

Website Terms and Conditions

1. Website and Contest Terms

- 1.1. The Organiser reserves the right in its sole discretion, 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, the Organisers will post changes to these policies, and you will see the word "updated" next to the Private Policy and Terms and Conditions link on the Home Page of the <https://bat-one.com>. Website when any changes are made. You should periodically review these policies for changes. Your continued use and access of the Contest & website will mean you accepted those changes
- 1.2. The Organiser's decision on all matters relating to the Contest including selection of winners will be final, binding and conclusive on all User, and no correspondence or appeals will be entertained.
- 1.3. The Contest and these terms and conditions will be governed by the laws of Malaysia and any disputes will be subject to the exclusive jurisdiction of the courts of Malaysia.

2. Contest Entries

- 2.1. The Contest period shall be for the period of 21 November 2022 to 31 December 2022 ("**Contest Period**"). Contest entries shall be open from 21 November 2022 and shall end on 31 December 2022 Entries submitted after the contest period shall not be accepted or entertained by the Organiser.
- 2.2. Except for the game of "Spin the Wheel", contest winners shall be chosen based on highest points accumulated from completion of the games within the Website throughout the Contest Period. For the "Spin the Wheel" contest, winners will be chosen at random.
- 2.3. For the purposes of this Terms and Conditions, "**Winners**" means the winner for the general contest or "Spin the Wheel" contest, as the case may be.
- 2.4. Participation in the games constitute as entry into the Contest. By submitting an entry to the Contest, User are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.5. 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 User during or in connection with the Contest shall be borne by the User.
- 2.6. 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. Eligibility

The Contest & website is open for all employees of **Commercial Marketers & Distributors Sdn Bhd's selected business partners** only (“**Business Partners**”).

4. Ineligibility

Any persons who are not employees of the Business Partners are not allowed to enter the Website and the Contest.

5. Disqualification

5.1. 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.

5.2. In addition, the Organiser reserves the right to disqualify any User 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.

5.3. 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 User.

6. Prizes

6.1. Winners of the Contest are eligible to win selected prizes (“**Prizes**”). The Organiser, its agents, sponsors and representatives shall have no liability to any User who defaults in collecting the Prizes in accordance with the Prize claim or delivery date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.

6.2. Prizes are strictly not transferable, assignable, exchangeable or redeemable by the User in any other form or manner other than that specified by the Organiser.

- 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.
- 6.4. All Prizes must be taken according to the terms and conditions of the Organiser, its agent sponsor or third party providing the Prizes.
- 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 User 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

- 7.1. The User agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the User in connection with the Contest & Website 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 User and the User waives all rights he or she may have in such materials or works.
- 7.2. All copyright, trademarks, and other intellectual property rights used as part of the Website are vested in Commercial Marketers & Distributors Sdn Bhd and / or its licensors. You acquire no rights in the Website other than the limited right to use the Website in accordance with these Terms and Conditions. You may not offer for sale or sell or distribute over any medium, any part of the Website or its content. Other than as stated in these conditions of use, you may not make any part of the Website available as part of another website, whether by scraping, crawling, hyperlink framing on the Internet or otherwise.
- 7.3. If you are in breach of these Terms and Conditions, the Organizer may suspend or block your access to this website and refuse to provide you with any further access to it.

8. Indemnity

Each User agrees to indemnify, release and hold harmless each of the Organiser, its 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 User's access to the Website, participation in the Contest, acceptance of any Prize, and/or the use of the User's entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

9. Limitation of Liability

- 9.1. The User's access to the Website and participation in the Contest shall be at the User's own risk.
- 9.2. The Organiser, Commercial Marketers & Distributors Sdn Bhd, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any User 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 User arising out of or in connection with the participation by the User in the Contest, as well as the redemption and/or utilisation of any Prize won.

10. General

- 10.1. The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Website, 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 User in any manner whatsoever in such circumstances.
- 10.2. Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with the Website and Contest, in particular that relates to the Prize, are the properties of their respective owners. This Contest & website 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.
- 10.3. The User 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.
- 10.4. 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.
- 10.5. Where the Terms and Conditions of the Contest is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 10.6. These Terms and Conditions govern our relationship with you and represent our entire agreement with you.
- 10.7. The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia and you parties submit to the jurisdiction of the courts of Malaysia in all matters arising out of or in connection with such terms and conditions and the use of the Contest.

- 10.8. All personal data provided to us shall be collected, used, protected and processed in accordance with the Personal Data Protection Act 2010 of Malaysia. The Organisers will not sell or rent your personal information to third parties. For more details on how we collect, use, protect and process your personal data, please refer to our Privacy Policy.
- 10.9. This Website stores cookies on your computer. These cookies are used to improve our Website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.
- 10.10. Log-in details are personal to each User and shall be kept confidential.