TERMS & CONDITIONS

Please read these Terms and Conditions carefully before you enter this Contest. By entering, you are deemed to have accepted these Terms and Conditions and that you agree to abide by them. If you do not agree to these terms and conditions, please refrain from participating in this Contest. The Organiser reserves the right to amend the Terms and Conditions at any time without prior notice.

<u>ELIGIBILITY</u>

This Contest is open to all non-muslim Malaysian citizens residing in Malaysia age 21 and above (as at 17th October 2016), with a valid Malaysian National Registration Identity Card. In the event that a Participant is younger than 21 years of age at the date of participation, the Participant is required to obtain written consent from his/her parent/guardian before joining this Contest and upon request by the Organiser will be required to present the same. Employees, shareholders, officers, directors, agents, distributors and representatives of the Organiser and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and advertising agencies, together with the immediate family members (regardless of where they live) and those living in the same household of such persons (whether or not related), are not eligible to participate in the Contest.

The Organiser reserves the right to disqualify any Participant who does not comply with any of the Terms and Conditions of this Contest or if the Organiser is of the view that the Participant fails to meet any of the Organiser's participation criteria.

CONTEST MECHANICS (HOW TO JOIN)

In order to participate in this Contest and be in the running to win, all Participants must:

- 1. Strike and snap a photo of your best pose with FIFTYSIX DEGREES. Make sure to include the FIFTYSIX DEGREES whisky logo.
- 2. Upload the photo onto Instagram with your most creative caption. (Please ensure that your profile is set to public)
- 3. Don't forget to tag @fiftysixdegrees and hashtag #5FOR56 in your caption for us to find you!
- 4. Share and get as many friends to like your photo on Instagram or go to <u>www.fiftysixdegrees.com/5for56</u> to vote for it.
- 5. 3 finalists will compete in a Challenge to win a Grand Prize.
 - 19 November 2016- Tickle Your Tastebuds
 - 11 December 2016 Take the Sky
 - 17 January 2017 Adrenalin Pump
 - 11 February 2017 Raise Your Pulse
 - 16 March 2017 Tame the Beast
- 6. Finalists will be declared on the 10th of each month.

CHALLENGE INFORMATION

This #5For56 ("Contest") is organised by 56 Degrees Marketing Sdn Bhd (Co. No. 1118378-P) ("Organiser"). Participants who are declared finalists MUST make themselves available for the day of the challenge between 8am-10pm, if not will face disqualification. The Participant acknowledges that his/her participation in the Contest shall be at his/her own risks.

The Organiser, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable and/or responsible to any Participant in respect of:any loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Participant during the Contest or arising out of or in connection with the Contest, the participation by the Participant in the Contest and/or the Prizes awarded.

The Contest will be divided into 5 heats.

1. Heat 1 - Tickle Your Tastebuds

Contest begins on 15th October 2016, 12:00am and ends on 10th November 2016, 11:59pm ("Heat 1 Contest Period").

Winner selection for Heat 1 will begin on 5th November 2016. Finalists from Heat 1 will be declared on the 10th November 2016. Tickle Your Tastebuds Challenge will take place on 19th November 2016.

2. Heat 2 - Take The Sky

Contest begins on 10th November 2016, 12:00am and ends on 10th December 2016, 11:59pm ("Heat 2 Contest Period").

Winner selection for Heat 2 will begin on 5th December 2016. Finalists from Heat 2 will be declared on the 10th December 2016. Take The Sky Challenge will take place on 11th December 2016.

3. Heat 3 - Adrenaline Pump

Contest begins on 10th December 2016, 12:00am and ends on 10th January 2017, 11:59pm ("Heat 3 Contest Period").

Winner selection for Heat 3 will begin on 5th January 2017. Finalists from Heat 3 will be declared on the 10th January 2017. Adrenaline Pump Challenge will take place on 17th January 2017.

4. Heat 4 - Raise Your Pulse

Contest begins on 10th January 2017, 12:00am and ends on 5th February 2017, 11:59pm ("Heat 4 Contest Period"). Winner selection for Heat 4 will begin on 1st February 2017. Finalists from Heat 4 will be declared on the 10th February 2017. Raise Your Pulse Challenge will take place on 11th February 2017.

