

## **“Polo Ralph Lauren – Ramadan Green Packets Giveaway” (the “Giveaway”) Terms & Conditions (“T&C”)**

**1. Promoter:** Ralph Lauren (Malaysia) Sdn Bhd (“**Ralph Lauren**”)

**2. Giveaway Details:**

- i. A set of Ralph Lauren green packets (“**Giveaway Products**”) will be given away for free during the period from 20 March 2024 to 09 April 2024 (“**Giveaway Period**”) on a first-come-first-serve basis to each customer who placed an online order (no minimum spending) on <https://www.ralphlauren.com.my> (“**Official Websites**”) to be delivered within Malaysia during the Giveaway Period. Ralph Lauren will deliver the Giveaway Products in the same delivery of the purchased items.
- ii. The Ralph Lauren green packet will be given out based on the time of the online purchase order being placed and on a first-come-first-serve basis while stocks last.
- iii. Exception: Employees, officers, representatives or agents of Ralph Lauren or their respective parent companies, subsidiaries, affiliates, vendors, and such employees’, officers’, representatives’ or agents’ immediate family members (spouse, parents, siblings, children, in-laws, grandparents, grandchildren), are ineligible to enter this Giveaway.

**3. General Rules:**

- i. By participating in the Giveaway, each eligible customer agrees to be bound by these T&C. Ralph Lauren reserves the right to amend these T&C anytime.
- ii. This Giveaway is subject to all applicable national, state and local laws and regulations in Malaysia which may be void where prohibited by law.
- iii. Each eligible online purchase is entitled to receive the Giveaway Product once per order. Ralph Lauren reserves the right to disqualify, withhold or cancel the Giveaway to any customer where it has reasonable grounds to believe that the customer has violated these T&C or any instructions and/or requirements of this Giveaway, or that the customer may have gained an unfair advantage by participating in this Giveaway or redeemed the Giveaway Product using fraudulent means.
- iv. The Giveaway Product cannot be transferred or sold, cannot be exchanged for cash or other offers/gifts.
- v. Any attempt by any customer to damage, destroy, tamper with, attack, interfere with, or carry out any act which directly or indirectly creates any adverse effect to the operation of the Giveaway or the Online Websites, such attempt may constitute a violation of criminal and/or civil laws of any

applicable laws and Ralph Lauren reserves the right to seek damages and pursue all remedies available at law or in equity against such customer.

- vi. In the event of any dispute arising from or in connection with this Giveaway or relating to the interpretation of these T&C, Ralph Lauren reserves the right of final decision.
- vii. These T&Cs and /or any claim or dispute arising from or in connection with this Giveaway shall be governed by and construed in accordance with the laws of Malaysia that the online purchase was placed via. The parties agree to the exclusive jurisdiction of the courts of same country.

#### **4. Liability Disclaimer:**

- i. By participating in this Giveaway, you agree to exempt, exclude and release Ralph Lauren, its affiliates, partners, employees, directors, and agents, to the fullest extent permissible by applicable laws, from any and all claims or liabilities of any nature arising from participating in this Giveaway or otherwise related to this Giveaway, including but not limited to, any damage or loss caused by the acquisition, receipt, possession, use or misuse of the Giveaway Product or other reasons, and any claim or ground for litigation of any type or nature which the eligible customer may potentially possess based on such damage or loss. The above disclaimer is not applicable to damage or loss caused by fraud (including misrepresentation), or death or personal injury caused by negligence. All terms with the effect of disclaiming liabilities in these T&C shall be applied to the fullest extent permitted by applicable laws.
- ii. Nothing in these T&C limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as well as any other implied warranties under similar consumer as provided under applicable law of Malaysia.
- iii. Each eligible customer agrees to indemnify and hold Ralph Lauren harmless from and against any and all claims, damages, liabilities, costs and expenses (including legal costs on an indemnity basis) arising from any misconduct or negligence, as well as breach of these T&C for which such eligible customer is liable.
- iv. If this Giveaway is interfered with in any way or is not capable of being conducted due to any reason beyond Ralph Lauren's reasonable control, including but not limited to computer system defects, breakdown of web services, virus infection, hacking, technical failure and/or any force majeure events, Ralph Lauren reserves the right in its sole discretion to modify,

suspend, terminate or cancel this Giveaway, in whole or in part, as appropriate. Ralph Lauren shall not bear any liability therefrom.