

COSTA's NAUGHTY OR NICE GIVEAWAY 2023 TERMS AND CONDITIONS.

GENERAL

1. Costa's Naughty or Nice Giveaway 2023 (the "Programme") will be governed by these standard terms and conditions (the "Terms and Conditions"). Each participant agrees that he/ she has read and understood the Terms and Conditions and by participating in the Programme, each participant will be deemed to have read, understood and agreed to each of the terms and conditions appearing herein in the Terms and Conditions.
2. The Programme is offered by Costa Express Malaysia Sdn. Bhd. (the "Organiser").
3. The Terms and Conditions shall govern the legal relationship between the Organiser and the participants of the Programme. By participating in the Programme, the participants agree to be bound by the Terms and Conditions and all decisions made by the Organiser.
4. The laws of Malaysia shall govern the Programme and the Terms and Conditions. All disputes arising in connection with the Programme and the Terms and Conditions, including but not limited to disputes concerning the existence and validity thereof, shall be resolved by the competent courts of Malaysia and by participating in the Programme, the participants hereby submit to the exclusive jurisdiction of the courts of Malaysia. However, it shall be the sole responsibility and obligation of each participant to ensure that he/ she complies and does not contravene any laws to which he/ she may be personally subjected to.
5. To the fullest extent permitted by law, failure by the Organiser to enforce any of these rules in any instance(s) will not give rise to any claim by any other person.
6. Participants may be required to provide their personal details for participation in the Programme as well as for marketing and promotional purposes in connection with the Programme. All participants must ensure that the details provided are true, accurate, current and complete. The Organiser reserves the right to verify the eligibility of all participants.
7. The Programme will be held during the Programme Period (as defined below) as set out in the Terms and Conditions. The Organiser reserves the right to vary, postpone, cancel or re-schedule the dates of the Programme or extend the Programme Period at its sole discretion.
8. The Organiser shall have the right, at its sole discretion, at any time and without prior notification, to change or discontinue any aspect of the Programme and to change, amend, delete or modify the Terms and Conditions and other rules and regulations, including the mechanism of the Programme or any part thereof. Such changes shall be effective immediately upon posting of the modified Terms and Conditions on the relevant Costa Coffee Malaysia's Facebook and Instagram pages at <https://www.facebook.com/CostaCoffeeMalaysia> and <https://www.instagram.com/costacoffeemalaysia/>, respectively. If a participant does not

agree to abide by the Terms and Conditions or any amendments, updates or modifications thereto, the participant should not continue to participate in the Programme. Participants are advised to revisit the Costa Coffee Malaysia's Facebook and Instagram pages on a regular basis and read the Terms and Conditions for any possible changes. The participants are deemed to agree and accept any such modified terms by continuing to participate in the Programme.

9. The Organiser may terminate or suspend the Programme at any time at its absolute discretion. Such termination or suspension will not give rise to any claim by any participants. If the Programme is resumed by the Organiser, the participants shall abide by the Organiser's decision regarding recommencement of the Programme and the assignment of the Costa gifts.
10. Any disputes or situations not covered by the Terms and Conditions will be resolved by the management of the Organiser in a manner it reasonably deems to be fairest to all concerned. The decision reached shall be final and binding on all participants. No correspondence or agreement will be entertained or entered.
11. If the Terms and Conditions are translated into a language other than English, the English version of the Terms and Conditions shall prevail in the event of any inconsistency.
12. Participants to the Programme are deemed to accept the Terms and Conditions of the Programme unconditionally. Failure to adhere to the Terms and Conditions will result in the disqualification of the participant from the Programme.

PARTICIPATION

13. The Programme Period will be from 1st December 2023 at 12:00:00 AM Malaysian Time until 25th December 2023 at 11:59:59 PM Malaysian time (the "Programme Period").
14. The Programme is open ONLY to individuals who reside in Malaysia aged 18 and over. No syndicates or groups will be allowed to participate. The Organiser reserves the rights to request for any documentation or supporting documents for the purpose of verification.
15. The Programme is on a **while stocks last basis** and is limited to the **first five hundred (500) valid submissions** received from purchases at **Costa Smart Café/ Costa self-serve machines ONLY**. Purchases of drinks at Costa Coffee stores are **excluded** from the Programme. Receipts for purchases at Costa Coffee stores will be deemed an invalid submission.
16. The following categories of persons are not eligible and are excluded from participation in the Programme:

- (a) Persons employed by or working for, the Organiser, including its affiliated and related companies and their immediate family members (spouse, children, parents, brothers and sisters, including their spouses) in any capacity;
- (b) Representatives, employees, servants and/ or agents of advertising and/ or promotion service providers of the Organiser, including its affiliated and related companies and their immediate family members (spouse, children, parents, brothers and sisters, including their spouses); and
- (c) Persons working for third party companies that are involved in the organisation or execution of the Programme.