5. Heat 5 - Tame The Beast

Contest begins on 5th February 2017, 12:00am and ends on 10th March 2017, 11:59pm

("Heat 5 Contest Period"). Winner selection for Heat 5 will begin on 5th March 2017. Finalists from Heat 5 will be declared on the 10th March 2017. Tame The Beast Challenge will take place on 16th March 2017.

Entries received outside of the Contest Period will be disqualified.

The Organiser reserves the right to vary, extend, suspend or terminate the Contest at its sole discretion or if it does not receive sufficient numbers of eligible entries or if the Contest is not capable of being continued for whatever reasons. Such termination or suspension shall not give rise to any claim by the Participant. In the event of any inconsistency or conflict, the English version of the Terms and Conditions of the Contest shall prevail.

PRIZE & REDEMPTION

A total of 3 Participants will be shortlisted each month and are required to experience a FIFTYSIX DEGREES Challenge. 1 winner, from each Challenge, will win an all expense paid adventure of a lifetime to Europe, VVIP invitations to exclusive events and a case of whisky, in addition to becoming a FIFTYSIX DEGREES Brand Ambassador. The Participant must have all travel documents prepared and valid prior to entering the Search.

Adventure 1: Uncover the secrets of Italian cuisine while travelling from Rome to Venice Italians are the masters of creating simple dishes that sing with flavour. Regional, seasonal and as fresh as possible, Italy's cuisine is hearty, satisfying and made with heart. Inspired by the kitchens of the nonna, Italy's food is authentic and surprising – pizza and pasta are only the tip of the iceberg when it comes to the diverse array of unforgettable food you'll find on this adventure that travels

from Rome to Venice via San Gimignano and Bologna.

Adventure 2: Witness a rocket launch in Kazakhstan and travel through the Silk Road portals of Sayram and Shymkent.

Where can you explore space without ever leaving earth? In Kazakhstan, of course! In the middle of nowhere on the dusty Kazakh steppe is the settlement of Baikonur, the seat of the Soviet – now Russian – space program and the site where, if all goes to plan, we'll witness a live rocket launch. Beginning in cosmopolitan Almaty, join us on this one-off expedition through Kazakhstan, from the shrunken Aral Sea to the ancient city of Turkistan and the Silk Road portals of Sayram and Shymkent. Ready for a rare, fascinating adventure through one of the least-explored corners of the earth? 3, 2, 1, liftoff.

Adventure 3: Travel across continents and time zones on the Trans-Siberian railway.

Start in busy Beijing before heading to the untamed wilderness of Mongolia to meet its historically nomadic people. Leave Asia behind as we cross into Siberia for some traditional hospitality and stunning natural landscapes in Lake Baikal and then into Russia to arrive in majestic Moscow. This trip will open your eyes to the history, scenery and unique cultures that make up this fascinating region, so climb aboard for the ultimate Trans-Siberian experience.

Adventure 4: Search for Vikings by sailing and exploring Scotland by sea.

Ullapool - Ullapool - St Kilda and the outer Hebrides

St Kilda is an island group situated outside the protective circle of Outer Hebrides. The whole of the Atlantic ends on these islands. Which makes them so unique and one of those places you just have to visit! St Kilda was once inhabited by a population of 75 to 80 people. They maintained the island, kept small sheep and some cattle to live from, but mainly kept busy searching for Puffineggs. In 1930 the population had shrunk to 36 people and so the complete community left the island as food was scares and boat connection unreliable. Now you can only visit the islands by boat. On the islands there are still some of the Soay sheep left. But mainly the islands is inhabited by Puffins, Northern Gannets, Leach Petrels and many more birds.

Adventure 5: Horse ride, whale-watch and snorkel your way through Icelend's most breathtaking regions.

Hike the glaciers, ride the mountains, raft the rivers, dodge the geysers and relax in the hot springs. The long daylight hours of Iceland's short but glorious summer mean you can pack in a huge amount into a trip to this incredible untamed country.

The Contest will run for 5 months. Each selected Winner is only entitled to one (1) prize throughout the Contest period.

In the event of a tie, the prize will be awarded to the Participant whose submission is most creative.

