



TERMS AND CONDITIONS

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| 1. <u>Organiser:</u> | Gama Retail Trading Sdn. Bhd. ["Sacoor Brothers"] |
| 2. <u>Promotion:</u> | Sacoor Brothers Win a Trip to Portugal |
| 3. <u>Promotion Period:</u> | <p>The Promotion starts at 00:00:00 on 05/04/2024 and ends at 23:59:59 on 15/05/2024.</p> <p>The Promotion Period may be extended for an additional period at Sacoor Brothers' discretion.</p> |
| 4. <u>Eligibility:</u> | <p>a. The Promotion is open to all individual residents and non-residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period. Sacoor Brothers reserves the right to request evidence of age and identification documents.</p> <p>The following groups of persons shall not be eligible to participate in the Promotion:</p> <ul style="list-style-type: none"> i. Employees of the Sacoor Brothers and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and ii. Employees of the Sacoor Brothers' agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses). <p>b. Participant must participate in the Promotion on their own behalf only and be registered/register as a Sacoor Club Member prior to participation.</p> |
| 5. <u>Participating Method:</u> | <p>a. To participate in the Promotion, the Participant must purchase a minimum of net value of Ringgit Malaysia Nine Hundred and Fifty (RM950) (net value after availing of any discounts and/or vouchers), per single receipt ["Receipt"], at any of the Participating Sacoor Brothers stores listed in Section 6 of these Terms and Conditions during the Promotion Period.</p> <p>b. Purchases at Sacoor Outlet, Sacoor One and Sacoor Blue stores are not valid for this Promotion.</p> <p>c. Submit entries via WhatsApp OR by scanning of QR Code.</p> <p>d. Whatsapp participation: the Participant will receive a pre-filled message "Welcome to Sacoor Brothers "Win a Trip to Portugal" Contest. To participate, type YES"; please type YES and click SEND to participate.</p> <p>e. Participant will be required to answer a question for entry qualification and to complete the submission details via Whatsapp. Failure to answer correctly and/or failure to answer the question, or incomplete submission</p> |

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| | <p>of details stated in Section 5 paragraphs (f) to (h) disqualifies the entry.</p> <p>f. Submit full Participant’s name as per National Registration Identity Card Number [“NRIC”] and NRIC number on the Receipt.</p> <p>g. Submit Sacoor Club Member ID and mobile number registered in the Participant’s Sacoor Club membership account.</p> <p>h. Attach clear image(s) of purchase Receipt or screenshot of online order [“Proof of Purchase”] in one of the following file formats:</p> <ul style="list-style-type: none"> • jpeg/jpg • png • gif • heic/heif • bmp • tiff • pdf <p>Each Proof of Purchase uploaded must contain one [1] image of one [1] Receipt only and the Image file must be less than 5MB.</p> <p>i. Retain original Receipt. Sacoor Brothers reserves the right to request evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification from the Promotion and prize forfeiture.</p> <p>j. Original Receipts may be in the form of printed and/or hand-written receipts from point-of-sale systems or tax invoices for online purchases. For online purchases, only valid tax invoices for orders placed on the Sacoor Brothers official online store (see Section 6 below) are eligible.</p> <p>k. Each Proof of Purchase is valid for one [1] entry only.</p> <p>l. Participants may submit multiple valid Receipts. Each Receipt is eligible for one participation/Qualified Entry only. Sacoor Brothers reserves the right to disqualify duplicate entries.</p> <p>m. Sacoor Brothers will extract all Proof of Purchase received for further processing. Proof of Purchase and/or submissions that do not meet the requirements stated in Section 5, paragraphs (d) to (h) shall be disqualified.</p> <p>n. Participation in the Promotion is personal and non-transferrable. Data submitted with the entry must be personal to and refer to the Participant only.</p> |
| <p>6. Participating Stores/ Website</p> | <p>Below is the list of Participating Stores in this Promotion:</p> <p>a. Sacoor Brothers’ Boutiques</p> <ul style="list-style-type: none"> • Sacoor Brothers Bangsar Village, Kuala Lumpur • Sacoor Brothers The Gardens Mall, Kuala Lumpur |