PROGRAMME MECHANICS

17. Brief Description of Programme

The Programme is organised with the intention to giveaway gifts to Malaysians aged 18 and above for their interaction with the brand and purchases of Costa Coffee drinks. Participation details are set out as follows:

- (a) Buy any three (3) drinks from Costa Smart Café/ Costa self-serve machines.
- (b) Scan the QR code or click on the URL link available on our point of sales materials, Costa Coffee self-serve machines' display screens or Costa Coffee Malaysia's social media pages to enter the giveaway microsite (<https://costacoffeemy.com/xmas>).
- (c) Follow Costa Coffee Malaysia's Instagram page.
- (d) Click on 'MY GIFT, PLEASE' to enter the form page. You will be required to enter the following details during submission:
 - Full name (as per identification card);
 - Instagram handle;
 - Delivery address;
 - Mobile phone number; and
 - A photo of your receipt.
 - (i) An OFFICIAL receipt, serving as proof of purchase from Costa Smart Café/ Costa self-serve machines located at all Costa Express Malaysia trade partners, such as Shell, Petron, GSC and all other locations, must be submitted.
 - (ii) Proof of payment for all three (3) Costa Coffee drinks purchased must be on a single receipt.

- (iii) If the purchase is made via a cashless Costa self-serve machine, participants must combine all three drink receipts for a one-time purchase in one submission.
- (iv) Touch 'n Go/ e-wallet receipts and machine tickets are not eligible.
- (e) Once the participants have submitted their details, they will receive a prompt indicating whether they are designated as 'Naughty' or 'Nice'. The designation of 'Naughty' or 'Nice' is random and does not, in any way, indicate the status of the participants.
- (f) The participants will then need to redeem their gifts via @costacoffeemalaysia Instagram direct message/ inbox.

18. Programme Period

The Programme shall be held during the Programme Period or such other time that the Organiser deems fit. The Organiser reserves the right to vary, withdraw or re-schedule the Programme Period or any dates thereof at its sole discretion.

19. Selection of Qualified Gift Redemption

- (a) Participants who have followed @costacoffeemalaysia Instagram page.
- (b) Only **ONE (1)** receipt per submission OR **THREE (3)** receipts for your **one-time purchase** of three (3) Costa Coffee drinks at Costa Smart Café cashless machines (pay at machines via credit card or e-wallet).
- (c) Duplicated receipts will be deemed an invalid submission.

20. Costa Coffee Redemption Gifts

- (a) List of Costa Coffee redemption gifts:
 - (i) Costa Coffee reusable tulip cups, while stocks last.
 - (ii) Costa Coffee journals, while stocks last.
- (b) Redemption of Costa Coffee gifts are on a while stocks last, first come first serve basis and it is limited to the first five hundred (500) valid submissions received from purchases at Costa Smart Café/ Costa self-serve machines ONLY. Purchases of drinks at Costa Coffee stores are **excluded** from the Programme. Receipts for purchases at Costa Coffee stores will be deemed an invalid submission.

- (c) The Organiser reserves the right to substitute any one of the redemption gifts with items of equivalent value at any time without prior notice.
- (d) The Organiser reserves the right to add or remove or change the redemption gift(s) offered within the Programme Period.
- (e) All redemptions are accepted entirely at the risk of the participants. Gifts are awarded by the Organiser and/ or sponsors without any expressed or implied warranty. The participants shall execute a deed of release and indemnity in a form prescribed by the Organiser, if so required, in order to receive the redemption gifts.
- (f) All other expenses not covered by the redemption shall be borne by the participants at their own cost.

21. Costa Coffee Redemption Gifts Assigning Mechanics.

- (a) Participants are assigned a gift based on their submission time.
- (b) The redemption gift is assigned once the Organiser has validated the submission.
- (c) The participants need to redeem their gifts via @costacoffeemalaysia Instagram direct message/ inbox.
- (d) Redemption of Costa Coffee gifts are on a while stocks last and first come first serve basis.
- (e) The Organiser reserves the right to substitute any one of the gifts with items of equivalent value at any time without prior notice.
- (f) The Organiser reserves the right to add or remove or change the assigned gifts without prior notice to the participants.

22. Fulfilment of Costa Coffee Redemption Gifts

- (a) Fulfilment of redemption gifts will begin four (4) weeks (from 22 January 2024 onwards) after the Programme ends (Programme end date: 25 December 2023).
- (b) Fulfilment cost will be borne by the Organiser and redemption gifts will be delivered to the delivery address provided by the participants on the giveaway microsite (<https://costacoffeemy.com/xmas>).
- (c) Delivery of redemption gifts will be via courier service and subject to the terms and conditions of the courier service company.

