

#EHExperience

Share your Estadia Hotel moments to win exclusive prizes.

Estadia Hotel is the ideal choice of accommodation for you to experience the richness of Nyonya culture in the heart of Melaka.

Throughout the years of your generous support, we have seen and received thousands of memorable moments during your stay or function with us from all over the platform.

This year, we are inviting you to share your moments through any of the following ways to win yourself a 3D2N Stay in Estadia Deluxe Suite!

Ways to participate:

Instagram

Upload a photo on Instagram, include the hashtag **#EHExperience** and tag us **@EstadiaHotel**

Facebook

Upload a photo on Facebook, include the hashtag **#EHExperience** and tag us **@Estadia Hotel Melaka**

Rewards

Each month, 1 selected winner will receive a 3D2N stay in Estadia Deluxe Suite.

Ways to join

- 1. Details to include your full name, email address and contact number.
- 2. The judges' decisions are final.
- 3. Entries after the deadline will not be entertained.
- 4. Contest duration: 7 September 31 December 2019

*Terms and Condition Apply

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Terms & Condition Apply

TO PARTICIPATE, YOU MUST BE IN ESTADIA HOTEL MELAKA DURING THE CONTEST PERIOD TO TAKE A PHOTOGRAPH AND OTHERWISE BE ELIGIBLE AS SET OUT HEREIN.

NO PURCHASE OR BOOKING NECESSARY TO ENTER OR WIN. A PURCHASE OR BOOKING WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The Contest is operated and sponsored by Estadia Hotel Melaka Sdn. Bhd. (the "Company"). By entering the Contest, you have fully understood and agree to be bound by these Terms and Conditions.

This Contest takes place online through the Instagram application ("Instagram"), and the Facebook application ("Facebook"), the Contest Website as provided herein. The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook. Instagram and Facebook are completely released from all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Company.

1. Start / End Dates

- The Contest starts on 7 September 2019 at 12:00 P.M. Malaysia Time ("MYT") and ends on 31 December 2019 at 11:59 P.M. (MYT) (the "Contest Period"). During the Contest Period, there will be four (4) separate and distinct Monthly Entry Periods as set out below. For a chance to win a prize, a Submission must be received between 12:00 A.M. MYT and 11:59 P.M. MYT during each applicable Monthly Entry Period except for the first Monthly Entry Period which begins at 12 P.M. (MYT). LIMIT: A maximum of ten (10) Submissions per person and per email address/account per Monthly Entry Period will be considered for entry into the Contest.
- Company is not responsible for any Submissions that are late or not received.
- MONTHLY ENTRY PERIODS ("Monthly Entry Periods"):
 - a. September 7, 2019 to September 29, 2019. Selected entrant for that Month Entry Period will be announced on September 30, 2019.

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- b. October 1, 2019 to October 30, 2019. Selected entrant for that Month Entry Period will be announced on October 31, 2019.
- c. November 1, 2019 to November 29, 2019. Selected entrant for that Month Entry Period will be announced on November 30, 2019.
- d. December 1, 2019 to December 30, 2019. Selected entrant for that Month Entry Period will be announced on December 31, 2019.

2. Who can Enter

- To be eligible to participate, you must be in Estadia Hotel Melaka in order to take a photograph during the Contest Period. The Contest is ONLY open to legal residents of their country/territory of residence and who are at least the age of majority (or 18 years of age if there is no statutory age of majority) in such country/territory as of the date of their Submission to the Contest ("Eligible Persons"). Proof of eligibility may be required by the Company.
- Employees, officers and directors of the members of the Company, its agents, representatives, franchisees, affiliates and subsidiaries (collectively, the "Hatten Hotels Worldwide Group") and their affiliates, partners, advertising and promotion agencies and members of their respective immediate families or those with whom they are domiciled, are not eligible to enter the Contest. In these Terms and Conditions, "immediate family" means mother, father, brothers, sisters, sons, daughters, legal or commonlaw spouse, regardless of where they reside. Groups, clubs, organizations, businesses and commercial and noncommercial entities cannot participate. All decisions of Company are final and binding.

3. How to Enter

- No purchase or booking necessary. To enter the Contest, during the Contest Period, take a photograph of your special 'EHmoment' ("photograph") and upload it via one of the following methods:
 - a. Via Instagram: Take a photo of your best 'EHmoment' and upload onto your Instagram account and post the photograph with the hashtag #EHExperience, and tag @estdiahotel account. Please make sure that your account is set to "Public" before posting the photograph, then DM us with your full name, email address and phone numbers.

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b. Via Facebook: Take a photo of your best 'EHExperience' and upload onto your Instagram account and post the photograph with the hashtag #EHExperience, and tag @estadiahotel account. Please make sure that the "Share with" option is set to "Public" before posting the photograph, then DM us with your full name, email address and phone numbers.

