CASIO BACK-TO-SCHOOL BUY AND WIN CAMPAIGN 2024

CASIO BACK-TO-SCHOOL BUY AND CAMPAIGN 2024



Terms & Conditions:

Prior to the participation of "CASIO BACK-TO-SCHOOL BUY AND

CAMPAIGN 2024" Contest (herein known as "the contest"), it's advisable for you to take a couple of minutes to read the following Terms & Conditions and ensure that you are completely aware of it. They are unconditionally and irrevocably binding on all participants.

**This Contest is only valid for purchase of CASIO Scientific Calculator that comes with Marco Corporation's warranty sticker. Any purchased calculator that without valid Marco Warranty Sticker, would not be entertained or disqualified from the contest.

1. Introduction

- 1.1 Entry and participation in the Contest shall be deemed an unconditional and irrevocable acceptance of these T&C. All entry instructions and any other specific details relating to the competition or the prizes form part of these T&C (but in the event of any conflict or inconsistency, these T&C shall prevail).
- 1.2 These Terms and Conditions ("T&C") shall be binding on all persons entering the contest.
- 1.3 All decisions of Marco Corporation in any matter under these T&C shall be final and no discussion or correspondence will be entertained.
- 1.4 Failure by Marco Corporation to enforce any of these T&C in any instances will not give rise to any claim by any person.
- 1.5. Marco Corporation reserves the right to amend these rules at any time at its sole and absolute discretion.
- 1.6 The Participants have made certain representations and warranties to Marco Corporation (both in these T&C and otherwise) in participation in the Contest. Marco Corporation has relied on the accuracy and truth of such representations and warranties of the contest. Should Marco Corporation or its agents become aware of any fraud, deceit or similar action undertaken in connection with the Contest or otherwise, or any act or omission which might have (in Marco Corporation's opinion, which shall be final) an adverse effect on the Contest, Marco Corporation reserves the right to forfeit the Participant's place in the Contest (without giving any reason and without notice).
- 1.7 The Participant agrees to cooperate with and comply with all reasonable requests of Marco Corporation and its agents and employees (and in particular the health and safety team) in connection with the Contest.

2. Eligibility to Enter Contests

Unless otherwise specified, individuals who enter in any of our Contest:

- 2.1 All Participants MUST be 12 years and above at the time they entered the contest and citizens of Malaysia and/or permanent residents of Malaysia and, if requested by Marco Corporation, shall provide evidence of the same. In the event the participant is below 12 years old their participation must be supervised by their parents or legal guardian.
- 2.2 The contest ends on **15th May 2024** and any submission(s) thereafter will not be entertained.

- 2.3 Marco Corporation reserves the right to disqualify a Participant in the event, Marco Corporation learns of the Participant's ineligibility after awarding the prize. Any prize awarded shall be recovered fully by Marco Corporation.
- 2.4 All Marco Corporation employees, agents and immediate family members are not entitled to participate and any submission(s) received will be deemed invalid.

3. The Contest

- 3.1 The interests and good reputation of Marco Corporation are paramount and Marco Corporation may, at its sole discretion, withdraw a place or require a Participant to cease to have any involvement in the Contest and if it believes it is in the best interests of Marco Corporation to do so. In particular (without limitation), Marco Corporation reserves the right to immediately withdraw a Participant's place in the Contest or the Prize if it believes the Participant to be in breach of any of its obligations, or representations and warranties, under these T&C or otherwise conducts his/herself in a manner which is inappropriate or unsuitable (in the discretion of Marco Corporation). The Participant shall be responsible for any additional costs in this respect (including the costs of the Participant's early return back to the country, if necessary).
- 3.2 Marco Corporation will not be legally bound by any act /omission of the participant which might bring Marco Corporation into disrepute.
- 3.3 To participate in the contest, the Participant must register their full name (as per NRIC), valid e-mail address and phone number via Marco E-warranty Registration Page.
- 3.4 The Participant represents and warrants that s/he does not have any criminal convictions or criminal record and has not undertaken any past act or conduct which could affect the reputation of the Contest or Marco Corporation.
- 3.5 The Participant will comply with the instructions and directions of Marco Corporation (failure to do so may lead to immediate disqualification, at Marco Corporation's discretion).
- 3.6 Incomplete or indecipherable entries will be void (in Marco Corporation's absolute discretion).
- 3.7 Entries or answer submission with spelling error will also be deemed invalid.
- 3.8 All entries sent via the internet are at the risk of the Participant and in the event there is any technical difficulties experienced arising out of the internet or from any associated equipment or internet security is compromised, Marco Corporation may at its absolute discretion disqualify the entire entry and shall not accept any liability in doing so.
- 3.9 Late entries will not be entertained or accepted (at Marco Corporation's discretion).

