 1. The Heat Exchange is organized with the intention to reward Non-Muslim Malaysians above the age of 21 who have participated in the activation with a special promo price based on the real time temperature on participants' locations. 2. The Activation is available at Drinkies and StarBar in Peninsular Malaysia. 3. The Activation shall be held from 5 Aug 2022 (12am Malaysian Time) and will close on 5 Oct 2022 (11.59pm Malaysian Time) or such other time that the Organizer deems fit. 4. The Organizer reserves the right to vary, withdraw or re-schedule the Activation Period or any dates thereof at its sole discretion.
2.	Mechanism of Contest	<ol style="list-style-type: none"> 1. Our system will have a real time temperature based on user's location and rewards user with a special promo price based on the temperature of that second. 2. The higher the temperature, the higher the value of the promo code. 3. The promo codes can be redeemed at Drinkies and StarBar during activation period. 4. Promo codes are distributed based on first come first serve basis only. 5. Participants will need to key in personal details to receive OTP in order to get the promo code. 6. This is only applicable for Tiger Crystal. No minimum purchase required. 7. There's only 1 redemption per user. 8. Below is the value for the promo codes based on the temperature: <ol style="list-style-type: none"> a. Below 30°C - RM5 off unique promo codes

		<p>b. 30°C to 34°C - RM8 off unique promo codes c. Above 34°C - 1 bottle of Tiger Crystal</p> <p>9. Free upgrade is possible at any time of the day when consumer select StarBar as redemption point.</p> <p>10. Barcode validity is 30 days.</p> <p>11. The Organizer reserves the right to reject any entry that is not submitted in the required manner as indicated above including, but not limited to, entries with incorrect or incomplete information, or where the POP is altered, duplicated, defective, is invalid and will be automatically disqualified from the Activation without notice.</p> <p>12. Participants MUST keep the original POP for verification and promo code redemption purposes. Failure to do so will result in disqualification and forfeiture of promo code redemption..</p> <p>13. The participants must adhere to the mechanism of the Activation as may be notified or communicated by the Organizer during the Activation Period.</p>
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Note: In the event of any conflict or inconsistency between the terms and provision in this table and those of the Activation, the terms and provisions in this table will prevail.

Other Terms of Use

1. The participant agrees that he / she shall:
 - (i) abide by the said terms and conditions accordingly and agrees to cooperate and to follow all directions given to the participant;
 - (ii) not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Contest Period;
 - (iii) not by act or omission, directly or indirectly bring the Organiser into disrepute;
 - (iv) not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Activation or the prize with any third party;
 - (v) Agrees that the participant's participation in the Activation does not entitle the participant to wages, salary or any other compensation.
2. The Organiser has the right to, at its sole discretion and without prior notification, reject, refuse or exclude a participant from participation in the Activation for reasons, including (without limitation) where the Entry is not complete, non-compliance or non-fulfilment of any of these Terms of Use or attempts to compromise the Activation in any way.
3. The Organiser reserves the right to substitute the prize, or any portion thereof, as the case may be, for an alternative prize of equal or greater value should the prizes promoted not be available due to unforeseen circumstances.
4. In the event that a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with according to the reasonable discretion of the Organiser subject to compliance with any applicable laws.
5. The prizes must (where applicable) be used on the dates specified, cannot be sold, changed or exchanged for money or for other prizes and the prizes are not transferable or negotiable and may not be redeemed for cash.
6. Any tax payable as a result of a prize being awarded is the sole responsibility of the winner.
7. The Organiser's decision in relation to any aspect of the Activation is final and binding. No communication will be entertained in this regard.
8. Save and except for any warranties implied in law (if any), all prizes are used/taken entirely at the risk of the winner in all things, and the Organiser excludes all warranties in connection with any

prize to the extent permitted by law. The Organiser makes no representations that the prize will be satisfactory to the winners.

