



## Daily Fresh's "RAYA FIZZ" Contest

### **Terms & Conditions**

#### **1. Organiser & Eligibility**

**1.1 Daily Fresh's "Raya Fizz" ("the Contest")** is organized by Daily Fresh International Sdn. Bhd ("the Organiser") , and Spritzer ("the Collaborator").

**1.2** The Contest is open to all Malaysians, residing in Malaysia only except for those stipulated in paragraph 1.3 below. For Malaysians below the age of 18, prior consent from their legal guardian must be obtained ("Eligible Contest Participant")

**1.3** The following group of people shall not be eligible to participate in the Contest:

- a) Employees of the Organiser (including its affiliates and/or related companies) and their immediate family members (children, parents, brothers and sisters, including spouses); and/or
- b) Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organiser (including its affiliates and/or related companies), and their immediate family members (children, parents, brothers and sisters, including spouses).

#### **2. Duration**

**2.1.** The Contest starts from **1st March 2025 at 10:00 am to 30th April 2025 at 11:59 pm** ("Contest Period"). The Organiser may at its sole and absolute discretion amend the Contest Period at any time without prior notice to any party whatsoever. Unless otherwise varied to the contrary by the Organiser, any participation in the Contest shall be governed by the Terms and Conditions set out herein which shall remain in full force and effect at all times. Entries received outside the Contest Period shall automatically be disqualified.

### **3. How to Participate**

**3.1** To participate, Eligible Participants must adhere to the following steps during the Contest period of the following:

1. Purchase 'Fizzy Berri-nade' at any DailyFresh outlet.
2. Scan the QR code provided and submit your details (one entry per phone number).
3. Unlock the gachapon and draw for a prize.
4. Screenshot and save the prize display.

**3.2** Any attempt to manipulate the game mechanics or use fraudulent methods, including but not limited to the submission of invalid phone numbers, will result in immediate disqualification. Participants found engaging in such activities will be ineligible to win any prizes or redeem any promotional codes.

**3.3** Each participant is allowed **one (1) draw per day** using a **single phone number**.

**3.4** Prizes will be delivered only upon successful verification of the participant's name, phone number, delivery address, payment slip (if applicable), and draw date.

### **4 The Contest and Prizes**

**4.1** The contest will be held weekly, with prizes listed in paragraph 4.2.

**4.2** The contest prizes consist of:

- **DailyFresh x Spritzer ESG merchandise tote bag designed by local artist.**
- **Promo vouchers from DailyFresh and Spritzer.**
- **Daily Fresh x Spritzer Merchandise promo vouchers.**

#### **Contest Period**

**1st March 2025 at 10:00 am - 30th April 2025 at 11:59 pm**

**4.3** All entries must be submitted via the mini-game site, accessible through the QR code provided. The contest will conclude on Daily Fresh's Malaysia Facebook and Instagram accounts.

**4.4** Each winner is entitled to **only one (1) merchandise promo voucher**, excluding promo vouchers.

**4.5** Merchandises will be delivered **within two (2) months** after the campaign ends.

**4.6** The Spritzer digital cash voucher is valid for redemption exclusively on **shop.spritzer.com.my**. To redeem, enter the voucher code manually at the checkout page by selecting the “Enter” option.

**4.7** Merchandise prize winners must **WhatsApp (017-525 2826)** their payment slip (if applicable) and provide an accurate, valid delivery address **within 14 days** from the winning date, or the prize will be forfeited.

**4.8** The Daily Fresh digital cash voucher is valid at all Daily Fresh outlets, excluding Daily Fresh Penang Airport and Genting Highlands.

**4.9** The Daily Fresh digital cash voucher must be presented at the time of purchase for redemption and can be used either immediately or for the next purchase.

**4.10** Each transaction is limited to the use of **one (1)** voucher. Splitting transactions to redeem multiple vouchers is strictly prohibited.

**4.11** The Spritzer promo voucher is valid until **7 May 2025**. Expired vouchers will not be accepted.

**4.12** The Daily Fresh promo voucher is valid until **31 May 2025**. Expired vouchers will not be accepted.

**4.13** The Daily Fresh x Spritzer merchandise voucher is valid until **30 April 2025**. Expired vouchers will not be accepted.

**4.14** Prizes/vouchers are only valid within the specified redemption period and must be used before the expiration date stated on the voucher. Extensions or replacements will not be provided.

