

ALPHA CAMPAIGN TERMS AND CONDITIONS

This Campaign is owned, operated and maintained by Alpha Home Appliances Sdn. Bhd. (Registration No.: 199601017907 (0390258H)) together with its subsidiaries, affiliates, related and associated companies (collectively the “Group” and any reference to “Alpha”, “we”, “us” or “our” shall include any member of the Group). The terms “Participant”, “you” and “your” refer to any individual or entity that meets the eligibility criteria set forth by Alpha for participation in this Campaign.

A. Schedule to Alpha Campaign Terms and Conditions

1. Campaign:	WES7 Grand Launch Campaign 2024 (“Campaign”)
2. Campaign Period:	Unless otherwise notified, this campaign period shall commence from 1 st November 2024 to 31 st January 2025, both dates inclusive, or until stocks of the Participating Products and/or Gifts (as hereinafter defined) are depleted, whichever occurs earlier (“Campaign Period”). We reserve the discretion to terminate the Campaign Period earlier than the stated Campaign Period without providing any reasons, and any entries received after the termination of the Campaign Period shall not be considered and will be deemed invalid.
3. Eligibility:	The Campaign is open to all legal residents of Malaysia who are at least eighteen (18) years of age, possess a valid MyKad and have a registered residential address within Malaysia, save and except for the employees of Alpha, its subsidiaries, affiliates, and partner agencies, as well as their immediate family members. We reserve the sole discretion to request evidence of identification, such as a valid identification document, at any stage of the Campaign to verify eligibility. Failure to provide such evidence upon request may result in disqualification from the Campaign. For the avoidance of doubt, the Campaign is open only to individuals. Corporate entities, associations, organizations, and other groups are not eligible to participate.
4. Participating Product(s):	<p>The products eligible for participation in the Campaign (hereinafter referred to as the “Participating Products”) shall be strictly limited to the products specified by us below, which must be purchased directly from us and/or our authorised dealers: -</p> <ul style="list-style-type: none">(a) Alpha Instant Shower Heater WES7/B-i;(b) Alpha Instant Shower Heater WES7/N-i; and/or(c) Alpha Instant Shower Heater WES7/D-i <p>We reserve the right, at our sole and absolute discretion, to amend, modify, or update the list of Participating Products at any time and from time to time without prior notice. Any such amendments, modifications, or updates shall be communicated through channels deemed appropriate by the us.</p>
5. Participation Method:	To be eligible for this Campaign, you must purchase a minimum of one (1) unit of any Participating Product(s) in a single original receipt from any of our physical retail outlets (“Receipts”) and/or an invoice or order screenshot from any authorised online platform (“Invoice”) (collectively referred to as “Proof of Purchase”) during the Campaign Period.

	<p>(a) <u>Physical Retail Receipts</u> Purchases made at any of our authorised physical retail outlets must be evidenced by the original Receipt, which clearly indicates the date of purchase, the Participating Product(s) purchased, the name or logo of the physical retail outlet at which the purchase was made and the amount paid. The Receipt must be intact, legible, and issued electronically or printed; handwritten cash invoices will not be accepted for this Campaign. Any altered, defaced, or illegible Receipts may be disqualified at our sole discretion.</p> <p>(b) <u>Online Platform Invoice</u> Purchases made through authorised online platforms must be evidenced by an Invoice, which may be submitted in the form of screenshot. The Invoice must clearly indicate the date of purchase, the Participating Product(s) purchased, the name or logo of the online platform at which the purchase was made, and the amount paid. Any altered, defaced, or illegible submission of Invoice may be disqualified at our sole discretion.</p> <p>Participation in this Campaign shall be strictly conducted through the designated Website (as hereinafter defined). You may submit multiple Proofs of Purchase(s); where a single Proof of Purchase contains the purchase of multiple Participating Products, each Participating Product listed in the Proof of Purchase will qualify for a separate entry submission. For the avoidance of doubt, the number of entries per Proof of Purchase shall correspond to the number of Participating Products purchased, provided that the Proof of Purchase complies with the requirements stipulated herein.</p> <p>We hereby reserve the absolute right, at our sole discretion, to disqualify any Proof of Purchase that is found to be incomplete, reprinted, duplicated, illegible, unclear, damaged, or in any way tampered with. Any Proof of Purchase that fails to meet the requirements and conditions set forth in these Campaign Terms and Conditions shall be automatically disqualified by us without any obligation to provide you with notice or further communication. All decisions made by us in relation to the Campaign, shall be final, conclusive, and binding. Such decisions shall not be subject to any form of appeal, review, or dispute by the Participant or any other party.</p>
<p>6. <u>Entry Submission Method:</u></p>	<p>You are required to complete the entry submission form in its entirety, including the provision of a valid Touch 'n Go registered contact number, to be eligible for participation in the Campaign. The entry submission form may be accessed through the link provided herein, or alternatively, by scanning the QR Code displayed on the Participating Product campaign material (“Website”). It is your sole responsibility to ensure that all information provided in the entry submission form is accurate, complete, and submitted within the specified Campaign Period.</p> <p>We reserve the absolute right, to request the Participant to produce the original hardcopy of the Proof of Purchase for verification purposes and/or redemption of any rewards or benefits under this Campaign. Failure to provide the requested original hardcopy of the Proof of Purchase within the</p>