OTHER TERMS AND CONDITIONS

1. The participant agrees that he/ she shall:
 - (a) abide by the Terms and Conditions accordingly and cooperate and to follow all directions and/ or instructions given to the participant;
 - (b) not dispute nor make any oral or written complaints, public announcements or statements or the similar, whether during or after the Programme Period;
 - (c) not by act or omission, directly or indirectly bring the Organiser into disrepute;
 - (d) not give any product endorsements, interviews or be involved in any articles or reports in respect of the Programme or the gift with any third party, other than with express written consent of the Organiser; and
 - (e) agree that the participant's participation in the Programme does not entitle the participant to wages, salary or any other compensation.
2. Submission of an entry does not guarantee the participant the opportunity to participate in the Programme. The Organiser has the right to, at its sole discretion and without prior notification, reject, refuse or exclude a participant from participation in the Programme for reasons, including (without limitation) where the entry is not complete, illegible, non-compliance or non-fulfilment of any of the Terms and Conditions or attempts to compromise the Programme in any way.
3. At the end of the Programme Period, the Organiser will review the submitted entries and select qualified participants based on the criteria under paragraph 19 (under the heading of "Programme Mechanics") above.
4. The Organiser reserves the right to substitute the redemption gifts or any portion thereof for an alternative of equal or greater value should the redemption gifts promoted are not available due to unforeseen circumstances.
5. Qualified participants of the Programme will be contacted and/ or notified by the Organiser, its agencies, affiliates, sponsors or its representative via direct message/ inbox from @costacoffeemalaysia Instagram. Such participants will then need to provide full details (name, mobile phone number, delivery address and other details, if necessary) for fulfilment purposes.
6. The redemption gifts must not be sold, changed or exchanged for money or for other redemption gifts and the gifts are not transferable or negotiable and may not be redeemed for cash, credit and/ or other items or vouchers, either in part or in full.

7. The Organiser's decision in relation to any aspect of the Programme is final and binding. No communication will be entertained in this regard.
8. Save and except for any warranties implied in law (if any), all redemption gifts are used/ taken entirely at the risk of the participants in all things and the Organiser excludes all warranties in connection with any redemption gifts to the extent permitted by law. The Organiser makes no representations that the redemption gifts will be satisfactory to the participants.

RELEASE

1. The participants agree to waive, release and discharge the Organiser and its subsidiaries, affiliates, related companies, agencies, sponsors and representatives, from and against any and all liabilities, costs, loss, damages or expenses, which the participants or any party claiming through the participants hereafter may have, arising out of participation in the Programme, including (but not limited to) death, personal injury and damage to property and whether or not direct, consequential or foreseeable.
2. Each participant hereby agrees to indemnify and hold the Organiser and each of its subsidiaries, affiliates, related companies, advertising and Programme agencies and each of its and their respective directors, employees, agents and representatives (the "Released Parties") harmless from and against any losses, damages, rights, claims or cause of action of any kind arising, in whole or in part, directly or indirectly, as a result of the participant's breach of the participant's warranties and undertaking and any breach of the Terms and Conditions. The Released Parties shall not be responsible for lost, late, misidentified or misdirected entries or telecommunication or computer hardware or software performance, errors, delays or failures.
3. Disclaimer: THE ORGANISER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE REDEMPTION GIFTS. THE PROGRAMME AND THE REDEMPTION GIFTS ARE PROVIDED 'AS IS' AND 'AS AVAILABLE'.
4. Intellectual Property
 - (a) All intellectual property rights used in relation to the Programme belong to the Organiser and its affiliates, parent, subsidiaries, related companies and/ or representatives (the "Organiser Group").
 - (b) All intellectual property rights in connection with the Programme shall only vest in the Organiser Group. The participants shall not be permitted at any time to reproduce or distribute any intellectual property rights in respect of the Programme.
 - (c) Entries and details submitted in connection with the Programme (whether in written, audio or visual form, a combination of those or any other form) or any photographs,

video and/ or film footage or audio recording taken of the participants shall be the property of the Organiser. The Organiser may use the material in any medium and in any reasonable manner it sees fit. Copyright of any such material becomes and remains the sole property of the Organiser. The participant hereby assigns to the Organiser all worldwide copyright and like rights in the entries and waive all moral rights.

5. Facebook, Instagram and/ or WhatsApp

- (a) The Programme is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram and/ or WhatsApp.
- (b) The participants are providing the participants' information (save in respect of the participants' Facebook, Instagram and/ or WhatsApp username and password) to the Organiser and not to Facebook, Instagram and/ or WhatsApp. The information the participants provide will solely be used for the purpose of the Programme and by the Organiser Group and will not be sold, transferred, given or shared with any third party not in any relation to the Programme.
- (c) The participants agree that the participants shall waive any claim the participants may have against the Organiser Group that is in any way connected with a dispute the participants may have with Facebook, Instagram and/ or WhatsApp and/ or another participant of the Programme (the "Third Party Participant") and the participants agree to indemnify the Organiser Group for any losses or liability the Organiser Group suffers as a result of any claim against the Organiser Group by Facebook, Instagram and/ or WhatsApp and/ or the Third Party Participant as a result of the participants' dispute or in relation to the participants' dealings with Facebook, Instagram and/ or WhatsApp and/ or such Third Party Participant. This waiver and indemnity shall not apply in the event of any breach, fraud or wilful misconduct on the part of the Organiser Group.