**4.15** Prizes/vouchers are **non-refundable, non-transferable, non-exchangeable**, and **cannot be redeemed** for cash unless otherwise specified.

**4.16** The Organiser reserves the right at its absolute discretion to award prizes that may differ in color, design, or model from those shown in promotional materials. Participants shall have no right to choose or request specific colors, designs, or models of the prizes. Such changes are subject to availability and can be made without prior notification, ensuring the overall value of the prize remains unaffected. All decisions made by the Organiser regarding the prizes are final and binding.

**4.17** The Organiser reserves the right at its absolute discretion to substitute any of the prizes with alternative prizes of similar value, at any time without prior notice.

**4.18** Entries must be received by the Organiser by **30 April 2025, 11:59 p.m.** Entries received after the stipulated time will be disqualified and ineligible for consideration for prizes.

**4.19** The Participant is responsible for any and all taxes payable as a result of a Prize being awarded or received (if applicable).

**4.20** An additional delivery fee of **RM12** applies to the Limited Edition ESG Merchandise Tote Bag and must be paid by the Winner. Full payment must be made to **Daily Fresh International Sdn. Bhd.** (**RHB Bank: 2-01316-0003338-9**). Daily Fresh shall not be responsible for any failure to make payment, and failure to do so may result in the forfeiture of the prize. The delivery fee is non-refundable and non-transferable.

**4.21** If the Participant chooses not to accept a Prize, the Prize shall be forfeited and the Prize which will be dealt with according to the absolute discretion of the Organiser.

**4.22** All Prizes are accepted entirely at the risk of the Participant, and Prizes are awarded by the Organizer and/or sponsors without any warranty of any kind expressed or implied. The Participant shall execute a deed of release and indemnity in a form prescribed by the Organiser, if so required, in order to receive the Prize.

**4.23** The Eligible Participants and/or winners are fully responsible for any injuries, damages or claims as a result of or arising from their participation in the Contest, usage of their prize and/or collection of their prize. All transportation, accommodation, personal cost and/or any other costs and/or any other related expenses that are incurred to participate in this Contest and/or to redeem the prize are the sole responsibility of the Eligible Participants and winners.

**4.24** The Organiser reserves the absolute right to disqualify any individual that it determines to be tampering with the entry process or the operation of the Contest or to be acting in breach or potential breach of the Contest's Terms and Conditions.

## **5. Liability & Responsibility**

**5.1.** The Organiser, its related and associated companies, and its agencies and companies associated with the Contest disclaim any and all liability arising from the Contest and will not be responsible or held liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) resulting from any Participant's participation in the Contest, redemption and/or usage of the prize(s), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

**5.2.** By participating in the Contest, all Eligible Participants agree to defend, indemnify and hold the Organiser harmless from and against any suits, claims, losses, damages and expenses, including reasonable legal fees that may arise from or in connection with the Contest.

## **6. Right of Organiser**

**6.1.** All entries will be the property of the Organiser and the Eligible Participants will not claim, use, or exploit the entries for any purpose by any means at any time. By entering the Contest, each Eligible Participant agrees that the Organiser reserves the right to publish, use the names and/or photographs of the Eligible Participants and/or winners as material for advertising and/or publicity purposes without payment or prior notice, and further agree that by entering the Contest, the Eligible Participants and /or the winners waive all rights associated with the image they have submitted for the Contest. Eligible Participants shall not be entitled to claim ownership or other forms of compensation on the materials.

**6.2.** By entering the Contest, each Eligible Participant is deemed to have read, understood all the Terms and Conditions of the Contest and they are fully and unconditionally agreed to be bound by it (as varied or changed). The Organiser reserves the right to amend these Terms and Conditions where necessary for legal, technical or commercial reasons and any such amendments shall be effective on the posting of the Contest website. Please check these terms and conditions regularly to see if there have been any changes.

**6.3.** The Organiser reserves the right to modify, suspend or cancel the Contest at any time without prior notice in the event that it becomes not capable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Organiser, despite the best efforts of the Organiser.

**6.4.** Any terms and conditions applicable to the Contest which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.

**6.5.** These Terms and Conditions are governed by and construed under the laws of Malaysia. In the event of any inconsistency between the English version and the Bahasa Malaysia version, the English version shall prevail to the extent of such inconsistency.

