

## **Great Generation Care Member-Get-Member Programme**

### **Terms and Conditions**

1. The Great Generation Care Member-Get-Member Programme ("Programme") is organised by Great Eastern Life Assurance (Malaysia) Berhad 198201013982 (93745-A) ("Organiser").

### **Programme Period**

2. This Programme runs from 23 July 2020 to 31 August 2020 both dates inclusive ("Programme Period").

## **Eligibility**

- 3. This Programme is open to all existing Malaysian citizens and Permanent Residents of Malaysia that are customers of the Organiser who successfully introduce or refer contacts to apply for the Great Generation Care insurance plan during the Programme Period based on the Programme Mechanics as set out herein ("Eligible Customers").
- 4. Each Eligible Customer who participates in the Programme and introduces another person to apply for Great Generation Care insurance plan shall also be referred to as "Referrer" and the person he introduces shall be referred to as "Referee".
- 5. If a Referee whose application has been successfully approved also introduces another person to apply for the Great Generation Care insurance plan, the Referee will also be considered a Referrer. The application for the Great Generation Care insurance plan will only be considered as successful upon issuance of the policy to the Referee and the policy is not terminated during the free-look period, terminated with refund of premium, surrendered or lapsed for any reason whatsoever, either voluntarily or involuntarily.

# **Programme Mechanics**

- 6. Subject to these Terms and Conditions, Referrer who has successfully referred a Referee to the Great Generation Care insurance plan will be entitled to receive ONE (1) e-voucher worth RM30 ("Gift"). Upon successful application for the Great Generation Care insurance plan through a Referrer's unique referral link, the Referee will also be entitled to receive the Gift subject to these Terms and Conditions.
- 7. Each eligible Referrer is only entitled to receive a maximum of one (1) Gift for each successfully referred Referee subject to availability on a first come, first served basis. For the avoidance of doubt, once the Organiser has given out all available units of the Gift, Referrers with subsequent successful referrals will not be entitled to a Gift or any other item, whether of equivalent value or not.



8. An eligible Referee is only entitled to receive a maximum of one (1) Gift following a successful application for the Great Generation Care insurance plan through the Referrer's unique referral link subject to availability on a first come, first served basis. For the avoidance of doubt, once the Organiser has given out all available units of the Gift, the Referee will not be entitled to a Gift or any other item, whether of equivalent value or not, notwithstanding his successful application.

#### 9. Referrer

- a) Referrers can refer Referees by following the steps on www.greateasternlife.com/my/en/personal-insurance/our-promotions/mgm.html which can be found on the Organiser's official website or from link(s) in the electronic direct mailer (eDM) from the Organiser.
- b) Referrers must then introduce the Referees to the Great Generation Care insurance plan by generating and sharing the Referrer's unique referral link with their personal information. It remains the Referrer's sole responsibility to ensure that their information (including but not limited to their name as in NRIC, NRIC number, email address, contact number, postcode) used to create their unique referral link is captured and the same as registered in the Organiser's records. Failure to do so may result in the referral being invalid and no Gift will be rewarded.
- c) A Referrer will be tagged to his Referee and both the Referrer and his Referee will be rewarded with a Gift each only if his Referee makes a successful application for the Great Generation Care insurance plan through the Referrer's unique referral link. Any other application channels will not be valid for the purpose of this Programme.
- d) Upon successful application by the Referee, both the Referrer and his Referee will be rewarded with the Gift subject to availability on a first come, first served basis and subject to these Terms and Conditions.
- e) The Organiser reserves the right to disqualify a Referrer from participating in the Programme and/or from receiving the Gift if any of the information provided by the Referrer or the Referee is inaccurate or incorrect.

### 10. Referee:

a) Referees must submit their applications for the Great Generation Care insurance plan through the Referrer's unique referral link. This unique referral link is essential for the Organiser to identify a Referee to a Referrer. As such, any other application channels will not be valid for the purpose of this Programme.