	prescribed time frame shall result in your automatic disqualification from the Campaign, and any claims to rewards or benefits shall be forfeited immediately without further notice.
7. <u>Entry Deadline:</u>	Unless otherwise notified, all entries shall be received by us by 31 st January 2025, or by the date of the earlier termination of the Campaign Period, whichever earlier. Any entries received after the specified deadline shall be deemed invalid and will not be considered for participation in the Campaign. We further reserve our right to amend or extend the entry deadline with or without prior notice.
8. <u>Redemption:</u>	<p>The total entitlement of Touch 'n Go eWallet Credit available for redemption under this Campaign ("Gift") is strictly limited to a total of RM165,000 (Ringgit Malaysia : One Hundred Sixty Five Thousand only), and redemptions shall be processed on a first-come, first-served basis, subject to availability. We shall not be liable for any claims, demands, or compensation in the event that the redemption allocation is exhausted, nor shall we be responsible for providing further notice beyond the public update.</p> <p>The Gift may be delivered to all verified and successful Participants via a direct wallet transfer, or WhatsApp, or through any other reasonable method as we and/or our appointed agent deem appropriate, after thirty (30) days from the date of receipt of your submission by us. In the event that you do not receive the Gift after the aforementioned thirty (30) day, neither us nor our appointed agent shall not be held liable for any failure to contact you, or for your failure to receive the Gift, for any reason whatsoever. No claims, demands, replacement, compensation, or further correspondence shall be entertained after the expiration of the fifty (50) day delivery period.</p> <p>You are required to comply with the terms and conditions imposed by the party or parties arranging and/or providing the Gift. The use of the Gift is subject to the terms and conditions of Touch 'n Go Sdn. Bhd. (TNG Digital Sdn. Bhd.).</p>

This Schedule to Alpha Campaign Terms and Conditions must be read together with the Alpha Campaign Terms and Conditions.

B. Alpha Campaign Terms and Conditions

Participation in this Campaign is subject to compliance with these campaign terms and conditions ("**Campaign Terms and Conditions**"), as well as any other terms and conditions stipulated by us from time to time (collectively, the "**Terms**"). Before participating in this Campaign, you must carefully read and understand the Terms. By participating in this Campaign, you (and your parent/legal guardian, in the case of a minor Participant) irrevocably agree to be bound by and comply with the Terms. If you do not agree to these or any future Terms, please do not participate (or continue to participate) the Campaign.

These Campaign Terms and Conditions shall be read together with the General Terms and Conditions (if applicable). In the event of conflict between these General Terms and Conditions and the Campaign Terms and Conditions, the latter shall prevail. Unless otherwise specified, capitalised terms used in

these Campaign Terms and Conditions shall have the same meaning ascribed to it in the Alpha General Terms and Conditions.