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| | <ul style="list-style-type: none"> • Sacoor Brothers The Exchange TRX, Kuala Lumpur • Sacoor Brothers Suria KLCC, Kuala Lumpur • Sacoor Brothers Pavilion, Kuala Lumpur • Sacoor Brothers Lalaport BBCC, Kuala Lumpur • Sacoor Brothers IOI City Mall, Putrajaya • Sacoor Brothers Imago Shopping Centre, Kota Kinabalu • Sacoor Brothers Gurney Plaza, Penang <p>b. Online:</p> <ul style="list-style-type: none"> • Sacoor Brothers' Website: https://www.sacoorbrothers.com/my/en/ |
| <p>7. <u>Entry Deadline:</u></p> | <p>All Promotion submission(s) must be received by Sacoor Brothers on or before 23:59:59 on 15/05/2024 or any such extended date/time as decided by Sacoor Brothers. All Promotion submission(s) received outside the Promotion Period will be disqualified automatically.</p> |
| <p>8. <u>Prize:</u></p> | <p>a. Prize</p> <ol style="list-style-type: none"> i. One [1] unit of Trip to Portugal for 2 pax (flight and accommodation only) ("Prize") to be won at the end of the Promotion. ii. Flight operator and/or commercial airline determined at Sacoor Brothers' sole discretion on economy class. Flight may include stop-over. iii. Accommodation at 5 star hotel at Sacoor Brother's choice, for four [4] nights, on the basis of 1 standard twin-room/double room with breakfast included. <p>b. Prize must be availed by Winner from 01/09/2024 to 15/12/2024 and from 08/01/2025 to 31/03/2025 ["Prize Availing Period"].</p> <p>c. Each Participant can win a maximum One [1] Grand Prize throughout the Promotion Period ("Winner").</p> <p>d. Sacoor Brothers, its agents, sponsors and representatives shall have no liability to a Shortlisted Winner who fails to collect the Prize in accordance with these Terms and Conditions in any respect whatsoever. Sacoor Brothers reserves the right to determine how uncollected Prize will be dealt with.</p> <p>e. Participation and Prize are strictly non-transferable, assignable, exchangeable by the Participant/Winner. Prize redemption is possible only by the respective Winner.</p> <p>f. Any additional costs not specifically stated in these Terms and Conditions in relation to a Prize shall be the responsibility of the Winner.</p> <p>g. All Prizes must be taken according to the terms and conditions Sacoor Brothers, its agent sponsor or third party providing the Prizes.</p> <ol style="list-style-type: none"> i. Tickets to an Event: |

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| | <p>Sacoor Brothers is not liable for any flight/hotel cancellation or re-scheduling that may prevent Prize fulfilment or enjoyment. Tickets can only be used on the date(s) specified on the ticket.</p> <p>ii. Travel/Holiday Prizes: Flights and accommodation are subject to availability at time of booking.</p> <p>h. The Prize must be availed within the Prize Availing Period subject to availability. Sacoor Brothers shall take into consideration and try to accommodate the Winner’s preferred travel dates although non-binding. Available travel dates may differ from those requested and Sacoor Brothers and its agent reserve the right to appoint and determine alternative dates for the availing, use and enjoyment of the Prize.</p> <p>i. Additional spending money, including costs and expenses at stop-over airport, meals (other than hotel breakfast), airport transfers, transport to & from hotel, tourism fees duties, charges, taxes and other ancillary costs not specifically stated in these Terms and Conditions are the responsibility of the Winner.</p> <p>j. Prize is awarded on an “as it is” basis. The Prize shall be availed at the risk of the Winner. Sacoor Brothers excludes all warranties, liabilities and indemnities in connection with the Prize to the fullest extent permitted by law.</p> <p>k. The Prize must be claimed in person by the Winner, unless Sacoor Brothers determines otherwise.</p> |
| <p>9. Judging Details –Prize</p> | <p>a. Receipt serial numbers are not sequentially allocated. Each successful entry submitted by a qualifying Participant during the Promotion [“Qualified Entries”] will be allocated one [1] random serial number.</p> <p>b. Qualified Entries will be sorted by serial number.</p> <p>c. The Winner of the Prize will be randomly selected as follows:</p> <ul style="list-style-type: none"> • total number of Qualified Entries submitted during the Promotion Perido divided by two [2]. The resulting number (or the closest number rounded up) is the serial number of the wining Qualified Entry. The respective Participant will be shortlisted as the winner (“Shortlisted Winner”). <p><u>Example:</u> In a total of three thousand and fifty [3050] Qualified Entries, the total Qualified Entries divided by two [2] is [1522.5], rounded up to the closest whole number [1523]. The Participant of Qualified Entry bearing the serial number of [1523] is the Shortlisted Winner.</p> |

