

# Big Apple Dream Vacation

## Lucky Draw

**Stand to win a 5-day 4-night holiday for 2 when you purchase Big Apple's 6-piece or 12-piece box of donuts.**

### TERMS AND CONDITIONS

1. Eligibility
  - 1.1 This lucky draw is open only to Malaysian citizens and permanent residents ("Participant"), subject to the following terms and conditions.
  - 1.2 Big Apple Donuts & Coffee has the absolute discretion to determine the eligibility of any Participant in the Lucky Draw. Such determination shall be final and conclusive and Big Apple Donuts & Coffee is not obliged to give any reason therefore.
  - 1.3 The following persons shall not be eligible to participate in the Lucky Draw :
    - a) Directors and employees of Big Apple Donuts & Coffee and their subsidiaries, and
    - b) their immediate families;
    - c) Employees of advertising and promotion agencies engaged by Big Apple Donuts & Coffee and any other
    - d) Persons involved in organising, promoting and/or conducting the Lucky Draw;
    - e) Persons below 18 years of age as at the Draw Date (hereinafter defined); and
    - f) Any other person deemed ineligible at the absolute discretion of Big Apple Donuts & Coffee.
2. Lucky Draw Entry Form
  - 2.1 To qualify for the Lucky Draw, Participants will need to submit the Lucky Draw entry form by 30<sup>th</sup> November 2017.
  - 2.2 The Lucky Draw entry form is **ONLY** available on Big Apple Donuts & Coffee's donut 6-piece box and 12-piece box.
  - 2.3 Big Apple Donuts & Coffee reserves the right to reject any Lucky Draw entry form that is incomplete, ineligible, torn or defaced.
  - 2.4 Photocopies of the Lucky Draw entry form will not be accepted.
3. Conduct and Announcement of Draw
  - 3.1 The draw will be in December 2017, on a date and/or venue as may be determined by Big Apple Donuts & Coffee in its absolute discretion without any prior notice.
  - 3.2 Big Apple Donuts & Coffee reserves the right to draw reserve winners to substitute any winner subsequently found to be ineligible or disqualified. Big Apple Donuts & Coffee's determination of any winner shall be final, conclusive and binding. No correspondence or claims will be entertained.
  - 3.3 The results of the Lucky Draw will be notified to the winners via telephone or email address based on the information stated in the Lucky Draw entry form. Results will also be announced on Big Apple Donuts & Coffee's facebook page and website. The winner's NRIC must be presented at the point of collection of the lucky draw prize.
  - 3.4 The Prize will be issued in the name of the winner, as per the name on the Lucky Draw entry form. The Prize (flight and accommodation booking documents) are non-transferable, non-refundable and nonexchangeable for cash or in kind, in full or part, and are not replaceable if lost, damaged or stolen.
4. Prize
  - 4.1 There will be ten (10) prizes to 5 preselected holiday destinations. Each of these destinations will have 2 winners following the lucky draw process. Winners are not allowed to choose or change their holiday destinations. Each Prize winner will include a round trip and 5-day 4-night accommodation for 2 persons. Upon notification, the winner is to nominate a travelling partner.
  - 4.2 The Prize is valid for Malaysia citizens and permanent residents only.
  - 4.3 Any additional costs and/or expenses incurred in connection with the Prizes will be borne by the winner. Big Apple Donuts & Coffee shall not be liable or responsible for any such cost and/or expenses.
  - 4.4 Any Prize or ticket/voucher/certificate/document(s) issued in connection therewith:
    - a) shall be non-transferable, non-refundable and non-exchangeable for cash or in kind,
    - b) in full or part;
    - c) is not replaceable if lost, damaged or stolen;
    - d) refund and/or cancellation of any unused or partially used ticket shall not be permitted; and
    - e) subject to the terms and conditions of the prize partner.

- 4.5 Big Apple Donuts & Coffee may, at any time without notice and in its absolute discretion, replace and/or substitute any Prize with another prize at equivalent or close to the prevailing value (whether in cash or otherwise) without any liability on the part of Big Apple Donuts & Coffee to any person.
  - 4.6 If any Prize is not redeemed for one (1) month after the announcement of or notification to the winners or is unutilised within any validity period, the Prize will be forfeited (without any liability on the part of Big Apple Donuts & Coffee to any person) and the Prize and/or the proceeds of any substituted prize will be decided at the absolute discretion of Big Apple Donuts & Coffee. The Prize winner whose Prize has been forfeited is not entitled to any payment or compensation whatsoever from Big Apple Donuts & Coffee.
5. Participation
- 5.1 It is a condition precedent for participation in the Lucky Draw that the winner consents to the public disclosure of his/her name, identification/passport number and such other information and photographs for publicity or commercial purposes or otherwise participate in the publicity activities of Big Apple Donuts & Coffee in relation to the Lucky Draw and to the use of any data provided by such winner for any future marketing effort by Big Apple Donuts & Coffee's group of companies, without any payment or compensation thereof.
  - 5.2 The winner shall, if required by Big Apple Donuts & Coffee, attend any prize presentation and participate in any advertising, promotional and publicity activity relating to or in connection with the Lucky Draw and/or any Prize at his/her own costs.
6. General
- 6.1 Big Apple Donuts & Coffee shall not be responsible in any manner whatsoever for any consequence including but not limited to loss of life, injury to person and/or loss or damage to property arising from or in connection with the Lucky Draw, redemption or use of any Prize, arising from or in connection with any Prize, or howsoever arising.
  - 6.2 Big Apple Donuts & Coffee assumes no liability or responsibility for the acts or defects in the goods or services offered in this Lucky Draw. Big Apple Donuts & Coffee is not an agent of the merchant or service provider. Any dispute about the quality or service standard must be resolved directly with the merchant or service provider. The merchant or service provider may impose conditions for the redemption of the goods or services. Big Apple Donuts & Coffee will not be responsible for any injury, loss or damage suffered as a result of the redemption or usage of the goods and services or in connection with the Lucky Draw and/or redemption or use of any Prize.
  - 6.3 The decisions of Big Apple Donuts & Coffee on all matters relating to the Lucky Draw and any Prize are final, conclusive and binding. Big Apple Donuts & Coffee shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Lucky Draw or any Prize.
  - 6.4 Notwithstanding anything in these Terms and Conditions, Big Apple Donuts & Coffee reserves the right at any time in its absolute discretion to determine and/or amend, by addition to, subtraction from or variation of, these Terms and Conditions without prior notification, including but not limited to the eligibility terms and criteria, the selection of winners, and the timing of any act to be done, and all Participants shall be bound by these amendments.
  - 6.5 In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Lucky Draw, these Terms and Conditions shall prevail.
  - 6.6 These Terms and Conditions shall be governed by the laws of Malaysia, and all Participants shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Malaysia.