- 3.10 The decision of Marco Corporation is final and conclusive in all circumstances and no correspondence will be entered into.
- 3.11 Marco Corporation has the exclusive right, to withdraw a contest with immediate announcement on Facebook or by stating the same on the relevant website without any liability in respect thereof.
- 3.12 Assuming a valid claim has already been made, Marco Corporation reserves the right to offer an alternative prize at some other time and/or some other destination of equivalent value, which may be accepted instead by the Participant. If such alternative prize is not accepted (or not made) the Participant shall have no claim against Marco Corporation in respect of the cancellation or delay of the Contest or prize. Any expense or financial losses or damage whatsoever incurred as a result thereof will not be reimbursed by Marco Corporation.
- 3.13 The contest ends on **15th May 2024, 11:59: 59pm** and any submission thereupon will not be entertained. Marco Corporation reserves to the right to extend or end the Contest before its due date.
- 3.14 This Contest is only valid for purchase of CASIO Scientific Calculator that comes with Marco Corporation's warranty sticker. Any purchased calculator that without valid Marco Warranty Sticker, would not be entertained or disqualified from the contest.

4. Prizes

- 4.1 Prizes are non-transferable.
- 4.2 In the event of unforeseen circumstances or circumstances outside Marco Corporation's reasonable control, Marco Corporation reserves the right to offer an alternative prize of equal value. No cash will be awarded as an alternative to the prize won.
- 4.3 The Participant must comply with the terms and conditions involved in the Contest or the Prize.
- 4.4 The Participant is not entitled nor authorised in any way to commit Marco Corporation to any contract, expense or cost entered into or incurred without its advance written acceptance of the same. No variation of these T&C is effective unless approved by an authorised representative of Marco Corporation in writing.
- 4.5 All aspects of the Prize quoted by Marco Corporation are subject to change without notice with no liability arising, and Marco Corporation are not obliged to provide any explanation for any said changes should it arise.

5. Claims of Prizes

- 5.1 In order to enable Marco Corporation to correctly identify genuine claims and to eliminate non-genuine, deceitful or fraudulent claims, Marco Corporation reserves the right to carry out an interview (by telephone or in person with a Participant and to tape record the interview). If a Participant refuses to participate in or answer all questions raised in such an interview without good reason then the Participants place will be treated as invalidated.
- 5.2 In order to enable Marco Corporation to correctly identify genuine claims and to eliminate non-genuine, deceitful or fraudulent claims, Marco Corporation reserves the right to require participants to produce Marco's Warranty Sticker or Purchase Receipt as further proof of purchase.
- 5.3 Participants are required to produce **Marco's Warranty Sticker and proof of purchase (Purchase receipt)** in order to claim their prize, should their name be drawn as the winner. Participants will be given 48 hours to revert with proof of purchase. Failure in doing so will result in disqualification of the Contest.
- 5.4 Upon a Participant's disqualification as one of the prize winners, another new Participant will be drawn as the prize winner.
- 5.5 If Marco Corporation becomes aware of any fraud, deceit or similar action during or in relation to the contest which relates in any way to a claim, then that claim will not be met unless it is proven to the satisfaction of Marco Corporation, that the Participant had no actual or imputed knowledge of the same. For the avoidance of doubt (and without limitation), if a Participant provides an incorrect name, age, contact number, address or other incorrect information in relation to the entry, then Marco Corporation reserves the absolute right to treat that entry as invalid (whether or not such information comes to light before or after the Participant has made the claim). If the fraud, deceit or other action is only discovered after the prize has been released, the Participant undertakes to return the same (or provide compensation) to Marco Corporation forthwith upon discovery by Marco Corporation.
- 5.6 All prizes must be collected within 2 months from the date of notification. Prizes not collected within the stipulated period will be forfeited. Marco Corporation shall not be obliged to notify winners of the collection deadline. It is the sole responsibility of the Winners to collect their prize.
- 5.7 In special situations, and subject to the prior authorization of Marco Corporation, a winner may nominate a designated representative in writing to collect their prize. A copy of IC for both the winners and their representative will be required at the time of collection.
- 5.8 Should Marco Corporation choose to send the prize to the participant (outstation winner or certain special circumstances occur) under the written consent or request of

the winner(s), Marco Corporation is not liable for any damage or loss of the prize due to delivery. Damaged items cannot be returned without authorization.