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| <p><u>10. Shortlisted Winner</u></p> | <p>a. Sacoor Brothers or its appointed agency will contact the Shortlisted Winner(s) via 03-7890 5046 and at the Shortlisted Winners’s registered email noted in their Sacoor Club account/provided at entry for delivery address and Prize fulfilment, within three [3] days of being selected.</p> <p>b. Sacoor Brothers will attempt to contact the Shortlisted Winner three [3] times at three [3] different occasions within three [3] days after their selection. If Sacoor Brothers is unable to contact the Shortlisted Winner or in case the Shortlisted Winner fails to successfully respond to Sacoor Brother’s contacts within such timeframe, Sacoor Brothers shall be entitled to disqualify the selected Shortlisted Winner and select the next Shortlisted Winner.</p> <p>c. The next Shortlisted Winner shall be the Participant with Qualified Entry holding the next serial number (i.e, serial number of the disqualified Selected Winner +1).</p> <p>d. Sacoor Brothers will not be held liable if the Shortlisted Winner cannot be contacted for whatever reason.</p> |
| <p><u>11. Additional Terms:</u></p> | <p>a. The Prize will be processed for delivery to the Winner within 3 months from the Promotion end date [“Prize Expiry Date”]. Sacoor Brothers reserves the rights to extend the timelines and method of fulfilment stated under this Section at the discretion of Sacoor Brothers.</p> <p>b. After successful contact with the Shortlisted Winner, should the Prize remain unprocessed or unclaimed by the Shortlisted Winner, it shall be forfeited at the Prize Expiry Date. Sacoor Brothers reserves the right to substitute the Prize for an alternative award of equal or greater value.</p> <p>c. Sacoor Brothers is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorised 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 e-mail or players on account of technical problems or traffic congestion on the Internet.</p> <p>d. Sacoor Brothers excludes its responsibilities and all liabilities arising from or related to any postponement, cancellation, delay, change or modification to the Promotion or the Prizes due to any unforeseen circumstances beyond the Sacoor Brothers’ control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks), and for any act or default by any third-party supplier or vendor such as but not limited to rescheduling, overbooking or unforeseen, technical or extraordinary circumstances. Sacoor Brothers, its agents, sponsors, representatives and/or the appointed agency shall not be liable to perform any of their obligations in respect of the Promotion and</p> |

the Terms and Conditions where they are unable to do so due to circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

- e. Any additional costs (i.e. travel expenses, transportation cost, duties and taxes) related to the redemption and collection of the Prize shall be borne by the Winner at their own cost and expense.
- f. Sacoor Brothers reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including but not limited to changes to the Promotion Period, the Prize Expiry Date, Prize replacement, or to cancel, terminate or suspend the Promotion in whole or in part. Changes to the Promotion's Terms and Conditions will be duly noted at [https://termadansyarat.com.my/J1004815/Sacoor Brothers Win a Trip to Portugal Apr24 Tnc.pdf](https://termadansyarat.com.my/J1004815/Sacoor_Brothers_Win_a_Trip_to_Portugal_Apr24_Tnc.pdf). In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion and the non-withdrawal or any of their Qualified Entries constitutes their acceptance to the amended Terms and Conditions.
- g. Sacoor Brothers' decision on all matters relating to the Promotion including judging and selection of Shortlisted Winners and Winner will be final, binding and conclusive on all Participants. No correspondence or appeals will be entertained.
- h. By submitting an entry to the Promotion, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- i. All costs and expenses incurred and/or arising from the participation in the Promotion, 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 Participant during or in connection with the Promotion shall be borne by the Participant.
- j. Proof of submission of an Entry is not Proof of Purchase nor equivalent to a Receipt. Sacoor Brothers shall not be liable for any delay, non-receipt, loss or damage of submissions, of a Proof of Purchase, Receipt or Qualified Entry.
- k. The following entries will be disqualified:
 - i. unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
 - ii. entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- l. In addition, Sacoor Brothers reserves the right to disqualify any Participant that:
 - i. undermines, has or attempts to undermine the operation of the Promotion by fraud, cheating or deception; and/or
 - ii. is not eligible or is unable to provide proof of identity, eligibility,

Receipt or proof of a Qualified Entry to participate in the Promotion for verification by Sacoor Brothers when so requested;

- iii. presents proof of identity discrepant with data submitted with their Receipt and/or Qualified Entry; and/or
- iv. conducts contrary to the spirit or intention of the Prize or the Promotion.

