### **TERMS & CONDITIONS**

These Terms and Conditions govern the Eucerin<sup>®</sup> Platinum Members Club applications ("Apps") operated by or on behalf of Beiersdorf (Malaysia) Sdn. Bhd. ("Eucerin<sup>®</sup>" or "We") and our relationship with members of the Program ("Members" or "You"). The purpose of the Program is to reward our frequent customers. Membership in the Program ("Membership") is subject to these Terms and Conditions. Updated version of this Terms and Conditions are valid from 21st July 2023.

By using your membership to earn or redeem Reward Points under this Program, you agree that you have read, understood and accepted these Terms and Conditions;

- 1. You are eligible for Membership; and
- 2. You consent Eucerin<sup>®</sup> to process data that is personal to you, and disclosing such data to third parties, in accordance with our privacy statement.

You may submit any amount of receipts to start accumulating your points for subsequent purchase.

- Every MYR 1 equal to 1 Reward Point. Reward Points will not include any cents and it will be rounded to the nearest whole number. For example: MYR80.30, will be rounded to MYR80 and MYR 80.70 will be rounded to MYR81.
- 2. The total number of Reward Points that you have collected will only be reflected after one week and subject to approval of Eucerin<sup>®</sup> Malaysia.
- 3. The points must be redeemed within 2 years of expiry for every transaction point collected. The expiry date will be based on the earliest date when user submitted their receipt.
- 4. No Reward Points may be exchanged or redeemed for cash, prizes or credit. Reward points must be redeemed in accordance with these Terms and Conditions.
- 5. You may redeem Reward Points of the specified Eucerin<sup>®</sup> products ("Redemption Rewards") based on the Redemption Reward list published by Eucerin<sup>®</sup> from time to time. Redemption Rewards, the number of points needed to redeem a Redemption Reward, Redemption Rewards categories and terms and conditions associated with Redemption Rewards are subject to change without notice solely at the discretion of Eucerin<sup>®</sup>. You must have the minimum number of Rewards Points required to redeem your Redemption Reward of choice, before you may do so.

- 6. In the event of a dispute, a member may be required to provide proof that he/she is the authorized account holder of the identified Facebook, and/or e-mail account.
- 7. All redemptions are subject to availability of stocks.
- 8. You are limited to a maximum of 4 product redemptions per month.
- All redemptions are subject to a validation process that it will take a up to 10-working days. Only after system validation will Eucerin Logistics proceed with shipment. This process could take up to 15- working days.
- 10. In the event the Redemption Reward collected is faulty, you must notify Eucerin<sup>®</sup> via Facebook messaging, within seven (7) days of collection. Eucerin<sup>®</sup> reserves the right to replace the Redemption Reward with an identical Redemption Reward, or another Redemption Reward of equal value, at its sole discretion. If you fail to notify Eucerin<sup>®</sup> of the faulty Redemption Reward within the stipulated timeframe, no exchange of the Redemption Reward or refunds of Reward Points will be allowed.
- 11. We may at any time correct the amount of Reward Points shown as credited to you, without notice.
- 12. We may also send you promotions, offers and other communications from time to time, which may include items from third parties. The items we send may be targeted to you based on the information you have provided to us and additional data we maintain.
- 13. Reward Points and your Membership are not your property but in fact solely belong to Eucerin<sup>®</sup>. On termination of your Membership for any reason, all unredeemed Rewards Point will be forfeited and you will no longer be able to participate in the program. Reward Points have no cash value and we will not pay you cash for any forfeited or unused Reward Points.
- 14. We may change these Terms and Conditions at any time, without notice. This means that we may make changes that affect, without limitation, processes, benefits and rules for earning and redeeming Reward Points. Unless otherwise stated, all Membership benefits are subject to availability

## **RECEIPT SUBMISSION**

Please ensure your receipts meet the following criteria:

- Earn rewards point by uploading your receipts. The amount of points rewarded depends on the amount paid exclusively for Eucerin<sup>®</sup> products.
- 2. The receipt must be uploaded only in JPEG or PNG format. Eucerin® Malaysia reserves the right to reject receipts submitted in any other formats.
- For every uploaded receipt the correct outlet, the correct date and transaction amount must be selected/entered.
- 4. The receipt must reflect a purchase from an official Eucerin<sup>®</sup> outlet only. Individual or overseas sellers' receipt will not be considered for points redemption.
- 5. If the receipt is folded or uploaded image is blurry, Eucerin<sup>®</sup> Malaysia reserves the right to reject the receipt.
- The Outlet Name (and location), Receipt No./Transaction No./Invoice No.(not GST ID), Date/Time of Purchase and Transaction Amount must be clearly visible on the receipt. If any of this information is missing or blurry, Eucerin<sup>®</sup> Malaysia reserves the right to reject the receipt.
- 7. The receipt must be uploaded within one year of the transaction date.
- Receipts uploaded onto Eucerin<sup>®</sup> Platinum Members Club must be from purchases meant for self- consumption.
- 9. You are only allowed to submit one receipt per day with a maximum value of RM1500.
- 10. You are allowed to submit a maximum of two receipts per purchase date.
- 11. Uploaded receipt image must be of the original physical receipt in your possession.
- 12. Details or information printed on the receipt must only be of Roman Characters (Abc) in English language.
- 13. The Reward Points earned from respective receipts will be added to your account after a strict verification process. This will take a minimum of -working days.

