

BiO-LiFE One Leg Strong (OLS) Challenge Terms and Conditions

A. Organiser and Eligibility

1. This CARiNG X BiO-LiFE One Leg Strong (OLS) Challenge [“Challenge”] is organised by CARiNG Pharmacy Retail Management Sdn Bhd (881773-W) and BiO-LiFE Marketing Sdn Bhd (167808-V) [“the Organiser”] and is open to all Malaysian residents with a valid NRIC and address in Malaysia, aged 12 and above as of 1 January 2023 subject to the Rules and Regulations herein.
2. The following group of persons shall not be eligible to participate in this Challenge: (a) Employees of the Organiser [including its affiliated and related companies] and their immediate family members [children, parents, brothers and sisters, including spouses]; and (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 [children, parents, brothers and sisters, including spouses].

B. Duration

1. This Challenge will run from 1 August 2023 at “12:00:00 AM” to 31 August 2023 at “11:59:59 PM” Malaysian time [“the Contest Period”].
2. The Organiser reserves the right to amend the Challenge Period at any time. All entries received outside the Challenge period will be disqualified.

C. Submission of Entries and Qualifying Criteria

1. To participate in the Challenge, participants must meet the following steps on Facebook / Instagram / TikTok:

Facebook:

- a. Record themselves standing on one leg for at least 33 seconds. Place arms across the chest with hands touching shoulders or spread the arms widely. Legs should not touch each other.
- b. Publish their video on Facebook. Make the post public.
- c. Tag, include hashtags and follow @caring2u @biolife.my #caringpharmacy #biolifemy #olschallenge #LiveYourLifeTheWayYouWant

Instagram:

- a. Record themselves standing on one leg for at least 33 seconds. Place arms across the chest with hands touching shoulders or spread the arms widely. Legs should not touch each other.
- b. Publish their video on Instagram. Make the post public.
- c. Tag, include hashtags and follow @caringpharmacy_my @biolifemy #caringpharmacy #biolifemy #olschallenge #LiveYourLifeTheWayYouWant

TikTok:

- a. Record themselves standing on one leg for at least 33 seconds. Place arms across the chest with hands touching shoulders or spread the arms widely. Legs should not touch each other.
- b. Publish their video on TikTok. Make the post public.
- c. Tag, include hashtags and follow @caringpharmacy_my @biolife.my #caringpharmacy #biolifemy #olschallenge #LiveYourLifeTheWayYouWant

2. Multiple entries are permitted via Facebook / Instagram / TikTok; however, each participant may only win ONE [1] prize during the Challenge period.
3. The judge's decision is final, no correspondence will be entertained.
4. Closing date for submission is 31 August 2023 at “11:59:59 PM” Malaysian time.
5. In order to participate in this contest, each entry submitted must complete all the steps in the Challenge. Any incomplete or incomprehensible entries will be disqualified.
6. Participants agree to abide by the Challenge Rules & Regulations. Participants agree and warrant that they shall not submit any content (a) that is not indicated by the product label (including treatment of disease), (b) that is disparaging, defamatory, libelous, offensive, hateful, threatening, lewd, sexually explicit, pornographic; incites violence, or contains nudity or graphic or gratuitous violence; (c) that violates any

law, statute ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); that is, or may reasonably be considered to be, defamatory, libelous, hateful, discriminatory, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; (d) otherwise contain inappropriate content or objectionable material; or (e) that contains any computer viruses, worms or other potentially damaging computer programs or files. The Organiser reserves the right to disqualify and remove such entries and demand the participant to remove such entries at any time at the Organiser's sole discretion. In any event, the Organizer reserves the right to reject any participation or the Participant at its sole and absolute discretion without assigning any reasons whatsoever.

D. Redemption of Challenge Prizes

1. Prizes to be won for the contest are:
 - a. Grand Prize: 1x GARMIN VENU 2 Plus
 - b. Second Prize: 3x AirPods Pro 2nd Gen
 - c. Third Prize: 7x 1-year supply of BiO-LiFE Joint Health Products
 - d. Consolation Prizes: 10x RM50 TnG eWallet Reload Pin
2. Image of the sample shown on the contest post is solely for illustration purposes only and may differ from the actual sample.
3. Winners will be notified via Facebook or Instagram or TikTok to confirm their contact details and mailing address. Winners are to respond to the Organiser within seven [7] working days from notification if there are any errors in the details provided. The Organiser shall not be held liable in the event the winner(s) cannot be contacted after at least three [3] attempts by the Organiser or its agents. All prizes will be delivered to the winners' mailing address during the months of October to December 2023. All unclaimed prizes will be forfeited. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the postal notification to the participant[s]. The Organiser will not be held responsible should there be any error, delay or defect in notification via Facebook Messenger or TikTok Private Message or Instagram Direct Message to the winners.
4. All winners who receive the prizes shall be personally liable for all taxes, rates, government fees or any other charges that may be levied against them under the applicable laws, if any.
5. The Organiser will not be held liable in the event that sample fulfillments are not completed due to incorrect contact details provided by the participants.
6. The Organiser shall reserve the right at its absolute discretion to substitute any of the prizes with that of similar value, at any time without prior notice. All samples are given on an "as is" basis and are not exchangeable for cash, credit, other items or vouchers, in part or in full.
7. All winners must abide by the terms and conditions of the parties arranging and/or providing for the samples and the terms and conditions attached to the samples, if any.