- m. In the event of a disqualification after a Prize has been awarded, Sacoor Brothers reserves the right to cancel, forfeit and demand for the return of the Prize or payment of its value (if not returned or already availed) from the disqualified Participant.
- n. Disqualifications under these Terms and Conditions are without liability on Sacoor Brothers' part. No refunds will be made, and Sacoor Brothers is not responsible for nor shall pay any compensation, expenses or costs incurred by the Participant/Shortlisted Winner/Winner or their travel companions under these circumstances related to or arising from their participation in the Promotion or the granting of the Prize.
- o. By participating in the Promotion, the Participant grants their express consent to Sacoor Brothers to, and Sacoor Brothers therefore may, use a Participant's entry including without limitation, photos, drawings, text, and any other data content or information submitted for purposes of the Promotion [collectively the "Materials"], and the Participant's name, and/or likeness, for advertising, publicity and promotion of any goods or services of Sacoor Brothers, for an unlimited time throughout the world without compensation, and in any media. This includes, but is not limited to, the publication of the Participant's images and videos on Sacoor Brother's website, social media platforms, advertising materials, and any other relevant channels. The Participant shall do all things necessary to give effect to this if requested by Sacoor Brothers. The Participant agrees that all intellectual property rights in any contents and/or Materials submitted, made or created by the Participant in connection with the Promotion and any derivative works arising there from [collectively the "Works"] will perpetually, irrevocably and unconditionally be vested in, assigned to and owned by Sacoor Brothers. Participant consents and Sacoor Brothers has the right to use and modify such Materials or Works in any way it deems fit without compensation to the Participant and the Participant waives all rights and interests they may have in such Materials or Works.
- p. Each Participant agrees to indemnify, release and hold harmless each of Sacoor Brothers, its holding, subsidiary or related companies including the appointed agency as defined in the Companies Act 2016, 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 Participant's participation in the Promotion, acceptance and availing of the Prize, and/or the use of the Participant's entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions.

- q. The Participant's participation in the Promotion shall be at the Participant's own risk. Travel insurance is recommended and is the responsibility and at the cost of the Participant/Winner and travel companion.
- r. Participants (and their travel companion) are responsible for fulfilling at their expense all requirements related to travel, immigration and health condition, travel/health/life insurance and for ensuring the accuracy of the personal details or any other information supplied in with respect to the Participant and their travelling companion in the entry, travel booking and for passing on any information for that purpose or any changes made in relation thereto.
- s. Sacoor Brothers is not responsible for problems that arise due to incorrect or untimely communication of personal information or special requirements of the Participant, their travel companion or any other person travelling on the booking related to the Prize.
- t. To the extent permissible by applicable law, Sacoor Brothers, its directors, officers, employees, agents, sponsors, representatives and/or the appointed agency shall not be liable to any Participant 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 Participant arising out of or in connection with the participation by the Participant in the Promotion, as well as the granting, acceptance, redemption and/or utilisation the Prize.
- u. Sacoor Brothers is not responsible for the submission or failure thereof of any personal or otherwise documentation, including by not limited to passports, visas, health and medical fitness, required by any authority, operator, vendor or supplier for the purposes of participation by the Participant in the Promotion the acceptance, redemption and/or utilisation of the Prize by the Shortlisted Winner or Winner and companion.
- v. Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Promotion, in particular that relates to the Prize, are the properties of their respective owners. This Promotion and Sacoor Brothers are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Sacoor Brothers' group of companies
- w. The Participants shall not be entitled to burden, assign or otherwise transfer their participation, Qualified Entries or the Prize or any of their respective rights and interests nor to sub-contract any of the obligations arising from this Promotion. Sacoor Brothers shall be entitled to assign or sub-license the whole or any part of its rights and obligations hereunder to any third party as may be determined by Sacoor Brothers.

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| | <p>x. The invalidity, illegality or unenforceability of any provisions of these Terms and Conditions shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Promotion.</p> <p>y. Where the Terms and Conditions of the Promotion 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.</p> <p>z. The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.</p> |
| <p>12. Privacy Notice</p> | <p>By participating in the Promotion, the Participant agrees to the processing of the Participant's Personal Data by Sacoor Brothers in accordance with the Privacy Notice in https://www.sacoorbrothers.com/my/en/privacy-policy</p> |