

## **“Start the Year Winning” Terms & Conditions (“Campaign T&C”)**

### **1. Organiser**

This Campaign Giveaway (“**Campaign**”) is organised and managed by **Exabytes Network Sdn. Bhd.** (“**Exabytes**”), trading as Exabytes New Retail (“**Organiser**”). Participation is subject to these Campaign T&C and all applicable laws and regulations in Malaysia.

### **2. Campaign Period**

The Campaign shall run from **15 January 2026 to 28 February 2026** (“**Campaign Period**”), both dates inclusive, unless the Organiser, at its sole discretion, decides to amend or extend the Campaign Period. Any such changes will be notified in accordance with these Campaign T&C.

### **3. Eligibility**

- The Campaign is open to all residents of Malaysia.
- Participants under **18 years old** must obtain parent or legal guardian consent to participate and claim any prize.
- No registration, membership, organisational affiliation, or minimum purchase is required to participate.
- Entries submitted by automated bots or fraudulently will be disqualified.

### **4. How to Participate**

- Participants must access the Campaign through the Organiser’s official **BuyDirect** platform during the Campaign Period. Participation outside of **BuyDirect** platform will not be accepted.
- To qualify, participants must click through **BuyDirect** to the official purchase pages of the participating brands using the campaign call-to-action (CTA) links provided. Only actions completed via these official CTAs will be eligible.
- Participants must also complete the official Campaign Entry Form (“**Campaign Entry Form**”) to register their participation. By submitting a Campaign Entry Form, participants consent to the collection and use of their personal data solely for the purpose of administering this Campaign, in accordance with the Personal Data Protection Act 2010 (“**PDPA 2010**”). The Organiser will not access participants’ client account data directly. All personal data collected is used only to verify participation, manage entries, and award prizes.
- **No minimum purchase** is required to participate in the Campaign.
- Each Qualifying Order shall constitute one (1) entry into the Campaign. Participants may place multiple Qualifying Orders during the Campaign Period and thereby obtain multiple entries to increase their chances of winning. For the avoidance of doubt, notwithstanding the number of entries submitted, each Participant shall be entitled to win one (1) prize only throughout the Campaign. For the purposes of these Campaign T&C, “*Qualifying Order*” means an order for eligible goods successfully placed and paid for through the Organiser’s official **BuyDirect** platform during the Campaign Period, which is not cancelled, returned, refunded, or otherwise reversed.
- The Organiser reserves the right to verify all entries and disqualify participants who fail to comply with these Campaign T&C, act in bad faith, or attempt to manipulate or exploit the Campaign.

### **5. Tracking & Validation**

- Participation in this Campaign is subject to verification through BuyDirect visits, click-throughs via UTM-tagged campaign links, and completion of the Campaign Entry Form. Only entries correctly recorded and verified through these official systems will be considered valid.

A “qualified entry” is defined as an entry that meets all three criteria:

- i) Submission of the Campaign Entry Form.
  - ii) Completion of the purchase order.
  - iii) Correct tagging of the order to the Campaign.
- The Organiser reserves the right, at its sole discretion, to disqualify any entries that are:
    - a) incomplete, inaccurate, or illegible;

- b) untrackable due to missing or incorrect UTM parameters or missing Campaign Entry Form submission;
- c) duplicated or generated by automated means; or
- d) suspected of fraud, manipulation, or any breach of these Campaign T&C.

## 6. Winner Selection

- A total of **eighteen (18) winners** shall be selected at random from all eligible and successfully tracked participants who have fulfilled the campaign requirements within the Campaign Period.
- The Organiser shall generate a randomised list of selected winners, which shall be ranked sequentially from No. 1 to No. 18.
- Prizes shall be awarded in accordance with the following ranking structure:
  - a) Rank No. 1 – No. 2: Grand Prize
  - b) Rank No. 3 – No. 5: Second Prize
  - c) Rank No. 6 – No. 11: Third Prize
  - d) Rank No. 12 – No. 18: Consolation Prize
- All decisions made by the Organiser in relation to the selection of winners, eligibility of participants, validity and authenticity of entries, ranking, and allocation of prizes, as well as any matters not expressly provided for herein, shall be final, conclusive, and binding, and no correspondence, appeal, or dispute shall be entertained.