All judges' decisions are final and no correspondence, appeal or questions will be entertained.

The Participant is required to produce Proof of Identity during or prior to prize redemption for verification. The only forms of Proof of Identity accepted by the Organiser are as follows: valid Malaysian National Registration Identity card/Passport/Driver's licence. A failure to provide any Proof of Identity entitles the Organiser to disqualify Participant/Winner.

The Organiser will contact the Winner via the contact details or email address supplied during the entry submission process. Participants are encouraged to keep their contact numbers active, and to constantly check their email accounts.

In the event that a Participant is not contactable after three (3) attempts for three (3) consecutive days, or if contacted, chooses not to accept the prize, the Organiser reserves the right to disqualify the Participant's eligibility and forfeit the prize, or the next qualified Participant may be selected according to the discretion of the Organiser.

All Winners must claim their prizes within three (3) days after being notified by the Organiser. Should the Winner fail to claim their prize or nominate a representative within the time allocated, the Organiser reserves the right to forfeit the prizes or award the prize to other Participants/Winners.

Winners who require a representative to claim their prize(s) on their behalf must ensure that the representative provides a letters of consent signed by the Winner, a copy of the Winner's Proof of Identity, and the representative's Proof of Identity.

The Organiser does not guarantee the availability of the prize and the Organiser has the sole and absolute discretion to replace and/or substitute such prize(s) with any other prize of similar value as determined by the Organiser, its agents or sponsors.

All Prizes are awarded by the Organiser and/or sponsors on an "as is" basis and are accepted by the Participant without warranty or guarantee of any kind, whether express or implied. Where requested by the Organiser, the Participant shall execute a deed of release and indemnity in a form prescribed by the Organiser.

RIGHTS OF THE ORGANISER

The Participant agrees that all materials submitted by the Participant for this Contest belongs to the Organiser. Where applicable, the copyright and all intellectual property rights (including moral rights) subsisting in all materials including but not limited to digital or non-digital materials (e.g.: videos and images) shall, upon submission, belong to the Organiser.

The Organiser reserves the right to publish and use the names, photographs, images, audio recordings and/or videos submitted by the Participant/Winner or of the Participant/Winners for advertising, marketing, publicity and/or any other purpose, without any prior notice or compensation to the Participant/Winners. Winners shall not be entitled to claim ownership or other forms of compensation on the materials.

In consideration of the Organiser offering to the Participant the opportunity to participate in the Contest, the Participant hereby unconditionally and irrevocably agrees and consents to the following:

The Organiser is permitted to the use of the Participant's name, image, voice and/or likeness for editorial, advertising, promotional, marketing and/or other purposes without further notice or compensation.

Where required by the Organiser, the Participant shall voluntarily make himself/herself available for the production, recording and publicity of the Contest for such duration as may be notified by the Organiser (including but not limited to recorded or non-recorded interviews, taking of still photos, audio and/or visual recording for promotions and publicity use (collectively "Recording"). All cost for the attendance and participation of the Participant shall be borne solely by the Participant and the Organiser shall not be liable to reimburse any cost, expense, salary or compensation to the Participant.

The Organiser shall have and the absolute right and discretion to advertise and/or air and/or print the Recording and/or use the slogan, names or nicknames on any of its programmes/channels or in any media whatsoever, in whole or in part, at the Organiser's discretion. All copyrights subsisting in the Recording shall belong to the Organiser absolutely.

The Organiser reserves the right, at its sole and absolute discretion, to use and exploit the Intellectual Property via any means or media and in any manner and anytime that it deems fit without first

obtaining any consent nor making any payment whatsoever to the Participant and/or the Contest winner(s) and/or representatives.

The Organiser reserves the right, at its sole discretion, to disqualify any Participant who tampers with the Contest mechanics, systems, software or any other processes connected with this Contest.

The Organiser reserves the right, at its sole discretion, to remove and/or disqualify any Participant and/or entries found (in the Organiser's discretion) to be indecent or unsuitable for public consumption, or found or suspected of cheating/hacking/tampering with the Contest submission process, the operation of this Contest or to be in violation of any Terms and Conditions of the Contest. The Organiser reserves the right to pursue legal action against any individual whom it believes to have been involved in fraudulent activities or other activities harmful to the Contest, the Organiser or the Contest submission process.