- 5.9 If the Winner fails to accept delivery of the prize within a reasonable period after receiving notice from the Company that they are ready for delivery, the Company may dispose or select another winner to accept the prize.
- 5.10 Marco Corporation will use all reasonable endeavors to avoid delay in delivery on the notified delivery dates. Failure to deliver by the specified date will not be a sufficient cause for cancellation, nor will Marco Corporation be liable for any direct, indirect, consequential or economic loss due to delay in delivery.
- 5.11 All prizes are non-transferable to a third party and are not exchangeable for cash consideration. In the event that the prize is unavailable, Marco Corporation may, in its sole discretion, substitute a reasonable replacement for any of the prizes at any time at the time.
- 5.12 If a Winner chooses not to accept a Prize, they forfeit any and all claims to that Prize, which will be dealt with according to the absolute discretion of Marco Corporation.
- 5.13 Marco Corporation reserves the right to substitute or replace any prize with one of equal retail value. No complaints will be entertained on such matters.
- 5.14 Winners are solely responsible for all taxes payable as a result of a Prize being awarded or received.
- 5.15 The company will not entertain any complaints on the quality and quantity of the prizes after handing the prize over to a winner.
- 5.16 All Winners may be required by Marco Corporation to participate in interviews, photo or video sessions and acknowledge that Marco Corporation has the right to use such interviews, publicity photos and videos in any reasonable manner it sees fit, without payment of any compensation.
- 5.17 Participant who are selected as prize winner will need to produce both Marco warranty sticker and receipt from retail as proof of purchase. Failure to produce either one will disqualify Participant and thus a new prize winner will be selected.

6. Confidentiality

6.1 The Participants undertake not at any time to disclose, reveal, communicate or otherwise make public any information relating to Marco Corporation, its business, personnel, servants, agents or officers to anyone.

7. Publicity

- 7.1 Winners must as a condition of the prize participate in all required publicity.
- 7.2 The Participant shall not without the specific prior written consent of Marco Corporation publish or disclose any information in connection with the Contest or the Prize (in particular, without limitation, to a representative of the media, in whatever form).

The Participant shall not be entitled to give interviews or be involved in articles or reports in respect of the Contest or the Prize with any third party. All rights in relation to the Contest and the Participant's involvement therein shall vest exclusively with Marco Corporation.

- 7.3 The Participant agrees to undertake as requested by Marco Corporation all interviews, Contest and other activities and to the reproduction publication exhibition transmission and broadcast by all means and media throughout the world at the discretion of Marco Corporation in perpetuity.
- 7.4 The Participant hereby grants and assigns to Marco Corporation (to the extent that it is has the rights to grant the same) the entire copyright and other intellectual property rights in the Contest and his/her involvement in the Contest (including, without limitation, all interviews, pictures, audio, audio-visual, whether the Participant's appearance is featured or incidental) in all media and technology (the "Products"), and where such Products are not in existence at the date of this Agreement, by way of present assignment of future assignment. This assignment shall include the right for Marco Corporation to amend or otherwise adapt such Products and/or use such Products in conjunction with any other material and to use, distribute and/or broadcast such products in all media and all formats (including transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephone) and to licence any other persons to do so, in each case for such purposes as Marco Corporation may in its absolute discretion determine. 7.5 Without limitation to any other rights under this Agreement, Marco Corporation shall be entitled to refer to the Participant's association with the Contest and the Prize in all publicity, marketing and Competition material in connection therewith.

8.0 Marco Corporation - exclusion of liability

8.1 Marco Corporation is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Contest or prizes other than those costs and expenses specifically provided for in the prize (if any).

8.2 Marco Corporation shall not be responsible or liable for any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure in receiving and sending the submission as a result of any network, communication or system error, interruption or failure experienced by the participation's handphone

operators and by Marco Corporation or resulting from participation or the downloading of any materials in the contest. In the event of such error, interruption or failure, Marco Corporation shall not be responsible or liable for any failure to participate in the Contest at any time.

- 8.3 Marco Corporation accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising.
- 8.4 Marco Corporation shall not be liable to perform any of its obligations under the contest or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate Participants in such circumstances.

9.0 General

- 9.1 The Participant undertakes the Contest at their own risk and agrees to indemnify Marco Corporation and its employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) and any claim arising from the Participant's own actions in any way in connection with the Contest, the Prize or a breach of the Participant's obligations hereunder.

 9.2 There is no fee payable to the Participant in respect of his/ her involvement in the
- Contest.
- 9.3 These T&C shall be governed and construed in accordance with Malaysian Law.
- 9.4 These T&C represent the entire agreement between the parties relating to the Contest or the Prize (unless otherwise expressly confirmed in writing by Marco Corporation) and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Contest or the Prize or any of these T&C should be relied upon unless confirmed in writing by Marco Corporation. The invalidity, illegality, or unenforceability of the whole or part of a T&C or Condition does not affect or impair the continuation in force of the remainder of the T&C.
- 9.5 The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies. These T&C shall be governed by and interpreted in accordance with Malaysian law and the parties irrevocably submit to the exclusive jurisdiction of the Malaysian courts.
- 9.6 These T&C are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them. Accordingly no person

shall derive any benefit or have any right, entitlement or claim in relation to this Agreement by virtue of the Contracts.

9.7 Marco Corporation reserves the right to amend the Terms & Conditions at any time during the Contest period without prior notification.