

Anchor Legendairy Spread Joy, Spread Love Contest - Terms and Conditions

Organizer & Eligibility

- 1.1. Anchor Legendairy Spread Joy, Spread Love (the “Contest”) is organized by Anchor Food Professionals, a division under Fonterra Brands Malaysia (the “Organizer”).
- 1.2. The Contest is open to all residing in Malaysia 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 Contestant”).
- 1.3. The following group of people shall not be eligible to participate in the Contest:
 - a) Employees of the Organizer; and/or
 - b) Any business within Fonterra Brands Malaysia, their affiliates or anyone else professionally associated with this Contest and/or
 - c) Their immediate family members (children, parents, brothers and sisters, including spouses); and/or
 - d) Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organizer (including its affiliates and/or related companies), and their immediate family members (children, parents, brothers and sisters, including spouses).

Contest Duration

- 2.1. The Contest starts from 1 June 2023 at 12.00am and closes on 31 July 2023 at 11.59pm (“Contest Period”). The Organizer 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 Organizer, any participation in the Contest shall be governed by the Terms and Conditions set out herein which shall always remain in full force and effect. Entries received outside the Contest Period shall automatically be disqualified.

3. How to Participate?

To participate, Eligible Contestants must comply with each of the following:

Step 1:

Eligible Contestants will need to initiate a WhatsApp message and submit the following information:

- a) Full Name
- b) Email address

Eligible Contestants can be directed to the WhatsApp from these channels:

- a) Advertisements

- b) QR code
- c) Referral

Link to WhatsApp Chat: <https://bit.ly/AnchorSpreadJoySpreadLove>

Step 2:

Eligible Contestants will receive a list of participating outlets through WhatsApp.

Link to list of participating outlets: <https://bit.ly/AFPSpreadJoy-SpreadLove>

Step 3:

Eligible Contestants will need to dine-in / take-away from one of the participating outlets and purchase any pre-selected dishes by the participating outlets for the Contest (“Signature Dishes”)

Link to list of Signature Dishes: <https://bit.ly/AFPSpreadJoy-SpreadLove-Dishes>

Step 4:

Upload purchase receipt through WhatsApp Chat with Anchor and complete receipt submission by providing the following information:

- a) Name of the participating outlet (e.g. Name of Restaurant)
- b) Amount spent

Only Eligible Contestants who complete Step 1 to Step 4 will participate in the Contest.

Eligible Contestants who have uploaded 2 or more receipts will have three (3) times more chances of winning the Contest.

Step 5

Winners will be notified via WhatsApp. The digital voucher to the Food Prize will also be sent via WhatsApp.

The Organizer reserves the right to determine if Eligible Contestants have fulfilled the requirements to participate in the Contest.

Retention of original Official Receipt for verification purposes.

- 4.1. The Organizer, 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

contestant'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).

- 4.2. By participating in the Contest, all Eligible Contestants agree to defend, indemnify, and hold the Organizer harmless from and against any suits, claims, losses, damages, and expenses, including reasonable legal fees that may be arise from or in connection with the Contest.

Right of the Organizer

- 4.3. All entries will be the property of the Organizer and the Eligible Contestants will not claim, use, or exploit the entries for any purpose by any means at any time. By entering the Contest, each Eligible Contestant agrees that the Organizer reserves the right to publish, use the names and/or photographs of the Eligible Contestants 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 Contestants and/or the winners waive all rights associated with the image they have submitted for the contest. Eligible Contestants shall not be entitled to claim ownership or other forms of compensation on the materials.
- 4.4. By entering the Contest, each Eligible Contestant 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 Organizer 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 on the Contest's website. Please check these terms and conditions regularly to see if there have been any changes.
- 4.5. The Organizer reserves the right to modify, suspend or cancel the Contest at any time without prior notice if 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 Organizer, despite the best efforts of the Organizer.
- 4.6. 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.
- 4.7. These Terms and Conditions are governed by and construed under the laws of Malaysia.