ADDITIONAL TERMS AND CONDITIONS

By participating in this Contest, the Participant is deemed to have read, understood, agreed and unconditionally accepted the Terms and Conditions and the Privacy Notice stated below.

Participants may submit multiple entries during the Contest Period. However, each Participant (if selected as a winner) shall only be entitled to one (1) Prize for this Contest.

The Participant warrants, undertakes and agrees that entries submitted (including any photographs, drawings, pictures, slogans, any materials or other creative works, including voice or video recordings)shall be his/her original work and shall not infringe any right of any third party and/or violate any copyrights, patents, trade names, proprietary, personal, privacy or moral right(s) of any third party.

The Participant warrants, undertakes and agrees that he/she hereby waives or has obtained a waiver of all rights (including moral rights) from all persons who have contributed to the production of the Entries and the underlying works (collectively "Contributors") to which the Contributor and/or the Participant is, now or may in the future, be entitled in any part of the world.

The Participant warrants, undertakes and agrees that entries submitted by the participant shall not contain elements of nudity, pornographic images or sexual themes, graphic violence, defamatory or libellous statements or material considered illegal/offensive or may contravene the laws of Malaysia or materials likely to tarnish the image of the Organiser or bring the Organiser's reputation into disrepute. Any contravention of this clause shall grant the Organiser the absolute discretion to disqualify and reject and/or remove any entry or posting immediately without prior notice.

The Participant warrants, undertakes and agrees that the Organiser shall have the sole right to use or exploit the Participant's Entry or any part thereof in any and all form of media by any and all manner or means throughout the world for the full period of copyright including all renewals together with the right to authorize others so to do without having to pay any remuneration or royalties to the Participant. For the avoidance of doubt, the Organiser is under no obligation to use, exploit the or any part thereof.

The Participant warrants, undertakes and agrees that he/she shall not use the Entries or any part thereof for purposes other than stipulated in the Terms and Conditions. In the event that the Entries or any part thereof is published or distributed or dealt with in any manner whatsoever without prior consent from the Organiser, the Organiser shall at its absolute discretion be entitled to disqualify the Participant and/or revoke any Prize won and shall bear no liability whatsoever in respect of the same.

All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Contest and/or Programme and/or any product based on and/or derived from the Contest and/or Programme.

The Organiser reserves the right to at any time, change, amend, delete or add to the Terms and Conditions and other rules and regulations including the mechanism of the Contest at its absolute discretion.

Where the Mode of entry is via short messaging service ("SMS") or multimedia messaging service ("MMS"), each Contest Entry sent by the Participant will be subject to premium charges as stipulated (if any) which is in addition to the standard fee charged by the Participant's telecommunications service provider.

Submissions of Entries do not guarantee participation in the Contest. The Organiser has the absolute discretion to reject or refuse submission of Entries and participation by the Participants for reasons, including (without limitation) where the Entries are not complete or any provisions in the Terms and Conditions are not complied with.

The Organiser reserves the right to disqualify and/or exclude Participants and/or revoke the Prize (at any stage of the Contest) if -

the Participant is ineligible or does not meet any of the eligibility criteria set out in the Terms and Conditions; or

the Participant breaches the Terms and Conditions or other rules and regulations of the Contest or violated any applicable laws or regulations; or

in the Organiser's sole determination, it believes that the Participant has attempted to undermine the operation of the Contest by fraud, cheating or deception; or

The Participant had created and/or entered multiple times or voted for their own entry with a fake Instagram account.

In the event of a disqualification after the Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its equivalent value from the disqualified Participant.

Whilst the Organiser will endeavour to conduct necessary verifications on the eligibility of participants, failure to disqualify any in-eligible participants shall not be deemed a breach by the Organiser.

The Participant shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Contest Period.

The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.

LIABILITY & RESPONSIBILITY

Unless stipulated otherwise, all transportation cost, internet charges, personal costs and/or any other costs, fees and/or any kind of expenses incurred by the Participants in connection with this Contest (whether for the purpose of joining, participating in or receiving any benefit or prizes from the Contest) or for the purpose of prize redemption or related travelling are the sole responsibility of the Winner, and the Organiser, its affiliates, authorised agents or participating agencies accepts no responsibility whatsoever for these costs/charges/fees/expenses.