1. Campaign Entries

- 1.1. You agree that all costs and expenses incurred and/or arising from the participation in the Campaign including without limitation, telecommunications, networks, short messaging services, postal and all such other charges and out-of-pocket expenses as may be incurred by you during or in connection with the Campaign shall be solely borne at your costs and expenses.
- 1.2. Proof of submission of an entry shall not constitute a valid proof of receipt by us. We shall not be held liable for any delay, loss, damage, or non-receipt of submissions, howsoever caused. Furthermore, you agree that we shall not be responsible for any errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication line failures, theft, destruction, unauthorized access to, or alterations of user or participant communications, or any issues arising from technical malfunctions, including but not limited to problems with telecommunications networks, computer online systems, servers, internet service providers, computer equipment, software, email systems, or internet traffic congestion.
- 1.3. We reserve the right to disqualify any Participant suspected of fraud, hacking, tampering with the Campaign entry submission process or if we believe that the Participant's entry and/or results have been manipulated in any way by machines or computers or breach of any Terms.

2. Gifts

- 2.1. We, along with our agents, sponsors, and representatives, shall not be liable or responsible for any failure on your part to collect the Gift in accordance with the specified date, or for any non-compliance with the instructions or terms for Gift collection. We reserve the right to determine, at our sole discretion, how uncollected Gifts will be dealt with, including but not limited to forfeiture, redistribution, or disposal of the Gifts without further notice.
- 2.2. Gifts are strictly non-transferable, non-assignable, non-exchangeable, and non-redeemable by you in any form or manner other than as expressly specified by us. No requests for substitution of Gifts with cash or any other alternatives will be entertained.
- 2.3. Any additional costs or expenses shall be borne solely by you. This includes but is not limited to any applicable taxes, duties, or fees associated with the Gift.
- 2.4. All Gifts must be collected and used in accordance with the terms and conditions set by us, our agents, sponsors, or any third party providing the Gift.
- 2.5. All Gifts are provided on an "as-is" basis. You accept the Gift at your own risk, and we expressly exclude and disclaim any representations, warranties or endorsement, implied or express, written or oral, of the gift offered under this Campaign, to the fullest extent permitted by law.

3. Intellectual Property Rights

- 3.1. We collect personal data in order to conduct this Campaign and your entry is conditional on providing this personal data. During the Campaign Period, we or our appointed agencies and/or relevant third-party merchant may acquire, process, retain and disseminate customers information including personal information in the form of, among others, survey forms,

redemption of Gift forms, interviews, audio recordings, visual recordings and photographs (whether on our own or by appointed service provided) taken during the Campaign (collectively, the "**Materials**"). By participating in the Campaign, you agree to the collection, use, disclosure and processing of your personal information by us, our affiliates, third party, business partners and/or service providers in order to conduct the Campaign.

- 3.2. By submitting your Materials, you grant us and our affiliates a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, transferable, sublicensable right to use, reproduce, modify, distribute, display, and otherwise exploit your Materials for any purpose related to the Campaign, including but not limited to promotional and marketing activities, in any media now or later developed.
- 3.3. You agree that all intellectual property rights in any content and/or Materials you submit, create, or produce in connection with the Campaign, including any derivative works arising therefrom, shall perpetually and unconditionally vest in, be assigned to, and become the exclusive property of us. You hereby irrevocably assign and transfer all such rights, titles, and interests to us, including the right to use, modify, reproduce, distribute, or exploit such materials or works in any manner we deem appropriate, without any compensation or further notice to you. You further waive all moral rights and any other rights you may have in such materials or works, to the fullest extent permitted by law. You agree to execute any documents and take any actions necessary, if requested by us, to effectuate the assignment of rights in the Materials and to enable us to use the Materials in accordance with these Terms.
- 3.4. You further agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, agents, and partners harmless from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including but not limited to reasonable attorneys' fees) arising out of or in connection with any claim that our use of your content infringes upon or violates any intellectual property rights, privacy rights, or other rights of third parties.