- 9. The Organiser may publicise, broadcast or otherwise disclose a winner's or participant's name, character, likeness, statements or any promotional activities concerning the winning of the Contest, or contests generally held by the Organiser. The Organiser may promote or advertise that a particular winner won the Contest. All winners hereby agree and consent to the use of his/her photo, name, appearance, voice and likeness to and to transmit, copy, publish, copyright, distribute and display it in connection with articles, exhibitions, publicity, advertising, education, trade and/or promotional material or activities undertaken ("Promotional Materials") by the Organiser without any additional compensation, notification or permission. Participants and/or winners shall not be entitled to claim ownership and/or other forms of compensation on any of the materials. All winners and participants also hereby agree to waive any rights that he/she may have to inspect or approve any finished products or any advertising copy of the Promotional Materials that may be used, arising directly, indirectly or in connection with the Promotion. Further, all winners and participants hereby agree that he/she assigns all of his/her rights, titles and interests that he/she may have in any form of media in which any or all of his/her photos, name, appearance, voice and likeness have been captured in connection with the Contest, along with full rights of assignability, and agree to execute any documents required by the Organiser to give effect to this assignment.**

Release

1. The participant agrees to waive, release and discharge the Organiser, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the participant or any party claiming through the participant hereafter may have arising out of acceptance of any prize(s) or participation in the participant including (but not limited to) death, personal injury and damage to property and whether or not direct, consequential or foreseeable.
2. Each participant hereby agrees to indemnify and hold the Organiser and each of its subsidiaries, affiliates, related companies, advertising and promotion agencies and each of its and their respective directors, employees, agents and representatives (the "**Released Parties**") harmless from and against any losses, damages, rights, claims, or cause of action of any kind arising, in whole or in part, directly or indirectly, as a result of the participant's breach of the participant's warranties and undertaking and any breach of the Terms of Use and / or the rules and regulations of the Contest, participation in the Contest or arising in connection with a prize. The Released Parties shall not be responsible for lost, late, misidentified or misdirected entries or telecommunication or computer hardware or software performance, errors, delays or failures.

Disclaimer

1. THE ORGANISER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE COMPETITION. THE COMPETITION AND THE PRIZES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE'.

Intellectual Property

1. All intellectual property rights used in relation to the Activation are owned by the Organiser, and its employees, officers, directors, agents, affiliates, parent, subsidiaries and representatives ("**Organiser Group**").
2. All intellectual property rights in connection with this Activation shall vest in the Organiser. The participants shall not be permitted at any time to reproduce or distribute any intellectual property rights in respect of this Activation.
3. Entries and details submitted in connection with the Activation (whether in written, audio or visual form, or a combination of those) or any photographs, video and/or film footage or audio recording taken of the participants shall be the property of the Organiser. The Organiser may use the material in any medium and in any reasonable manner it sees fit. Copyright of any such material becomes and remains the sole property of the Organiser. The participant hereby assigns to the Organiser all worldwide copyright and like rights in the entries and waive all moral rights.

Facebook and/or WhatsApp

1. This Activation is in no way sponsored, endorsed or administered by, or associated with, Facebook and/or WhatsApp.
2. The participants are providing the participants' information (save in respect of the participants' Facebook and/or WhatsApp username and password) to the Organiser and not to Facebook and/or WhatsApp. The information the participants provide will solely be used for and by the Organiser Group and will not be sold, transferred, given or shared with any third party not in any relation to the Activation.
3. The participants agree that the participants shall waive any claim the participants may have against the Organiser Group that is in any way connected with a dispute the participants may have with Facebook and/or another participant of the Activation ("**third party participant**") and the participants agree to indemnify the Organiser Group for any losses or liability the Organiser Group suffers as a result of any claim against the Organiser Group by Facebook and/or WhatsApp and/or the third party participant as a result of the participants' dispute or in relation to the participants' dealings with Facebook and/or WhatsApp and/or such third party participant. This waiver and indemnity shall not apply in the event of any breach, fraud or wilful misconduct on the part of the Organiser Group.