6. Participating Merchants and Prizes

Merchant Name	Prize Details	Number of Winners (June 2023)	Number of Winners (July 2023)	Announcement Period
SECRET RECIPE	1 Chocolate Indulgence cake worth RM108	32 winners	33 winners	June Winners – by 15 th July July Winners – by 15 th August
US PIZZA	3 Large Traditional Pizza worth RM133	13 winners	12 winners	June Winners – by 15 th July July Winners – by 15 th August
SDS BAKERY & CAFE	Café Voucher worth RM100 (Excludes Local Delights / Local Favourites)	10 winners	10 winners	June Winners – by 15 th July July Winners – by 15 th August
KING'S CONFECTIONERY (CENTRAL REGION)	<ul style="list-style-type: none"> • Cheese Cake • Red Velvet Cream Cheese Cake • Oreo Cake • Portuguese Egg Tart • Blueberry Swirls Cheese Tart • Cheese Tart Items worth RM100	8 winners	7 winners	June Winners – by 15 th July July Winners – by 15 th August
TAKA CAKE HOUSE	<ul style="list-style-type: none"> • 500GM++ Chocolate Peanut / Mousse / Cheese / Set Cake, • 10 pcs rainbow jelly/ asian sweet, • 10 pcs mini blueberry / cheese tart Items worth RM109	5 winners	5 winners	June Winners – by 15 th July July Winners – by 15 th August
TAKA PATISSERIE	<ul style="list-style-type: none"> • 500GM++ Chocolate Peanut / Mousse / Cheese / Set Cake, • 10 pcs rainbow jelly/ asian sweet, • 10 pcs mini blueberry / cheese tart Items worth RM109	5 winners	5 winners	June Winners – by 15 th July July Winners – by 15 th August
CEYLONESE RESTAURANT		150 winners	150 winners	June Winners – by 15 th July July Winners – by 15 th August
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BREAD HISTORY				
BON BON PATISSERIE				

LOVE A LOAF BAKERY & CAFE	1 Secret Recipe Chocolate Indulgence cake (RM108) OR 3 US Pizza Large Traditional Pizzas (RM133)			
FAIRY MALAYSIA				
DABOBA				
KING'S CONFECTIONERY (EAST COAST REGION)				
SLIM PIZZA				
SOUTHBANK GRILL & CHILL				
DELIGHTGO				
MR FRANZE				
KULA CAKES				
THE COFFEE CODE				
BIG COCONUT				
SMALL COCONUT				
HAPPY ANGEL'S CAKE HOUSE				
KIN BY THE DAILY FIX				
HOGAN BAKERY				
HOT CROSS BUNS				
MUHIBAH ANEKA CAKE HOUSE				
O'BRIENS				
STRAWBERRY CAKE HOUSE				
WALNUT BAKERY				
ECONOMY BAKERY				
THE ROTI MAN BAKERY				
C&C GALLERY				
BUTTER & OLIVE PASTRY HOUSE				
JUST BREAD				
NASKEN CAFE				
PUKU CAFE				
SHARETEA				
NOMS				

Privacy Policy

Personal Data Protection Notice

- a) Fonterra Brands (Malaysia) Sdn Bhd (which may include in the future any of its' subsidiaries, associate companies and jointly controlled entities) ("Fonterra") which owns and manages amongst others the products and Services recognize the importance of privacy and the sensitivity of data. In line with the Personal Data Protection Act 2010 (the "Act"), this notice ("Notice") is to inform you how we collect and process your personal data.
- b) By providing us your personal data, by accessing and/or using our website, by interacting with us, by engaging us to provide any services to you, by doing business with us or generally having commercial transactions with us, you consent to us collecting and processing your personal data in the manner contemplated in this Notice.
- c) This Notice may be amended and revised from time to time. We advise you to check our website from time to time for any amendments or updates to this Notice. By continuing to communicate with us, accessing and/or using our website, engaging us to provide services to you, doing business with us or generally having commercial transactions with us, it would confirm your acceptance to the amendments or updates to this Notice.

Collection of Personal Data

The Personal Data which we collect and process (now and in the future from time to time), depending on your commercial relationship with us, the point of collection, events, or purpose of data collection, may include but not limited to the following:

