

Full Terms and Conditions

These Terms and Conditions are between you and GETZ BROS. & CO. (HONG KONG) LIMITED (the "Promoter") and will be treated as having final say in the event of any conflict or inconsistency with other communications, such as advertising or promotional materials. Participation instructions form part of the Terms and Conditions, and by participating, all participants are considered to have accepted and be bound by the Terms and Conditions. Please keep a copy for your information. Universal Pictures, a division of Universal City Studios LLC, and its parents, subsidiaries, and affiliates, including without limitation Amblin Entertainment, Inc. and DreamWorks Animation L.L.C. (collectively, the "Universal Parties") are not responsible for the administration of the Promotion, the collection of entries, selection of winners, or the fulfilment of prizes. You are providing information to Promoter and not to the Universal Parties. Any questions you have regarding the Promotion should be directed to Promoter and not the Universal Parties.

以下條款和條件適用於您和美國吉時兄弟(香港)有限公司(下稱「主辦單位」)，在任何與其他資訊有衝突或不一致時，均以本條款和條件為準。美國吉時兄弟(香港)有限公司將代表主辦單位管理香港地區此次活動。參與此抽獎活動者即視為接受並受本條款和條件約束，並請保留一份副本以供參考。Universal Pictures 隸屬 Universal City Studios LLC 的一環，其包括 Amblin Entertainment, Inc.和 DreamWorks Animation L.L.C. (統稱「環球影業」)，環球影業不負責此次活動的管理、資料收集、抽獎或獎品寄送。參與此抽獎活動者提供的信息是給主辦單位，而非給環球影業。任何有關此次活動的問題，請直接聯繫主辦單位。

1. This Promotion is open to residents of Hong Kong aged 18 or over, excluding employees of the Promoter, the Universal Parties, its agents and anyone professionally associated with this Promotion. Energizer will not be responsible for any under-age entries.

此勁量電池抽獎活動開放18歲以上香港居民(不包括主辦單位與管理者、其關係企業或代理商的員工及該員工的直系親屬，以及此活動的任何其他相關人員)參加。未成年人參加活動時，勁量概不負責。

2. Purchase is necessary. Please retain an itemised receipt that states the time and date of purchase to entry, but within the Promotion Period, as this may be required for validation and in order for the winner to receive their Prize. Internet access and a valid email address are required.

參與者必須購買任何 勁量® 電池、電池充電器、手電筒並

保留購買證明，購買證明需包含發票號碼、購買日期，並於energizerpromo.com 活動網站完整填寫並提交參與資訊及其個人詳細資料，包含姓名、發票號碼、發票日期、電子郵件信箱、連絡電話、獎品寄件地址，即可參加本活動。

Promotion Period: The Promotion is open from 1 Dec 2024 to 31 Jan 2025. 活動時間：2024年12月1日至2025年1月31日

3. Participation Instructions:

- a. Purchase any eligible Energizer® batteries, battery chargers or flashlights or portable lights within the Promotion Period. Purchase of licensed Energizer® products are not

eligible for entry. These include automotive/marine batteries, USB chargers and power banks.

購買任何勁量®電池全系列商品(包含鹼性電池、充電電池、充電器)

- b. Visit energizerpromo.com and fully complete and submit the online entry form with their personal details (Name, Invoice Number, Invoice Date, Email Address, Contact Phone Number, Prize Shipping Address)

於活動網站energizerpromo.com完整填寫並提交參與資訊及其個人詳細資料，包含姓名、發票號碼、發票日期、電子郵件信箱、連絡電話、獎品寄件地址。

4. Each invoice is limited to one chance to win a prize.

每張發票限1次中獎機會。

5. Prizes:

- a. Grand Prize (1 Winner): \$20,000 Travel Voucher
- b. 2nd prize (1 Winner): Soundbar

