# Panasonic Malaysia Technics 14 Days Free Return Acceptance of Terms & Conditions

- Participation in this money back guarantee is deemed acceptance of Panasonic Malaysia Sdn Bhd's (Company No. 197601000977 [26975-W]) ("Panasonic") Terms & Conditions, Terms of Use (<a href="https://club.panasonic.com/my\_en/terms-conditions">https://club.panasonic.com/my\_en/terms-conditions</a>), Privacy Policy (<a href="https://club.panasonic.com/my\_en/privacy-policy">https://club.panasonic.com/my\_en/pdpa</a>) shown on our website.
- 2. Visit (<a href="http://www.panasonic.com/my/events-and-promotions/events/technics-earbuds-headphones-14-day-free-return.html">http://www.panasonic.com/my/events-and-promotions/events/technics-earbuds-headphones-14-day-free-return.html</a>) and locate the Technics EAH-AZ60 / EAH-AZ40 / EAH-A800E 14 Days FREE Return campaign page.
- 3. To return the purchased Technics EAH-AZ60 / EAH-AZ40 / EAH-A800E, email the following to direct@my.panasonic.com:

### **Personal Details:**

- 1) Name
- 2) Mobile No
- 3) Bank Account No

#### **Proof of Purchase:**

- 1) Order No
- 2) Delivery Order Receipt
- 3) Product Photo
- 4. It is the sole responsibility of the purchaser to complete the requested details. Panasonic takes no responsibility for late or incorrect details.
- 5. Any cost associated with accessing the promotional website and cost of returning the product is the customer's responsibility. The customer is responsible for any postage costs when returning their Technics EAH-AZ60E, EAH-AZ40E or EAH-A800E true wireless earbuds and headphones.
- 6. Refund is only claimable if Panasonic receives the product within 14 days from the purchase date and if, in the opinion of Panasonic, has been used in the recommended manner. The product returned must include all original packaging and accessories in good working order.

The product must be shipped to: Attn: Rafdah Mohamad Sharif, Technics 14-day, Panasonic Malaysia Sdn Bhd (Pusat Logistik), Lot P.T 324, Lion Industrial Park, Jalan SU 8, Phase II, Seksyen 22, Off Persiaran Tengku Ampuan, 40300 Shah Alam, Selangor.

We highly recommend using tracked courier/postage as we will not be responsible for any products lost and/or damaged in the post. We cannot accept any drop offs as most of our staff are working offsite.

- 7. This offer is in addition to and does not replace your statutory rights and protections.
- 8. No responsibility will be accepted for late, lost or misdirected mail/parcels.

## **Satisfaction Guarantee Refund Fulfilment**

9. If your redemption meets all of the Terms & Conditions and/or your Bank Account Details are correct you should receive the refund within 4 weeks. If you have not received it within this time please email to <a href="mailto:direct@panasonic.com.my">direct@panasonic.com.my</a> with your details. Refund does not include postage costs for the return of the product.

## **Eligibility**

10. This Promotion is open to all Malaysian residents. Employees and directors of Panasonic and/or its related companies or any agencies involved in this Promotion, and the immediate families of each of those persons are eligible to participate in this Promotion provided they purchase the "Promotional Offer" through Panasonic Malaysia Online Store. 14 Days FREE Return is only eligible if purchased during campaign period from 22 August to 31 December 2022.

#### **Personal Info**

11. Panasonic collects personal information to promote Panasonic products and also to deliver promotional gifts and prizes to participants. All entries received become the property of Panasonic. Please refer to the Privacy Policy (<a href="https://club.panasonic.com/my\_en/privacy-policy">https://club.panasonic.com/my\_en/privacy-policy</a>) for more information.

## Liability

12. Except for any liability that cannot be excluded by law, Panasonic Malaysia Sdn Bhd (including its employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under Panasonic's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize redemption that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Panasonic) due to any reason beyond the reasonable control of Panasonic; (d) any variation in gift value to that stated in these Terms and Conditions; or (e) use of a gift.

#### Alter/Conclude

13. Panasonic Malaysia Sdn Bhd reserves the right to extend, alter or conclude this Promotion at any time should circumstances dictate. If any participant is found to be abusing this promotion, Panasonic Malaysia Sdn Bhd has the right to terminate their redemption rights immediately. Should any disputes arise, the decision of Panasonic Malaysia Sdn Bhd is final.

#### Communication

14. For any queries or concerns please contact Panasonic Malaysia Online Store Hotline on direct@my.panasonic.com or 017-232 6642.