- a) In the case where you are a consumer of our products: your name, identification card number (NRIC No.), birth certificate number, passport number, nationality, age, address, telephone no, fax number, bank details, race, gender, date of birth, date of delivery, marital status, resident status, education background, financial background, personal interests, email address, your occupation, your designation in your company, your company details, the industry in which you work in, any information about you which you have provided to Fonterra in registration forms, application forms, and other similar forms and/or any information about you that has been or may be collected, stored, used and processed by Fonterra from time to time and includes sensitive personal data such as data related to health (which includes pregnancy status, health status of you or your child), religion or similar belief, family, information of each family members, or other similar beliefs as well as expression of opinions; or
- b) In the case where you are doing business with us as retailers, distributors, suppliers or wholesalers or service providers to us: your name, identification card number (NRIC No.), passport number, nationality, age, address, telephone number, fax number, bank details, race, gender, financial background, email address, your occupation, your designation in your company, your company details, the industry in which you work in, any information about you which you have provided to Fonterra in registration forms, application forms, through correspondences and other similar forms and/or any information about you that has been or may be collected, stored, used and processed by Fonterra from time to time and includes sensitive personal data and expression of opinion. The provision of your Personal Data is voluntary. However, if you do not provide Fonterra your Personal Data, Fonterra will not be able to process your Personal Data for the purposes and additional purposes outlined below nor transact and do business with you. Certain data requested by us are mandatory which you must provide us and agree to the processing of such mandatory data by us, failing which:
- c) In the case where you are a consumer of our products, we will not be able to approve or allow you to continue your membership or provide you information, updates, products, or services you requested or
- d) In the case where you are doing business with us as retailers, distributors, suppliers or wholesalers or service providers to us: we will not be able to process your request for our products and services or generally transact and do business with us.

Sources from which your Personal Data may be obtained

In addition to the Personal Data, you provided to Fonterra directly or under Fonterra's respective brands, Fonterra may collect your Personal Data from a variety of sources such as:

- a) Application forms, feedbacks forms, registration forms, other similar forms or through correspondences.
- b) From Fonterra's social media forums including but not limited to Facebook pages, if you follow, like or are a fan of such pages.
- c) When you interact and communicate with Fonterra through our contact details, call centers, care line, promoters, and advisers.
- d) When you interact and communicate with Fonterra at any events or activities.
- e) When you enter contests organized by Fonterra
- f) By using Fonterra related websites, which includes all websites operated by Fonterra and/or the name of its respective brands ("websites") like <https://www.anchorfoodprofessionals.com/my/en.html> .
- g) Cookies used on the websites.
- h) When you apply to be on our panel of retailers, distributors, suppliers or wholesalers or service providers to us (by contract or otherwise).

Purposes of Processing

Fonterra may use and process your Personal Data for commercial, business and activities of Fonterra which shall include, without limitation the following ("the Purposes "): -

- a) To perform Fonterra's obligations in respect of any contract entered with you
- b) To provide you with any services or products you have requested
- c) To process your requests/subscriptions/order and deliver your requests/subscription/order to you
- d) To process your purchase and/or request
- e) To process your participation in any events, activities, focus groups, contest, promotions
- f) Process, manage or verify your application for subscriptions with Fonterra and to provide you the benefits offered to subscribers/members
- g) To validate your purchases and process payments relating to any product or services you have requested
- h) To understand and analyze our sales as well as your needs and preferences
- i) To develop, enhance and provide products and services to meet your needs
- j) To process exchanges or product returns.
- k) To conduct research and statistical studies, polls, and survey.

Where you are our panel of retailers, distributors, suppliers or wholesalers or service providers to us (by contract or otherwise):

- a) For the purpose of engaging, you to provide services or products
- b) To facilitate or enable any checks as may be required by Fonterra to engage you
- c) To process payments relating to any products or services you have provided
- d) To contact you or your company

Generally, to also:

- a) Respond to questions, comments, and feedback from you
- b) Communicate with you for any of the purposes listed in this Notice
- c) For internal administrative purposes, such as auditing, data analysis, database records,
- d) For purposes of detection, prevention, and prosecution of crime
- e) For Fonterra to comply with its obligations under law.
- f) For transacting and doing business with us.

And you agree and consent to Fonterra using and processing your Personal Data for the Purposes and in the manner as identified in this Notice.

Marketing and Promotional Purposes

Fonterra may also collect and process your Personal Data for other purposes such as ("Additional Purposes "): -

- a) To send you alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings from Fonterra, its partners, sponsors, or advertisers
- b) To notify you and invite you to event or activities organized by Fonterra, its partners, sponsors, or advertisers
- c) To process your registration to participate in or attend an event or activity and to communicate with you regarding your attendance at the event or activity
- d) To share your Personal Data with its partners, advertisers, event companies or sponsors who may communicate with you to market their products, services, events, or promotions by way of post, telephone call, short message service (SMS), applications, by hand and/or by email.