The Organiser, its affiliates, authorised third parties and participating agencies accepts no responsibility for entries lost, damaged, delayed in the post, or due to computer, IT or any technological error. The Participant is responsible for ensuring that his or her entry complies with all the rules and terms and conditions of the Contest, and that his or her entry reaches the Organiser in the form required by the Organiser.

By entering this Contest, all participants agree to release, discharge, and hold harmless the Organiser, its affiliates and agencies, and their employees, officers, directors and representatives from any claims, losses or damages arising out of or in connection with their participation in this Contest (including but not limited to, any error in computing any transaction, any breakdown or malfunction in any computer system or equipment), any Contest-related activities and the acceptance and/or use, misuse, or possession of any prize awarded hereunder.

All costs incurred by the Participant in relation to and/or with respect to the Contest and Prize including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Participant as a result of and/or pursuant to his/her participation in the Contest, collection and additional costs related to the prize i.e. insurance cost, vehicle registration fee, road-tax, etc. shall be solely borne by the Participant. The Organiser shall not be under any obligation to reimburse the Participant for any of such costs and expenses incurred thereof.

The Participant acknowledges that his/her participation in the Contest shall be at his/her own risks.

The Organiser, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable and/or responsible to any Participant in respect of:

any failure to win a Prize in the Contest, defective Prizes due to his/her negligence, act and/or omission or misuse of Prizes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Participant during the Contest or arising out of or in connection with the Contest, the participation by the Participant in the Contest and/or the Prizes awarded.

any delay and/or failure in receiving and sending a Contest Entry as a result of any network, communication, ISP or system error, interruption and/or failure experienced by the Organiser or the Participant's telecommunication service provider and/or resulting from participation or the downloading of any materials in the Contest.

any error (including error in notification of Contest winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside the Organiser's control.

The Organiser, its agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Contest and this Terms and Conditions, rules and regulations in respect of the Contest where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

DISCLAIMER

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook/Instagram. The Participant warrants, undertakes and agrees that the Entry submitted by the Participant complies with all Instagram terms and conditions and the Participant is responsible for viewing and abiding by the terms of use and privacy policy posted on Facebook.

GOVERNING LAW AND JURISDICTION

This Contest and the Terms and Conditions shall be governed by the laws of Malaysia, and each Participant agrees to submit any claim, dispute or controversy to the exclusive jurisdiction of the courts of Malaysia.

PRIVACY NOTICE & CONSENT

Your personal data, including without limitation the personal data obtained from you directly when you provide us with personal information, e.g. when you register for our contests and/or roadshows, buy a product or service from us, sign up to receive information, use our applications, fill out a survey, or make a comment or enquiry, and/or any further updates provided to us by you in relation to your personal information ("Personal Data"), will be processed for the purpose of your participation in our contest and/or roadshow and/or events, to provide you with products or services that you request from us, to provide you with advance notice of our future events, to respond to your inquiries, to provide you information about our products, services and/or new releases which may be of interest to you, to invite you and your subscription to our newsletters, and/or for auditing purposes in cases where there has been a dispute (collectively, "Purpose").

We also wish to inform you that your Personal Data may be disclosed to third parties, such as to our headquarters, regional offices, subsidiaries, affiliates and/or members within the Unilever group of

companies, and/or our service providers, which may be located outside Malaysia, for reasons relating to the Purpose.

If you wish to access, correct, limit or update your Personal Data, or to make any inquiries or complaints about the processing of such information, please contact : Data Privacy Officer, 56 Degrees Marketing Sdn Bhd, No.1 Jalan Sg Terap 32/182, Bukit Rimau Industrial Park, Seksyen 32, 40460 Shah Alam, Selangor. Tel: 03-55258656

Kindly note that it will be necessary for us to process your Personal Data, without which we will not be able to carry out the Purpose. For more details on how we process your Personal Data, do visit our Privacy Policy at:

http://www.fiftysixdegrees.com/images/PrivacyPolicy.pdf

I am above 21 years and I have read and understood the terms of this Privacy Notice and consent to the processing of my Personal Data as described above.