Liability

1. Each participant agrees that except in respect of damages, losses, injuries, rights, claims or actions caused by or arising from the breach or negligence of the Organiser, the Organiser shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with the Activation, or resulting from the acceptance, possession, use/misuse of prizes, or participation in the Activation. Each participant further agrees that the Organiser will not be responsible or liable for any Entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, duplicated or otherwise not in compliance with these Terms of Use or arising due to the fault of the participant.
2. The Organiser shall not be liable to any participant nor shall the Organiser be deemed to be in breach of the Terms of Use by reason of any delay in performing, or any failure to perform, any of the Organiser's obligations hereunder, if the delay or failure was due to any cause beyond the Organiser's reasonable control.
3. Notwithstanding the foregoing, nothing in these Terms of Use is intended to limit any rights the participants might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit the Organiser's liability to the participants for any loss or damage arising from the breach or negligence on the part of the Organiser.
4. The Organiser reserves the right at its reasonable discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of the Contest or its website (if any), to be acting in breach or potential breach of these Terms and Conditions. No correspondence will be entertained.
5. The Organiser reserves the right to cancel the Activation at any time due to unforeseen circumstances, sovereign laws and regulations.
6. No warranty or guarantee is given by the Organiser in relation to any of the prizes and to the fullest extent permitted by law, the Organiser, its agents and trading partners will not be liable for any loss or damage whatsoever which is suffered or sustained as a result of receipt or use of any prize awarded pursuant to this Activation. The Organiser does not recommend or guarantee the performance of any contractor or other obligations of any third parties associated with the prizes and will not be liable for any fraud committed by any third party.
7. During the Activation, any request or complaint concerning the Activation and the Terms of Use may be sent via private messaging to <https://www.facebook.com/TigerBeerMY/> and stating the participant's name, address, e-mail address and telephone number. The participant will be contacted within a reasonable time after receipt. The Organiser will not engage in any correspondence related to the selection of the winner.

Other Provisions

1. Nothing in or relating to this Activation may be reproduced or published without the Organiser's express consent.
2. No rights can be derived from this Activation or the results thereof.
3. The Activation is void where the same is prohibited or restricted by any local, national, state, or any governmental laws.
4. If these terms and conditions are or become partially void, the Organiser and the participant will continue to be bound by the remainder of the same. The parties shall replace the void part by provisions that are valid and have legal effects that correspond with those of such void part as much as possible, taking into account the content and the purport of these terms and conditions.
5. These Terms of Use will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising of the Activation.
6. This Activation is subject to the Malaysian Advertising Code for Alcoholic Beverages.

7. The participants shall not be entitled to assign any of the rights or sub-contract 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 it.
8. All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Activation, the production, distribution, exhibition and/or exploitation of the Activation and / or any product based on and / or derived from the Activation.

Personal Data Protection Act Policy In Social Media Sites

This policy serves as a written notice ("**Notice**") as prescribed under the Personal Data Protection Act 2010 (hereinafter referred to as the "**PDPA**"), to inform you that your personal data is being processed by or on behalf of Heineken Marketing Malaysia Sdn Bhd ("**HMMSB**", "**our**", "**us**" or "**we**"). For the purpose of this Notice, the terms "**personal data**", "**sensitive personal data**" and "**processing**" shall have the meaning prescribed in the PDPA.

We are collecting and further processing the personal data you choose to share on Facebook, Instagram, Twitter, YouTube, and other social media sites, including our brand website (collectively, "**Social Media Sites**"). The personal data collected and further processed by us may vary between individuals depending on the privacy and security settings available to your account on the relevant Social Media Sites. For more information about the choices and means for limiting the personal data processed by the Social Media Sites, please visit the respective Social Media Sites privacy policy page.

We will be processing your personal data, including any additional information you may subsequently provide to us, for the purposes of contacting or communicating with you, advertising our or third party's services, products, activities, special events or offers, to respond to your posts, submissions, comments, requests, inquiries or complaints, to request feedback from you, assessing your application to register for the use or subscription of the Website, administer your participation in contests, conduct internal activities, market surveys and trend analysis, other legitimate business activities of Heineken Marketing Malaysia Sdn Bhd, and any other purposes as may be related to the foregoing and/or as set out in the Social Media Sites and if applicable, contest terms and conditions ("**Purposes**").

In respect of the personal data collected from our brand website, it is obligatory that you supply us your personal details as required by the Contest. If you fail to supply us such compulsory personal data, we may refuse to process your personal data for any of the Purposes.

We may disclose your personal data to our related corporations, service providers, business partners, and any governmental departments and/or agencies, regulatory and/or statutory bodies as and when required by any laws or regulations.