E. Rights of the Organiser

1. By submitting your entry for this Challenge, you agree and acknowledge that all intellectual property rights (including but not limited to the right to reproduce likeness or image) thereto shall belong to the Organiser absolutely. The Organiser shall have the exclusive right to use, edit, modify and publish the entry submitted by you and publish your name, in any way it deems fit in any form of media and territory for any advertising, trade, promotional purpose and for any other reason whatsoever, without any further notice to the participants and the participants shall not claim ownership or any payment or compensation on the materials, and by submitting your entry for this Challenge, you agree to release and discharge the Organiser from any claims in relation to such use. For the avoidance of doubt, the submissions will not be edited for qualifying purposes.
2. The Organiser reserves the right to modify, suspend or cancel this Challenge 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, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Organiser, despite the best efforts of the Organiser.
3. The Organiser reserves the right, in its sole discretion, to disqualify any participant that is found or suspected of tampering with the Challenge submission process, the operation of this Challenge. The Organiser reserves the right to remove any submissions of the person who it reasonably suspects has violated or infringed any of these general terms and conditions and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to this online Challenge and/or the Challenge submission process.

F. Privacy Notice

1. By participating in the Challenge, the Participants consent for the Organiser and any of its holding, subsidiary or related companies as defined in the Companies Act 2010 and its service providers, agents and contractors who provide administrative and business support to the Organiser and act on the Organiser's behalf ["Authorised Third Parties"] [Collectively "the Organiser"] to process all information provided by the participants in the entry submission for purposes of the Contest, which may include personal information. For purpose of clarity, "process" under this header shall have the same meaning provided under the Malaysia Personal Data Protection Act 2010.
2. The Organiser only process personal information that are provided by the participants of the Challenge, or were made available by the participant onto publicly available sources, which may include name, online user identification, and contact information for the purposes of administering the Challenge, which includes but not limited to: (a) processing participant's entry submission; (b) communicating or responding to participants' queries, complaints, request and/or feedback; (c) contacting the winners; (d) to instruct delivery of samples to the winners; (e) for any other purposes required or permitted by the law or regulatory authorities; and (f) disclosing the winner's name to the general public when the winner is receiving prizes for the Challenge by publishing the relevant participants' names, its entry submission, and photographs without compensation for advertising and publicity purposes.
3. Please note the Organiser requires the participants' personal information in order to process the entry submission in the Challenge, without which the Organiser will not be able to process the participants' entry submission.

G. Other Terms & Conditions

1. All entries submitted must be original and shall not breach any intellectual property rights belonging to any party. The participants shall not pose, distribute, reproduce or submit in any way whatsoever, any materials containing any other party's intellectual property rights, including but not limited to copyrights, or other proprietary information owned by another party without obtaining the prior written consent of the owner of such intellectual property rights or proprietary information. If you believe that your work has been copied and posted in a way that constitutes an intellectual property infringement, please contact the Organiser.
2. The Organiser, in its sole discretion, reserves the right to modify this Rules & Regulations without any prior notice, if required for the smooth running of the Challenge, and participants continued participation in the Challenge will constitute binding acceptance of the relevant modification. In any event, the participants agree that its only sole recourse is to withdraw its participation from the Challenge.
3. The Organisers' decisions are final, conclusive and binding. No correspondence thereon will be entertained.
4. By participating in this Challenge, participants agree to be bound by this Contest Rules & Regulations, and the decisions of the Organiser.
5. No delay or indulgence by the Organiser in enforcing any Challenge Rules & Regulations shall constitute waiver by the Organiser of the participants' breach of these terms and conditions.
6. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials or this Challenge, the terms contained herein shall prevail.
7. To the fullest extent permitted by law, in no event the Organiser or any of its officer, employee, representative and / or agent (including, any third party agencies that deals with the Organiser for the purposes of this Contest) be liable for any loss or damage (including loss of income, profits or goodwill or indirect damages, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise in connection with this Challenge, although the Organiser has been advised of the possibility of such damages in advance, and all such damages that are expressly excluded.
8. These terms are governed by and construed under the laws of Malaysia and under the exclusive jurisdiction of the courts in Kuala Lumpur, Malaysia.

H. Technical Requirements

The Organiser shall not be held liable or responsible for any delay and/or failure in the receipt of entry due to the inability of the respective Internet Service Provider ["ISP"] company and/ or telecommunication network to provide timely and/or efficient internet and/or telecommunication services.

I. Prohibited Content

Below is a partial list of content that is illegal or prohibited to be posted on the Challenge. Posting of any of this content by the participant may, in the Organiser's sole discretion, result in the disqualification of participation. In addition, the Organiser reserves the right to investigate and take appropriate legal action, in its sole discretion, against anyone who violates this provision, including without limitation, removing the offending communication posted on the CARiNG Pharmacy Facebook, Instagram & TikTok and reporting such violators to the appropriate legal authorities. Prohibited content includes, but is not limited to, contents which, in the Organiser's sole judgment:

- is offensive to the online community, such as content that promotes racism, politically religious agendas, inflammatory religious content, violence, foul language, bigotry, hatred or physical harm of any kind against any group or individual;
- include ingredients that are offensive to other religious practices
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail", "chain letters," "spam," or any other unsolicited mass mailing, e-mailing, or other communication;
- includes any information that [1] the participant knows is false or misleading, [2] promotes illegal activities or conduct that is abusive, or [3] is threatening, obscene, defamatory, or libelous;
- constitutes or includes any illegal or unauthorized copy of another person's copyrighted or copyrightable work, including, but not limited to, [1] pirated computer programs or links to them, [2] information which circumvents manufacturer-installed copy-protect devices, [3] pirated music or links to pirated music files;
- displays obscene, pornographic or sexually explicit material of any kind;
- includes material that exploits people in a sexual or violent manner;
- includes material showing or depicting any offensive or violent acts whether involving other person or persons or animal or not;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; and
- exhibits overtly dangerous or potentially life-threatening situations.