4. Indemnity

- 4.1. In addition to and without prejudice to any other rights or remedies we may have (whether at law or otherwise), to the fullest extent permitted by law, you hereby irrevocably agree to indemnify and hold the Group harmless from and against all losses, cost, charges, and expenses whatsoever, including legal costs on a full indemnity basis and all goods and services, value added and other duties, levies and taxes payable on such costs, charges and expenses, which we may sustain, suffer or incur as a result of: -
 - (a) your failure to comply with any of these Campaign Terms and Conditions, the Terms;
 - (b) our reliance on and actions based on any request received from you in good faith;
 - (c) preservation or enforcement of our rights under these Campaign Terms and Conditions;
 - (d) any claim made by a third party alleging infringement of intellectual property or proprietary rights against us in connection with your use of the Platform and/or the Services;
 - (e) any claims, demands, or liabilities arising out of or related to any injury, damage, or loss alleged to have been caused by any defect or failure in the Participating Product(s) purchased or redeemed as part of the Campaign, whether due to manufacturing, design, or other issues; and/or
 - (f) any action taken by any party against you or any account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the account.

- 4.2. The provisions of this clause are intended for the benefit of the Group, as well as our officers, directors, employees, agents, shareholders, licensors, and suppliers of the Platform. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on their own behalf.

5. Data Protection and Confidentiality

- 5.1. By participating in the Campaign, you represent and warrant that you have obtained all necessary consents from any data subjects whose personal information you disclose to us, in compliance with the Personal Data Protection Act 2010 (“**PDPA**”). This includes, but is not limited to, consent for the collection, processing, and transfer of personal information for purposes directly related to the Campaign, and any other purposes specified in these Campaign Terms and Conditions.
- 5.2. We reserve the right to disclose your personal information without prior consent if we determine, in good faith, that such disclosure is necessary for the following purposes:
- (a) to verify, execute, or complete your participation in the Campaign;
 - (b) to facilitate the operation and fulfilment of the Campaign, including Gift delivery;
 - (c) for the purposes of promotional, advertising, and marketing our products, services, or any campaigns related to the Group;
 - (d) to assist with the marketing research, data analysis, and statistical analysis related to our products, services, or campaigns, or to improve customer experience;
 - (e) to comply with legal or regulatory requirements, or to respond to judicial or governmental requests;
 - (f) to protect and enforce the rights, property, or legitimate interests of the Group or our users;
 - (g) to enforce or apply these Campaign Terms and Conditions; and/or
 - (h) to safeguard our interests and those of the Group, including the detection, prevention, or investigation of fraudulent activities or other unlawful conduct.
- 5.3. You acknowledge and agree that we may retain and maintain your personal information for as long as necessary to fulfil the purposes of the Campaign, or as required by applicable law.

6. Notices

- 6.1. All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent by A.R. registered post with recorded delivery, or by electronic mail addressed to the intended recipient thereof at its address or at its electronic mail address set out in these Terms and Conditions (or such other address or electronic mail address as a party to these Terms and Conditions may from time to time duly notify the others in writing).
- 6.2. Notices to you will be sent to the email address you provided during your registration or to any other address you may specify in writing. It is your responsibility to ensure that your contact information is current and accurate
- 6.3. Notices to Alpha shall be sent to the following address:

Address : 6, Jalan Sungai Kayu Ara 32/37, Berjaya Park, 40460 Shah Alam, Selangor.
Email : info@alphamalaysia.com

- 6.4. Any notices sent by A.R. registered post shall be deemed to have been received three (3) Business Days after the date of mailing. Notices sent via email shall be deemed to have been received on the date of transmission, provided that no bounce-back message or other indication of failure to deliver is received.
- 6.5. You agree that electronic communications may be used to satisfy any legal requirement that such communications be in writing.

7. Miscellaneous

- 7.1. Any names, trademarks, or logos used or reproduced in connection with this Campaign, particularly those relating to the Gift, are the property of their respective owners. This Campaign is not affiliated with, endorsed by, or sponsored by those owners, unless otherwise stated, and those owners are not part of our group of companies.
- 7.2. You are not entitled to assign any of your rights or obligations under these Campaign Terms and Conditions. We reserve the right to assign or sub-license any or all our rights and obligations hereunder to any third party as we deem appropriate.
- 7.3. If any provision of these Campaign Terms and Conditions is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions. The remaining provisions shall continue to be in full force and effect, provided that the severed provision does not alter the fundamental nature of the agreement or the parties' obligations.
- 7.4. These Campaign Terms and Conditions shall be governed by, and construed in accordance with, the laws of Malaysia, and any disputes arising under or in connection with the Campaign shall be subject to the exclusive jurisdiction of the courts of Malaysia.

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