6. Liability

- (a) The participant acknowledges that his/ her participation in the Programme shall be at his/ her own risk.
- (b) Each participant agrees that, except in respect of damages, losses, injuries, rights, claims or actions caused by or arising from the breach, omission or negligence of the Organiser, the Organiser shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with the Programme or resulting from the acceptance, possession, use/ misuse of redemption gifts or participation in the Programme. To the extent permitted by law, the participant will assume full liability and responsibility in case of any liability, mishap, injury, damage, loss, claim, actions of any kind or accidents resulting from their participation in the

Programme or resulting from the acceptance, possession, use/ misuse of redemption gifts and the participant agrees to release and hold the Organiser free and harmless of any liability.

- (c) Each participant further agrees that the Organiser will not be responsible or liable for any entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, duplicated or otherwise not in compliance with the Terms and Conditions or arising due to the fault of the participant.
- (d) The Organiser shall not be liable to any participants, nor shall the Organiser be deemed to be in breach of the Terms and Conditions by reason of any delay in performing or any failure to perform any of the Organiser's obligations hereunder, if the delay or failure was due to any cause beyond the Organiser's reasonable control.
- (e) All rights and privileges herein granted to the Organiser are irrevocable and not subject to rescission, restraint or injunction under all circumstances. Under no circumstances shall the participants have the right to injunctive relief or to restrain or otherwise interfere with the Organiser, the production, distribution, exhibition and/ or exploitation of the Programme and/ or any product based on and/ or derived from the Programme.
- (f) Notwithstanding the foregoing, nothing in the Terms and Conditions is intended to limit any rights the participants might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit the Organiser's liability to the participants for any loss or damage arising from the breach or negligence on the part of the Organiser.
- (g) The Organiser reserves the right at its reasonable discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of the Programme or its website, to be acting in breach or potential breach of the Terms and Conditions. No correspondence will be entertained.
- (h) The Organiser reserves the right to cancel the Programme at any time due to unforeseen circumstances, sovereign laws and regulations.
- (i) No warranty or guarantee is given by the Organiser in relation to any of the redemption gifts and to the fullest extent permitted by law, the Organiser, its agents and trading partners will not be liable for any loss or damage whatsoever which is suffered or sustained as a result of receipt or use of any redemption gifts awarded pursuant to the Programme. The Organiser does not recommend or guarantee the performance of any contractor or other obligations of any third parties associated with the gifts and will not be liable for any damage or loss suffered as a result of a contractor or third party or any fraud committed by any contractor or third party.

- (j) During the Programme, any request or complaint concerning the Programme and the Terms and Conditions may be sent via message to Costa Coffee Malaysia's Facebook page and the message should include the participant's name, address, e-mail address and telephone number. The participant will be contacted within a reasonable time after the Organiser's receipt of the message; however, the Organiser's decision is final on all matters. The Organiser will not engage in any correspondence related to the qualified redemption.
- (k) The participant hereby acknowledges that it will not, directly or indirectly, pay, offer, give or promise to pay or authorize the payment of any money or other things of value to any party for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain the said gifts or in respect of the Programme or engaging in acts or transactions otherwise in violation of any applicable anti-bribery legislation or any of the Organiser's policies.

7. Other Provisions

- (a) Nothing in or relating to the Programme may be reproduced or published without the Organiser's express consent.
- (b) No rights can be derived from the Programme or the results thereof.
- (c) The Programme is void where the same is prohibited or restricted by any local, national, state or any governmental laws.
- (d) If the Terms and Conditions are or have become partially void, the Organiser and the participant will continue to be bound by the remainder of the same. The parties shall replace the void part with provisions that are valid and have legal effects that correspond with those of such void part as much as possible, taking into account the content and the purposes of the Terms and Conditions.
- (e) The Terms and Conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other advertising materials of the Programme.
- (f) The Programme is subject to the Malaysian Code of Advertising Practice.
- (g) The participants shall not be entitled to assign any of the rights or subcontract any of the obligations herein unless expressly provided for within the Terms and Conditions or with the express consent of the Organiser. The Organiser shall be entitled to assign or sublicense the whole or any part of its rights hereunder to any third party as may be determined by it.

- (h) All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Programme, the production, distribution, exhibition and/ or exploitation of the Programme and/ or any product based on and/ or derived from the Programme.