#### **GENERAL TERMS AND CONDITIONS:**

- 1. This Contest is open to all Malaysian citizens or permanent legal residents of Malaysia aged 18 years and above at the time of entry. Employees of Panasonic Malaysia Sdn Bhd and related companies, including their families (immediate and distant), friends, organizers, suppliers, agencies, participating dealers, and service providers are strictly prohibited from participating in this Contest.
- 2. The Contest Organizer reserves the right to exercise its discretion to accept, disqualify, reject, modify, suspend or cancel any Entry application/participation, where and when deemed necessary, in respect to any violation or potential violation of any Terms and Conditions stipulated herewith.
- 3. The Contest Organizer shall disqualify any Entry application/participation, whereby in its opinion and discretion, a participant is connected or linked to any business dealings with Panasonic Malaysia or has deliberately or negligently submitted a content deemed obscene, defamatory, indecent, politically provocative or generally offensive in nature. Any Entry application/participation submitted containing fraudulent information using false identity or other particulars with the intention to deceive or misrepresent PANASONIC corporate image and/or matters associated therewith shall be disqualified accordingly.

- 4. The Contest Organizer shall delete and remove any Entry application/participation submission found to be tampering, disrupting or infecting the network content service system of the Contest with malicious software thereby affecting the overall registration process of the same.
- 5. Where appropriate in view of given circumstances, relevant criminal liability and/or civil action may be contemplated by Panasonic and/or the Contest Organizer against any person responsible in contravention of Clauses 2 and 3 above upon being advised and accordingly.
- 6. The Contest Organizer may enforce, exempt, amend, remove or determine any Terms and Conditions of the Contest, at any time without prior notice, whereby the Contest Organizer may at its absolute discretion to cancel, postpone, suspend, modify or terminate the Contest at any time without reason or prior notice.
- 7. Categories of prizes, benefits and/or entitlements awarded to Winners are not exchangeable for cash or any other goods and are non-transferable. The Contest Organizer reserves the right to vary or substitute the Prizes without any prior notice.
- 8. Winning entries submitted by applicants representing a single family (immediate family) shall not be entitled to more than one (1) prize awarded in any one or all categories of the Contest. Immediate family is defined to include father, mother, wife, husband, son, brother, sister and daughter.
- 9. In the event of any dispute arising from the Contest including but not limited to claiming of prizes, related benefits and/or entitlements, proper documentary proof is required such as email account details, online media social networks and/or mobile application or notification of the same. Decision made by the Contest Organizer therewith shall be final and binding onto the parties of the dispute.
- 10. All personal data information obtained or caused to be obtained throughout the Contest shall be within the responsibility of the Contest Organiser including but not limited in acquiring, processing, retaining and/or disseminating in compliance with the Personal Data Protection Act 2010 and relevant regulations thereof. Panasonic Malaysia, its affiliates, appointed representatives or agents shall not in any whatsoever way be held or deemed responsible to any claims, demand or liability resulted or attributed to any action or omission compromising the safety and integrity of such personal data. Detailed information on privacy notice available https://www.panasonic.com/my/pdpa.html, and related enquiries on data protection matters can be directed to ccc@my.panasonic.com.
- 11. Upon providing information for the application and registration of the Contest, participants unconditionally and irrevocably undertake to represent that such information supplied shall not in whatsoever way infringe any third party's legal rights. In the likely event of any monetary claim or legal proceeding is initiated against the Contest Organizer and/or Panasonic Malaysia pursuant to the use of such information, the participant whom supplied the said information shall be made liable to indemnify the parties thereof for any loss, damage or other liability arising therewith.
- 12. The Contest is in no way deemed sponsored, promoted, endorsed and/or managed by unauthorised individual or corporate entities associated in any illegal, restricted or improper business practise.
- 13. Any subsisting Intellectual Property rights either whole or part in any compilation, collective work, or other derivative work created relation to the Contest shall be owned and/or authorized, licensed or assigned by Panasonic group of companies by law and/or common law.
- 14. For any whatsoever reason, where any part of the Contest is not capable of being executed as planned by reason of, but not limited to, the infection by computer virus, bugs, tampering, unauthorized interception, fraud, negligence, technical failures or any other causes beyond the control of the Contest Organizer and/or Panasonic Malaysia insofar having corrupted or affected the activity, administration, security, fairness, integrity, or proper conduct of the Contest, the Contest Organizer

- and/or Panasonic Malaysia reserves the right to exercise its absolute discretion to disqualify any entry and/or cancel, terminate, modify or suspend the Contest.
- 15. All matters undertaken in relation to the Contest made in accordance to this General Terms and Conditions pursuant to reasonable judgement and discretion shall not be conclusive grounds to hold the Contest Organizer and/or Panasonic Malaysia responsible and liable to any personal injury, property damage or financial loss sustained, afflicted and/or incurred thereof.
- 16. The Contest Organizer shall hold harmless, defend and keep indemnified Panasonic Malaysia and/or its representatives from and against all claims, proceedings, demands, damages and/or costs in consequence of any matter, accident including death or injury sustained by third parties arising from deliberated, neglected, defaulted actions or omissions caused or attributed by the Contest Organiser, its employees, contractors, appointed agents or any other person and/or entity engaged.
- 17. Any claims, judgments and/or awards shall be limited to actual out-of-pocket costs associated with entering this contest. Participant shall agree to waive any rights or claims to attorney's fees, indirect, special, punitive, incidental or consequential damages of entrant, whether foreseeable or not and whether based on negligence or otherwise.