- b) The Referee's application must be successfully approved on or before the end of the Programme Period. Upon successful application during the Programme Period, both the Referrer and his Referee will each be entitled to a Gift on a first come, first served basis and subject to availability and to these Terms and Conditions.
- c) It remains the Referee's responsibility to ensure that their information submitted and captured through the Referrer's unique referral link is correct. Failure to do so may result in the referral being invalid and no Gift will be rewarded to the Referrer and the Referee.
- d) The Referee must not have applied for the Great Generation Care insurance plan on any occasion prior to the Programme Period, regardless of whether such application was successful or not.
- 11. For every successfully approved Great Generation Care insurance plan referred through this Programme:
  - a) The Referrer and his Referee will receive one (1) Gift each for each successfully referred application for Great Generation Care subject to availability on a first come, first served basis while stocks last.
  - b) For the avoidance of doubt, the only insurance product eligible for the purpose of this Programme is the Organiser's Great Generation Care insurance plan. In this relation, the Referrer will be tagged to the Referee only if the Referee applies for the Great Generation Care insurance plan using the Referrer's unique referral link.
  - c) The Gift is non-exchangeable for cash, credit or kind, whether in part or in full.
  - d) Subject to these Terms and Conditions, a Referrer who qualifies for the Gift will receive an email from the Organiser or the Organiser's authorised representatives on how to redeem the Gift within twelve (12) weeks from the date the Referee's application has been deemed successfully approved by the Organiser, provided always that the Referee's Great Generation Care insurance policy is not cancelled, suspended or terminated for any reason whatsoever.
  - e) Both Referrer and his Referee who qualify for the Gift will be required to download the UPGREAT Malaysia mobile application and register himself as a user in order to redeem the Gift. Detailed instructions on the Gift redemption will be communicated in the email referred to in the above paragraph 11(d).
  - f) The Gift will be processed based on the information provided by the Referrer and the Referee for the purpose of this Programme. It remains the responsibility of the Referrer



and the Referee to ensure that all their information provided to the Organiser at the point of submission is correct.

- g) If more than one Referrer refers the same Referee, the Organiser will determine the successful Referrer based on the earliest date of application received by the Organiser.
- h) The Organiser reserves the right to revoke or cancel all or any of the Gift if any of the Referrer's existing policies with the Organiser is cancelled, suspended or terminated for any reason whatsoever.
- The Organiser shall be entitled at its sole and absolute discretion to substitute all or any
  of the Gift with items of equivalent value without any prior notice or reasons to the eligible
  Referrers.
- j) The Organiser assumes no responsibility or liability for any damage, loss, or injury resulting from the acceptance or use of any Gift.
- k) The Referrers are responsible for any and all taxes payable as a result of a Gift being awarded (if applicable).

### **General Terms and Conditions**

- 12. All decisions made by the Organiser in relation to this Programme including but not limited to the selection of Eligible Customers and/or their Referees and forfeiture of the Gift (if any) shall be final, conclusive and binding. No correspondences or appeals will be entertained. The selection of the Eligible Customers and/or their Referees shall be in accordance with the Programme Mechanics and determined at the Organiser's sole and absolute discretion. The Organiser reserves the sole and absolute discretion to reject the Referee's application for the Great Generation Care insurance product without having to assign any reasons whatsoever. Thereafter, the Eligible Customer's referral would not be deemed successful and no correspondences or appeals from the Eligible Customer and/or this Referee will be entertained.
- 13. The Organiser reserves the right at its sole and absolute discretion to substitute the Gift with items of equivalent value at any time without prior notice. The Gift is not transferable, non-refundable and non-exchangeable for cash and will only be presented to Eligible Customers and their Referees who are able to satisfy the Organiser's Gift redemption requirements as set out herein.
- 14. The Organiser will not be held liable in the event of non-receipt or delayed delivery of any form of notification to the Eligible Customers and/or their Referees. All costs incidental to the



Eligible Customers and/or their Referees' participation in the Programme and redemption and/or usage of the Gift shall be solely borne by the Eligible Customers and/or their Referees.