## **Personal Data Protection Act 2010 (“PDPA”)**

1. By entering into the Contest all winners of the Contest consent to the use of their personal data by the Organiser for the running of the Contest and for any events or publicity of the Contest in any form or through any media.
2. All winners acknowledge receipt of the PDPA Notice by the Organiser as follows:

### **NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010**

### **(NOTIS DI BAWAH AKTA PERLINDUNGAN DATA PERIBADI 2010)**

The Personal Data Protection Act 2010 (hereinafter referred to as the “PDPA”), which regulates the processing of personal data in commercial transactions, applies to the DAILY FRESH INTERNATIONAL SDN BHD (hereinafter referred to as “DF”, “our”, “us” or “we”) as a data user. For the purposes of this written notice, the terms “personal data” and “processing” shall have the same meaning as prescribed in the PDPA. *Akta Perlindungan Data Peribadi 2010 (selepas ini disebut sebagai “PDPA”), yang mengawal selia pemprosesan data peribadi untuk tujuan transaksi komersial, adalah terpakai terhadap DAILY FRESH INTERNATIONAL SDN BHD (selepas ini disebut sebagai “DF”, “kami” atau “kita”) sebagai pengguna data. Untuk tujuan Notis ini, terma-terma “data peribadi” dan “pemprosesan” akan mempunyai maksud seperti yang ditakrifkan di dalam PDPA.*

1. This written notice (“Notice”) is issued by us and serves to inform you that your personal data is being processed by or on behalf of DF.

*Notis bertulis ini (“Notis”) bertujuan untuk memaklumkan kepada anda bahawa data peribadi anda sedang diproses oleh atau bagi pihak DF.*

2. The personal data processed by us may include your name, national registration identity card number (NRIC no.), contact number, email address and any other details that you have provided or may provide us with in the documents as prescribed in paragraph 4 of this Notice or otherwise as well as all other details relating thereto.

*Data peribadi yang diproses oleh kami termasuk nama, nombor kad pengenalan, nombor telefon, alamat e-mel dan sebarang butiran-butiran lain anda, yang diberikan oleh anda dalam dokumen-dokumen yang dinyatakan dalam perenggan 4 Notis ini atau sebaliknya termasuklah sebarang butiran-butiran lain yang berkaitan dengannya.*

3. We are processing your personal data, including any additional information you may subsequently provide, for the following purposes (“Purposes”):

- (a) running the above Contest;

(b) announcing or publicizing the Contest and/or winners of the Contest or such other purposes as may be related to the foregoing.

*Kami sedang memproses data peribadi anda, termasuklah sebarang maklumat tambahan yang anda mungkin berikan kemudian, untuk tujuan-tujuan berikut (“Tujuan-Tujuan”):*

*(a) mengendalikan Peraduan di atas;*

*(b) mengumumkan atau menghebahkan Peraduan tersebut atau pemenang Peraduan tersebut; atau bagi tujuan-tujuan lain yang mungkin berkaitan dengan perkara-perkara yang dinyatakan di atas.*

4. Your personal data is and will be collected from you and/or from the information you have provided in the documentation that you have provided to us, all application/registration forms that you have been asked to complete, together with any other information that we may obtain about you from oral or written communications.

*Data peribadi anda yang diproses oleh kami merangkumi segala maklumat yang terkandung di dalam dokumentasi yang anda berikan kepada kami, semua borang permohonan/pendaftaran yang diminta anda lengkapkan, serta maklumat-maklumat lain tentang diri anda yang kami perolehi dari komunikasi lisan atau bertulis antara kita.*

5. You may access and request for the correction of your personal data and to contact us with any enquiries or complaints in respect of your personal data as follows:

<b>Designation of the contact person :</b>	<b>Contest Manager</b>
Phone number :	07 - 755 1655
E-mail address :	info@dailyfreshfoods.com

6. In accordance with the PDPA, we may refuse to comply with your request for access or correction to your personal data and if we refuse to comply with such request, we will inform you of our refusal and reason for our refusal.