By "liking" our Facebook brand page, or following us on our brand's Instagram or Twitter, or subscribing to our brand's YouTube channel or otherwise expressing or providing a similar indication of your interest in us in other Social Media Sites, you hereby agree that you have read this Notice and consent to our collection and further processing of your personal data in the respective Social Media Sites in the manner as specified in this Notice. Unless you have asked us not to, we will contact you by posting, messaging or emailing you with any offer or promotions in relation to our upcoming events, products and services. If you do not wish to receive any of these offers or promotions, access and request for correction of your personal data, to limit the processing of your personal data, or to contact us with any enquiries or complaints in respect of your personal data as follows please send us an email to general.enquiry@heineken.com.

You are responsible for ensuring that the personal data we collect is accurate, complete, not misleading and kept up to date.

This Notice shall be drafted in English as well as in Bahasa Malaysia. In the event of any inconsistency between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail over the Bahasa Malaysia version.

Dasar Akta Perlindungan Data Peribadi

Dasar ini berfungsi sebagai notis bertulis ("**Notis**") seperti yang ditetapkan di bawah Akta Perlindungan Data Peribadi 2010 (selepas ini dirujuk sebagai "**Akta**"), untuk memaklumkan bahawa data peribadi anda sedang diproses oleh atau bagi pihak Heineken Marketing Malaysia Sdn Bhd ("**HMMSB**", "**kami**", "**kita**" atau "**kita**"). Bagi maksud Notis ini, terma "**data peribadi**", "**data peribadi sensitif**" dan "**pemprosesan**" hendaklah mempunyai erti yang ditetapkan dalam Akta.

Kami mengumpul data peribadi anda yang anda memilih untuk berkongsi di Facebook, Instagram, Twitter, YouTube, atau laman web kami. Pengumpulan data peribadi oleh Heineken Marketing Malaysia Sdn Bhd mungkin berbeza-beza antara individu bergantung kepada tetapan keselamatan akaun rangkaian sosial anda dan oleh itu mungkin termasuk data sensitif peribadi seperti pandangan agama dan politik. Untuk maklumat lanjut mengenai data peribadi Facebook anda bahawa kita menyimpan dan / atau mengehendkan data peribadi anda bahawa kita menyimpan, sila rujuk kepada Facebook Data Penggunaan Dasar di <https://www.facebook.com/about/privacy/>. Untuk data peribadi rangkaian sosial lain, sila rujuk kepada laman web privasi rangkaian social berkenaan.

Heineken Marketing Malaysia Sdn Bhd akan memproses data peribadi anda, termasuk apa-apa maklumat tambahan yang anda kemudiannya boleh memberikan Heineken Marketing Malaysia Sdn Bhd, bagi maksud menghubungi anda, pengiklanan kami atau perkhidmatan pihak ketiga, produk, aktiviti, acara-acara khas atau tawaran, untuk bertindak balas kepada anda jawatan, permohonan, komen, permintaan atau aduan, untuk mendapatkan maklum balas daripada anda dan apa-apa maksud lain sebagaimana yang mungkin berkaitan dengan perkara di atas ("**Maksud**").

Kami mungkin mendedahkan data peribadi anda kepada syarikat-syarikat berkaitan kami, pembekal perkhidmatan, rakan kongsi perniagaan, dan mana-mana jabatan kerajaan dan / atau agensi, badan-badan kawal selia dan / atau undang-undang apabila dikehendaki oleh mana-mana undang-undang atau peraturan-peraturan.

Dengan "suka" (like) halaman kami dan menjadi ahli <https://www.facebook.com/HeinekenMalaysiaBerhad/> atau mengikut akaun rangkaian sosial kami, anda bersetuju bahawa anda telah membaca Notis ini dan bersetuju untuk memproses data peribadi anda dan / atau data peribadi yang sensitif dengan cara yang dinyatakan dalam Notis ini. Melainkan jika anda telah meminta kami untuk tidak, kami akan menghubungi anda dengan menyiarkan, mesej atau menghantar e-mel anda dengan mana-mana tawaran atau promosi yang berkaitan dengan peristiwa-peristiwa yang akan datang, produk dan perkhidmatan. Jika anda tidak mahu menerima mana-mana tawaran atau promosi, sila hantar e-mel kepada general.enquiry@heineken.com.

Notis ini digubal dalam bahasa Inggeris dan juga dalam Bahasa Malaysia. Sekiranya terdapat sebarang percanggahan antara versi Bahasa Inggeris dan versi Bahasa Malaysia notis ini, versi Bahasa Inggeris akan mengatasi versi Bahasa Malaysia.