If you do not consent to Fonterra processing your Personal Data for the Additional Purposes, please notify Fonterra using the contact details stated below.

Transfer of Personal Data

Your Personal Data may be transferred to be processed in a jurisdiction other than Malaysia, to companies under Fonterra which are located outside of Malaysia and/or where Fonterra servers are located outside of Malaysia. You understand and consent to the transfer of your Personal Data out of Malaysia as described herein.

Disclosure of Third Parties

Your Personal Data may be transferred or disclosed to third parties for the Purposes and Additional Purposes. Further, Fonterra may engage other companies, service providers or individuals to perform functions on its behalf, and consequently may provide access or disclosure to your Personal Data to such service providers or third parties. The third parties referred to in this section include (without limitation): -

- a) Delivery agents such courier services agents, postman.
- b) Fonterra partners and advertisers, which include parties with whom Fonterra collaborates with for certain events, programmes, and activities.
- c) Event management companies and event sponsors.
- d) Marketing research companies.
- e) Service providers, including, information technology (IT) service providers for infrastructure, software, and development work.
- f) Web server host and manager, customer relation manager, content management companies, call centers.
- g) Call centers and loyalty program management team.
- h) Professional advisors and external auditors, legal advisors, financial advisors, and consultants.
- i) Other suppliers, vendors, retailers, distributors, wholesalers, and other business community.

Your Personal Data may also be disclosed in the day-to-day activity of the business operations as well as in connection with corporate transactions, such as a sale of a subsidiary or a division, merger, consolidation, or asset sale, or in the unlikely event of winding-up.

Access & Correction

Subject to any exceptions under applicable laws, you may request for access to and/or request correction of your Personal Data and/or to limit the processing of your Personal Data in the manner contemplated in this Notice and/or make any inquiries regarding your Personal Data by contacting:-

PIC: Customer Service (Data Protection)

Telephone No: 1800-88-3122

Operating Hours: 9am-5pm from Mon-Fridays except public holidays

Fonterra reserves the right to impose a fee for access of your Personal Data in the amounts as permitted under law.

In respect of your right to request to access and/or request to correct your Personal Data, Fonterra has the right to refuse such requests for the reasons permitted under law, such as where the expense of providing access to you is disproportionate to the risks to your or another person's privacy.

If you do not wish for your Personal Data to be collected via cookies on the Websites, you may deactivate cookies by adjusting your internet browser settings to disable, block or deactivate cookies, by deleting your browsing history and clearing the cache from your internet browser.

Links to Third-Party Websites

The websites may contain links to third parties' websites. Please note that Fonterra is not responsible for the collection, use and/or disclosure of Personal Data by such third parties. If you provide Personal Data directly to such sites, the privacy policy, and terms of service on those sites are applicable and Fonterra is not responsible for the processing practices or privacy policies of such sites.

Personal Information from Minors and Other Individuals

As a parent or legal guardian of a minor, you hereby acknowledge and consent to the processing and disclosure of the Personal Data of the persons under your care by Fonterra in the manner contemplated under this Notice. The capacities in which you may have to give consent for are as follows:

- As a parent/guardian to a person below the age of 18 years old
- As a person appointed by court to manage the affairs of the person who is unable to manage its own affairs

Where you have provided Personal Data relating to other individuals (such as your spouse, family members or friends) you represent and warrant that you are authorized to provide their Personal Data to Fonterra, and you have obtained their consent for their Personal Data be processed and used in the manner as set forth in this Notice (without us having to verify the same separately).

Obligation to Provide Personal Data

We acknowledge that you have the right to decide the Personal Data you wish to provide to us. However, please note that if you do not provide the Personal Data above or limit the way such data is to be processed, it may hinder our ability and/or our performance of services to you, and the fulfillment of the Purposes and Additional Purposes as set out in this Notice.

We trust that you consent to the terms above with respect to our processing of your personal data. If you do not contact us within fourteen (14) days of this Notice, we have learned that you have opted in. Please contact our Personal Data Protection team if you wish to opt out. In any event, you can reach our team should you wish to clarify such terms contained in our Notice, updated privacy policy and future amendments relating to this Notice.