獎品：

- a. 頭獎(1名): \$20,000 旅遊禮券
- b. 二獎(1名): Soundbar

6. Winner Selection: Draw will be conducted on 5 Feb 2025

本活動將於2025/2/5隨機抽出符合活動資格的得獎者

7. Winner Notification: Winner list will be announced in Sing Tao Daily and The Standard on 12 Feb 2024

得獎名單將刊登於2024年2月12日之星島日報及The Standard

8. Prize Acceptance: If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.

如果任何得獎者選擇不領取獎品（或無法領取獎品）、未在主辦單位規定的時間內領取獎品，或無法在主辦單位規定的時間履行，則他們將喪失得獎資格、獎品，主辦單位沒有義務更換獎品。

9. If a customer experiences any issues whilst using the Energizer Promotional Website, please contact customer services at oplmarketing@octopushk.com

如對於抽獎活動有任何問題歡迎使用客服信箱聯繫我們 oplmarketing@octopushk.com

10. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you participate in a way that is not consistent with these Terms & Conditions, your claims (and any of your associated aliases) will be disqualified. Any Prize awarded may be void and recoverable, and the Promoter reserves the right to bar you from participating in future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:

主辦單位旨在舉辦一個公平和安全的抽獎活動，嚴禁濫用和詐欺。若參與者不符合條款與條件，參與資格將被取消。任何已授予的獎品也將被視為無效並要求寄回，且主辦單位保留至少六個月內禁止其參加未來抽獎活動的權利。以下說明主辦單位保留在任何時候行使以下權利：

- a. Verify the eligibility of participants by requesting such information it considers reasonably necessary for this purpose. Prize may be withheld until verification is completed.
要求參加者提供相關資料以確認參加及領獎資格，在收到並確認其資格前，主辦單位可先保留獎品不寄出。
- b. Disqualify entries that are not made directly by the individual participating in the Promotion.
取消非以個人名義參與此活動之參加及得獎者資格。
- c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
取消使用匿名電子郵件（如 GuerillaMail、Dispostable 或 Mailinator 等）或資料填寫不完者之參加及得獎者資格。
- d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
每項獎品將頒發給參與資訊中指定的個人，代表參與者或第三方提交的任何參與資訊均無效。如果對參與者或得獎者的身份存在爭議，主辦單位擁有最終決定權。
- e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
取消使用別名參加活動者之得獎資格
- f. Disqualify participants who tamper with the claim process.
取消妨礙活動進行參與者之得獎資格
- g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
取消不符合本條款和條件要求參與者之參加資格

- h. Cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion.

如因未經授權的干預、欺詐、技術故障或其他主辦單位不可控制的原因，導致促銷活動無法按計劃進行，主辦單位有權取消、修改或暫停本促銷活動，進而保護活動的管理、安全、公平、完整性或正常運行。

11. Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason a Prize or any element of a Prize is not available, the Promoter reserves the right, at its sole discretion to substitute that Prize or element of the Prize for another of equal or greater value.

獎品不可轉讓或交換，且不能兌換成現金或任何其他形式的補償。如果因任何原因某個獎品或其組成部分無法提供，主辦單位保留自行決定用等值或更高價值的其他獎品或組成部分替換的權利。

12. No responsibility can be taken for claims which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any delivery, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to energizerpromo.com.

主辦單位對因任何交付、技術故障、系統、衛星、網路、伺服器、電腦硬體或軟體故障或其他原因而造成的丟失、延誤、損壞、錯誤等索賠概不負責。

13. The Promoter, the Universal Parties, and each of their respective associated agencies and companies are not liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the/a Prize, except for any liability which cannot be excluded by law. Nothing will exclude the Promotor's liability for death or personal injury as a result of its negligence. IN NO EVENT WILL THE UNIVERSAL PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE PROMOTION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL ENTRANTS.