- 15. The Organiser reserves the right at its sole and absolute discretion, to disqualify any Eligible Customers and/or their Referees who is/are in breach of any of these Terms and Conditions. The decision for disqualification is final and the disqualified Eligible Customers and/or Referees will accordingly have no recourse and/or remedy and/or relief against the Organiser in respect of the said disqualification and/or in respect of any matters relating to and/or arising from this Programme, including the withdrawal of the Gift. In such circumstances, the Organiser reserves the right to deal with the Gift at its sole and absolute discretion.
- 16. The Organiser reserves the right at its sole and absolute discretion, to disqualify Eligible Customers and/or their Referees that are found or suspected of tampering with the Programme Mechanics or the operation of this Programme. Any false information provided within the context of the Programme by the Eligible Customers and/or their Referees concerning identity, mailing address, telephone number or email address shall result in the immediate elimination of the participant from the Programme.
- 17. Any attempt by any person to damage the website or undermine the legitimate operation of the Programme may be a violation of criminal and civil law, and should such attempt be made, the Organiser reserves the right to seek damages and any other remedies from such person to the fullest extent permitted by law.
- 18. If the Programme is not capable of being administered for any reason, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, any technical failure, communication network failure, hardware and/or software failure, transmission failure, internet line failure and/or otherwise, the Organiser shall not be held liable for the same and the Organiser may, with or without notice, do as it deems fit including but not limited to cancelling and/or suspending this Programme.
- 19. The Organiser, its affiliates, subsidiaries, promoters, agents, participating merchant and its staff shall not be held liable in any way for the following: a) any additional expenses incurred by the Eligible Customers and/or their Referees for taking part in the Programme; b) any sort of technical failure; c) intervention by unauthorised parties during the Programme; d) electronic or human errors in the administration of the Programme and processing of applications; e) any data entry that is lost, stolen, damaged, wrongly delivered or not received which is not due to the negligence or willful default of the Organiser.
- 20. The Eligible Customers and/or their Referees unconditionally agree to assume full liability and responsibility to the extent permitted by law in the event of any loss, mishap, injury, damage,



claim, or accidents (including death) suffered as a result of or arising from their participation in this Programme, redemption and/or utilisation of the Gift where applicable.

- 21. All applications submitted for the Programme shall become the property of the Organiser. The Organiser reserves the right to use, publish, disclose or display the name, address, photograph, recording, particulars and/or documents of all Eligible Customers and/or their Referees for any legitimate purpose as it deems appropriate, including but not limited to advertising and publicity purposes, without compensation to the Eligible Customers and/or their Referees (or where applicable, their authorised representatives).
- 22. The Organiser reserves the right at its sole and absolute discretion to change, cancel, terminate or suspend the Programme at any time without prior notice. For the avoidance of doubt, any cancellation, termination or suspension by the Organiser of the Programme shall not entitle the Eligible Customers and/or their Referees to any claim or compensation against the Organiser for any or all loss or damage suffered or costs and expenses incurred by the Eligible Customers and/or their Referees either directly and/or indirectly arising from or in connection with the cancellation, termination or suspension of the Programme by the Organiser.
- 23. The protection of personal data is an important concern to the Organiser. The personal data collected as provided by the Eligible Customers and their Referees for the purpose of this Programme will be processed in accordance with the Personal Data Protection Notice of the Organiser which is available for viewing at <a href="https://www.greateasternlife.com/my/en/terms-and-conditions.html">https://www.greateasternlife.com/my/en/terms-and-conditions.html</a> ("PDP Notice"). By participating in the Programme, the Eligible Customers and their Referees provide his/ her consent to the Organiser processing their personal data in the manner set out in PDP Notice and permits the Organiser and/or authorised parties to contact the participant and manage their personal data regarding the Programme and the results of the Programme. Where the Eligible Customer or Referee selects to receive marketing materials and communications from the Organiser including for, future events, promotions, products and services, information, and any other marketing and promotional activities, he or she can opt-out from receiving such communications at any time by selecting the "unsubscribe" option in such communication or by contacting the Organiser.
- 24. The Eligible Customers and their Referees agree that the Organiser has the right to disclose the their information in the event the Organiser believes that such disclosure is necessary to identify, contact or bring legal action against an individual who might cause or may be causing damage to or interfere (whether intentionally or otherwise) with the Organiser's rights or property, which could be harmed by such activities. The Organiser may also disclose the personal data under the requirements of any law, rules, regulations, codes of practice or



guidelines binding on the Company including, without limitation, any applicable regulators, governmental bodies and where otherwise required by law.

- 25. By participating in this Programme, the Eligible Customers and their Referees are taken to have read, understood and agreed to be bound by these Terms and Conditions, and accept that all decisions by the Organiser are final and binding. The Organiser reserves the right at its sole and absolute discretion to change, amend, add or delete any of these Terms and Conditions at any time, which may be communicated through modes of communication deemed suitable by the Organiser, and without prior notice to the Eligible Customers and/or their Referees and the Eligible Customers and their Referees agree to be bound by such changes.
- 26. Failure or delay by the Organiser to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision.
- 27. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

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Great Eastern Life Assurance (Malaysia) Berhad (93745-A) (A Member of the OCBC Group)