## 7. Winner Announcement

Winners will be announced in the month following the Campaign Period via the Organiser's official communication channels and/or contacted directly using the contact details provided by the participants.

## 8. Prizes & Prize Conditions

- The prizes available under this Campaign are as follows:
  - i. **Grand Prizes:** Elba Electric Pressure Cooker EPC-N4062(BL) × 2
  - ii. **Second Prizes:** Souper Tang Harmony Gift bag x 3
  - iii. **Third Prizes:** Herbal Farmer Kun Seng Keng Collaborative CNY Hamper × 6
  - iv. **Consolation Prizes:** [Abundance Year] Top Handle Porcelain Teapot Set 250ml± x 7
- All prizes are sponsored and/or arranged by the Organiser and curated from participating brands' product catalogues. Images used in promotional materials are for illustration purposes only. Actual prizes may differ in appearance, colour, packaging, or specifications.
- All prizes are awarded on an "as is" basis and are non-transferable, non-refundable, and not exchangeable for cash, credit, or other items.
- The Organiser reserves the right to substitute any prize with another item of similar value if a prize becomes unavailable for reasons beyond the Organiser's reasonable control. No compensation shall be payable for any such substitution.
- Any warranties, guarantees, or after-sales services in relation to the prizes shall be provided solely by the respective manufacturers or suppliers, if applicable. The Organiser makes no representations or warranties in relation to the prizes.
- To the fullest extent permitted by law, the Organiser shall not be liable for any loss, damage, defect, delay, personal injury, or dissatisfaction arising from the acceptance or use of the prizes.
- Winners may be required to provide proof of identity and comply with the Organiser's verification and redemption requirements. Failure to do so may result in forfeiture of the prize.
- Any prizes not claimed within the period specified by the Organiser shall be forfeited, and the Organiser shall have the right to deal with such prizes at its discretion.

## 9. Stackability of Promotions

- This Campaign may be used together with other promotions, discounts, or vouchers offered on participating brands' official purchase pages, unless stated otherwise by the relevant brand or the Organiser.
- The Organiser and participating brands reserve the right to limit or exclude such combination at any time without prior notice.

#### **10. Prize Fulfilment**

- Winners shall be solely responsible for providing accurate, complete, and up-to-date delivery details as requested by the Organiser within the prescribed timeframe.
- The Organiser shall not be liable for any delay, non-delivery, misdelivery, or failure in the fulfilment of any prize arising directly or indirectly from inaccurate, incomplete, outdated, or erroneous information provided by the winner.
- Where a prize is returned to the Organiser or is otherwise undeliverable due to the winner's failure to provide correct delivery details, the Organiser reserves the right, at its sole discretion, to forfeit the prize or to require the winner to bear any additional delivery or re-delivery costs incurred.
- For the avoidance of doubt, delivery of prizes shall be deemed completed once the prize has been dispatched to the delivery address provided by the winner, and risk in the prize shall pass to the winner upon such dispatch.

#### **11. Use of Personal Data**

By participating in this Campaign, each participant agrees that the Organiser may collect, use, and process their personal data for purposes related to running the Campaign, including verification, winner selection, prize fulfilment, announcements, and related communications, in accordance with the Personal Data Protection Act 2010 and Exabytes' Privacy Notice. Participants also consent to the Organiser using their name, image, and likeness for marketing, advertising, and publicity purposes in any media, without further notice or compensation, while retaining the rights granted under the PDPA, including access and correction of their personal data.

#### **12. Intellectual Property**

- Participants retain ownership of content they submit (e.g., photos, videos, reviews).
- By participating, participants grant the Organiser a worldwide, royalty-free, non-exclusive license to use their submitted content for marketing and promotional purposes.
- All Organiser-owned content, including campaign materials, logos, and branding, remain the property of the Organiser and may not be copied, modified, or distributed without permission.

#### **13. General**

- Participation in this Campaign means acceptance of these Campaign T&C.
- The Organiser may amend, suspend, or terminate the Campaign or these Campaign T&C at any time without prior notice.
- BuyDirect is the Campaign landing platform only, all purchases are completed on the official pages of participating brands. The Organiser is not responsible for product availability, quality, or transactions.
- Any disputes should first be resolved amicably. If unresolved, disputes are governed by Malaysian law and the courts of Malaysia.

***[End of the Campaign T&C]***