主辦單位、環球影業及其各自的相關代理機構和公司對於因本活動或寄送或使用獎品而遭受或持續的任何損失費用或損害，不論是否因任何人的疏忽所致均不承擔責任，但法律無法排除的責任除外。主辦單位對於因其疏忽而導致的死亡或人身傷害不負任何責任。在任何情況下，環球影業對於因參與本活動而產生的任何直

接的、特殊的、偶發的、或間接的損害（包括使用、數據、業務或利潤損失），無論基於疏忽、責任或其他方式，均不承擔責任，即使有關方面已被告知可能會發生此類損失或損害。

14. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances.

如遇不可抗力事件，如天災、全球或地區性流行病或大流行、惡劣天氣、火災、勞資糾紛、戰爭、政治動盪、暴動、社會動亂、瘟疫或其他災害等情況，主辦單位將不承擔因此而延遲或未能履行其義務的責任。

15. Providing your personal data is voluntary, but necessary, to participate in the Promotion. The Promoter is the data controller and has appointed the Administrator to be the data processor. Your personal data will be processed based on the legitimate interests of the Promoter (a) for no longer than is necessary to conduct the Promotion and (b) after the Promotion, only to defend against possible claims of participants, or to comply with legal obligations, relating to the Promotion. By participating in the Promotion, you will receive emails from the Administrator in confirmation of your claim and about the Promotion. If you are entitled to a Prize, the Administrator will use your personal data to deliver it. You have the right to access, rectify, transfer, and delete your personal data and to object to or limit the processing of your personal data. The Promoter does not intend to transfer your personal data to third countries. To learn more about your rights and how to exercise them, including by contacting the Promoter, please visit the Promoter's privacy policy, available through <https://energizer.asia/HongKong/>.

提供您的個人資料屬個人意願，但是為參與本活動則是必要條件。主辦單位是資料蒐集者，並已指定管理員作為資料管理者。您的個人資料將基於主辦單位的合法利益進行處理：(a) 在進行活動所需的時間內；以及 (b) 活動結束後，僅用於防禦可能來自參與者的索賠或遵守與活動相關的法律義務。如果您有資格獲得獎品，主辦單位將使用您的個人資料進行相關作業。您有權詢問、更正、轉移和刪除您的個人資料，並可對處理您的個人資料提出異議或限制處理。主辦單位無意將您的個人資料轉移至第三國家。詳細資訊內容請參考 <https://energizer.asia/HongKong/>。

16. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.

如果這些條款與條件的任何部分被法律裁定為無效、非法或不可強制執行，其餘部分將不受影響

17. By participating, participants will be deemed to have agreed to be bound by these Terms & Conditions, the decisions of the Promoter on any matters whatsoever arising out of or connected with the Promotion are final.

參加此活動即表示參與者同意受本條款與細則的約束，且對於活動所引發或與之相關的任何事項，主辦單位保留最終決定權。

18. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.

本條款與任何其他資料中若條款有不一致之處，應以本條款為準

19. These Terms & Conditions are governed by Hong Kong law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of Hong Kong.

此活動的條款與條件以香港法律為依據，參與者將受香港法院管轄。

20. These terms & conditions are governed by Hong Kong law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of Hong Kong. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by judicial arbitration and mediation services, inc., in accordance with its streamlined arbitration rules and procedures or subsequent versions thereof ("jams rules"). The jams rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Hong Kong. All proceedings brought pursuant to this paragraph will be conducted in Hong Kong. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

這些條款和細則受香港法律管轄，其解釋和應用將受香港法院的專屬管轄。如果爭議或索賠未能透過直接討論或調解得到解決，則應由司法仲裁和調解服務公司根據其簡化的仲裁規則和程序或後續版本進行最終且具有約束力的仲裁來解決其中（“**Blocking Rules**”）。應遵守 **JAMS** 仲裁員的選擇規則，但仲裁員應具有香港法律執業經驗並獲得執業許可。根據本段提起的所有訴訟均將在香港進行。任何索賠的補救措施僅限於實際損害，在任何情況下，任何一方均無權追償懲罰性、懲戒性、後果性或附帶損害，包括律師費或提出索賠的其他此類相關費用，或撤銷此規定達成協議或尋求禁制令或任何其他公平的救濟。

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