- 14. The Reward Points are only awarded for purchases and/or payments made solely for selfconsumption. Bulk purchases made for but not restricted to business and/or social purposes are strictly ineligible.
- 15. The Eucerin® Platinum Members Club points redemption system may be subject to structural changes periodically as determined by Eucerin® Malaysia.
- 16. Eucerin® Malaysia reserves the right to reject any receipt submissions that are deemed suspicious due to volume, excessive amounts, receipt content or any other inconsistencies.
- 17. You are not allowed to manipulate and/or commit any fraudulent activities while collecting Reward points via Platinum Members Club program. Eucerin® Malaysia reserves the right to block or suspend user accounts indefinitely without prior notice if the user is found to commit certain offences and/or non-conformation to our Terms & Conditions.
- 18. When submitting a receipt, enter the amount paid after discount with the exception of Shopee coins where you may enter the full amount before discount.

#### ADDITIONAL REWARDS

#### **Referral Bonuses**

From time to time, Eucerin<sup>®</sup> Malaysia may introduce special bonuses or incentives for users to refer others to Platinum Club Program by using a personal referral code. Users shall not be eligible to earn these bonuses if they invite other users who share the same mobile device or if they create multiple accounts in an effort to earn referral bonuses for inviting themselves. Such actions violate these Terms of Use and shall be grounds for Eucerin<sup>®</sup> Malaysia to terminate a User's account and subsequent point collections, rescind any referral bonuses, reverse or correct user's Main points balances, or take other actions accordingly. Where a user cannot produce examples of how referrals have taken place, including screenshots of where referrals were made, Eucerin<sup>®</sup> Malaysia reserves the right to decline awarding Referral Bonuses, reject subsequent receipts uploaded with the backlisted referral code, rescind bonuses and point collections, or take other remedial actions.

### PERSONAL DATA AND PRIVACY NOTICE

Beiersdorf (Malaysia) Sdn. Bhd. realizes the importance of privacy. We treat and view your personal data seriously.

This Personal Data & Privacy Notice is issued to all our valued customers pursuant to the requirements of the Malaysia Personal Data Protection Act 2010.

#### COLLECTION OF PERSONAL DATA

In the course of your dealings with us, we will request that you provide data and information about yourself and/or your family ("Personal Data") to enable us to enter into transactions with you or to deliver the necessary services and/or products in connection with our business. Such Personal Data may include information concerning name as per your identity card, preferred name, identity card number, contact number, residential address and e-mail address.

### PURPOSE OF COLLECTION OF PERSONAL DATA

Collection of personal data is relevant in connection with our business process, execution, including delivery of services and/or products and client relationship management and to offer services that best suit customers. Personal Data you provide will be collected, used and otherwise processed by us for, amongst others, the following purposes:

- 1. the delivery of services or products and the marketing of such services or products whether present or future, to you;
- 2. member relationship management procedures;
- 3. those purposes specifically provided for in any particular service or product offered by us;
- conducting marketing and client profiling activities in connection with our services and related products;
- 5. our internal record keeping;
- meeting any legal or regulatory requirements relating to our provision of services and products and to make disclosure under the requirements of any applicable law, regulation, direction, court order, by- law, guideline, circular, code applicable to us or any member companies of our Group; and
- 7. enable us to send you information by e-mail, telecommunication means (telephone calls or text messages) or social media about products and services offered by selected third parties that we think may interest you; and
- 8. for the purpose of any contests or promotions organized by the Company;
- 9. For the organization of seminars, talks or events hosted by the Company and /or its partners.

#### EFFECT ARISING FROM FAILURE TO PROVIDE PERSONAL DATA

The failure to supply such Personal Data will: -

- 1. result in us being unable to provide you with the services and/or products requested.
- 2. result in us being unable to update you on our latest product and/or launches;
- 3. result in your inability to enter or participate in the contest, promotions or redemption activities organized by us.
- 4. result in us being unable to offer you the various events and activities organized by the Company

# DISCLOSURE

- Personal Data provided to us will generally be kept confidential but you hereby consent and authorize us to provide or disclose your Personal Data to the following categories of parties: -
- any person to whom we are compelled or required to do so under law or in response to a competent or government agency;
- 3. any related companies and subsidiaries of the Company, within and outside Malaysia, including those established in the future;
- our business partners and online affiliates that provide related services or products in connection with our business;
- 5. government agencies, statutory authorities and industry regulators;
- 6. our auditors, consultants, accountants, lawyers or other financial or professional advisers;
- 7. our sub-contractors or third-party services or product providers as may be determined to be necessary or appropriate.

#### SAFEGUARDS

We shall keep and process your data in a secure manner. We endeavor, where practicable, to implement the appropriate administrative and security safeguards and procedures in accordance with the applicable laws and regulations to prevent the unauthorized or unlawful processing of your Personal Data and the accidental loss or destruction of, or damage to, your Personal Data.

## DATA TRANSFER & SHARING

Where we consider it necessary or appropriate for the purposes of data storage or processing or providing any service or product on our behalf to you, we may transfer your Personal Data to another member of our Group companies or third party service or product providers within or outside the country in which we are established, under conditions of confidentiality and similar levels of security safeguards.

## YOUR RIGHTS OF ACCESS AND CORRECTION

You have the right to request access to and correction of information about you held by us and in this respect, you may:

- 1. check whether we hold or use your Personal Data and request access to such data;
- request that we correct any of your Personal Data that is inaccurate, incomplete or out-ofdate;
- request that we specify or explain its policies and procedures in relation to data and types of Personal Data handled by us.

## COMPLAINTS ABOUT BREACHES OF PRIVACY

If your enquiries or complaints were not properly addressed, please contact us at <u>eucerin-support@entropia.com</u>