*Selaras dengan PDPA, kami mungkin menolak untuk memenuhi permintaan anda bagi akses atau pembetulan data peribadi anda. Jika kami menolak permintaan tersebut, kami akan memaklumkan kepada anda mengenai penolakan itu serta alasan penolakan kami.*

7. Your personal data may be disclosed to the subsidiaries or related companies of DF (“Daily Fresh International”) and any governmental and/or quasi-governmental departments and/or agencies,

regulatory and/or statutory bodies if requested by them, our auditors, our banks, business partners and/or service providers and any other third party that you have requested or authorized us to disclose your personal data to for the above purposes or for any other purposes for which your personal data was to be disclosed at the time of its collection or any other purposes directly related to any of the above Purposes.

*Data peribadi anda mungkin dizahirkan kepada anak-anak syarikat atau syarikat-syarikat berkaitan di bawah DF (“Daily Fresh International”) dan semua jabatan dan/atau agensi kerajaan dan/atau kuasi-kerajaan, badan-badan penguatkuasa dan/atau berkanun jika diminta oleh mereka, juru audit kami, bank-bank kami, rakan-rakan perniagaan dan/atau pembekal-pembekal perkhidmatan dan sebarang pihak ketiga yang lain yang mana anda telah minta atau memberikan kuasa kepada kami untuk menzahirkan data peribadi anda untuk tujuan-tujuan yang dinyatakan di atas atau sebarang tujuan-tujuan yang mana data peribadi anda telah dizahirkan pada masa pengumpulannya atau untuk tujuan lain yang mempunyai hubungan secara langsung dengan mana-mana Tujuan-Tujuan yang dinyatakan di atas.*

8. Your personal data may be transferred to a place outside Malaysia.

*Data peribadi anda mungkin dihantar ke lokasi-lokasi di luar Malaysia.*

9. You are responsible for ensuring that the personal data you provide us is accurate, complete and not misleading and that such personal data is kept up to date.

*Anda bertanggungjawab untuk memastikan bahawa data peribadi yang anda berikan kepada kami adalah tepat, lengkap, tidak mengelirukan dan terkini.*

10. If you fail to supply us with the above-mentioned personal data, we may not be able to process your personal data for any of the Purposes, and in the case of an application with us; we will not be able to consider your application.

*Jika anda gagal untuk memberikan kepada kami data peribadi yang dinyatakan di atas, kami mungkin tidakboleh memproses data peribadi andauntuk sebarang Tujuan-Tujuan Dalam perkara berkaitan dengan permohonan anda dengan kami, kami mungkin tidak dapat untuk mempertimbangkan permohonan anda.*

11. In the event of any inconsistencies between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail over the Bahasa Malaysia version.

*Sekiranya terdapat sebarang ketidakseragaman di antara versi Bahasa Inggeris dan Bahasa Malaysia ke atas Notis ini, maka versi Bahasa Inggeris akan digunakan.*

12. Without further reference to you, the Organiser may appoint the service of a third-party agency as the Organiser's authorized agent to collect and process all your personal data for the Purposes of the

Contest. The Organiser will take all reasonable precautions to safeguard all personal data collected from the Participants and will require the authorized agent or third-party processors collecting your personal data for the Purposes of the Contest to be stored in a secured manner.

*Tanpa rujukan lanjut kepada anda, Penganjur boleh melantik perkhidmatan agensi pihak ketiga sebagai wakil yang diberi kuasa oleh Penganjur untuk mengumpul dan memproses semua data peribadi anda bagi Tujuan Pertandingan. Penganjur akan mengambil semua langkah berjaga-jaga yang munasabah untuk melindungi semua data peribadi yang dikumpulkan daripada peserta dan akan memerlukan wakil yang diberi kuasa atau pihak pemproses pihak ketiga yang mengumpul data peribadi anda bagi Tujuan Pertandingan untuk disimpan dengan cara yang selamat.*

13. All your personal data collected for the Purposes of the Contest shall be stored for a duration of one (1) year from the closing date of the Contest period (the "Duration") unless there are requirements by other legal provisions. Upon expiry of the Duration your personal data intended to be stored, all your personal data collected for the Purposes of the Contest shall then be destroyed and/or disposed of in accordance with the PDPA.

*Semua data peribadi anda yang dikumpulkan bagi Tujuan Pertandingan akan disimpan selama tempoh satu (1) tahun dari tarikh penutupan tempoh Pertandingan ("Tempoh") kecuali terdapat keperluan oleh peruntukan undang-undang lain. Apabila Tempoh tamat, data peribadi anda yang dijangka disimpan akan dihancurkan dan/atau dibuang mengikut PDPA.*