The Company may contact entrants to verify their Instagram or Facebook hashtag Submission was a Submission and to verify permission to repost the Submission on the Contest Website. If permission to repost is not granted or the Submission is not verified, it may be disqualified.

Submissions that are late, lost, stolen, undelivered, illegible, contain false information, damaged, misdirected, garbled or incomplete, altered or otherwise irregular, generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the Submission process or that do not conform with or satisfy any or all of the conditions set out in the Terms and Conditions will be void. Use of any automated program to enter will result in disqualification.

For Submissions made via Instagram or Facebook, to be considered a valid Submission, entrants shall keep their Submissions posted online for the duration of the applicable Monthly Entry Period. If the entrant deletes a Submission from their account before the end of the applicable Monthly Entry Period, that Submission may be deemed void and ineligible for a prize.

4. Submission Guidelines and Content Restrictions

- To qualify for the Contest, the photographs must be taken:
 - a. by you personally during the Contest Period;
 - at Estadia Hotel Melaka when the entrant visits during the Contest Period (no purchase or booking necessary);

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 Photographs may be edited but hotels / destinations (e.g. recognizable features) may not be altered.

LIMIT: A maximum of ten (10) Submissions per person, Monthly Entry Period will be considered for entry into the Contest. However, each entrant shall only be eligible for a maximum of 1 Monthly Prize per Monthly Entry Period. An entrant may only use one (1) Instagram account or one (1) Facebook account to participate in the Contest. Any person who is found to have entered the Contest with more than one (1) account may be disqualified and all such Submissions received by such person during the Contest Period may be disqualified, and the prize won may be forfeited in the Company's sole discretion. All incomplete or non-conforming Submissions and their entrants may be disqualified.

- Each Submission shall conform to the following content restrictions ("Content Restrictions"), failing which shall result in immediate disqualification and removal from the Contest in the Company's sole and absolute discretion:
 - a. Your photograph and Submission must be original to you and you must have all necessary rights in and to the photograph for the purposes of the Contest. Your photograph must be your original creation and each Submission must be unique. For the avoidance of any doubt, your photograph cannot be something that you have copied or downloaded (e.g. from the worldwide web, stock photography or otherwise), and must not be a modification, enhancement or alteration of a third party's pre-existing work;
 - b. It is your sole responsibility to make sure that the person(s) depicted in your photograph have given their explicit consent for the photograph to be submitted/uploaded in the Contest and that no copyrights are violated by submitting your Submission. Company may reject or remove any submitted photograph if it believes in its sole discretion that such required consent has not been collected. You are required to have each person featured in the photograph complete a Consent Form and provide this to Company or its agencies upon request;

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- c. The Submission must not contain material that violates or infringes the intellectual property rights or other rights of any other person;
- d. The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libellous (including without limitation nudity, violence, obscenity, profanity, pornography, illegal activity or anything offensive in nature);
- e. The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination of any kind:
- f. The Submission must not contain material that is unlawful, in violation of or contrary to any applicable laws and regulations;
- g. The Submission must not contain material that promotes illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- h. The Submission must not depict Estadia Hotel Melaka in any way that would constitute trade disparagement or defamation, contain any negative statements about the Company or its services or amenities, or defame or contain negative statements about any of the Estadia Hotel Melaka guests and/or visitors;
- The Submission must be consistent with the image and values of the Company and be consistent with and satisfy the purpose of the Contest;
- j. The Submission must not have been submitted previously in a promotion or contest of any kind or exhibited or displayed publicly through any means prior to the Contest;
- k. The Submission must not contain commercial content or promotions for any products or services other than products and services of Company; and
- The Submission must not contain any identifiable third party products, trademarks, brands and/or logos, other than those of Company (e.g. any buildings, products appearing in your Submission must not contain any visible logos, trademarks or

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other third party materials unless the appropriate consents have been obtained --- NOTE: all identifiable third party products, trademarks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable).

5. Warranties and Representations

- By entering the Contest, you warrant and represent the following:
 - a. the Submission is your original work;
 - b. you are the sole and exclusive author and owner of the Submission;
 - c. (for Submissions made via Instagram or Facebook) you are the sole owner, controller and operator of the Instagram or Facebook Account which made the Submission;
 - d. the Submission does not and will not violate or infringe any rights (including without limitation intellectual property rights) of any third parties;
 - e. any third parties appearing in the Submission have given you appropriate consent to be photographed and used in accordance with these Terms and Conditions;
 - f. all information you have provided in respect of the Contest is true and accurate; and
 - g. it shall be lawful for you to enter into the Contest and make the Submission.

6. Determination of Winners

The following process will be used to determine the winning Submission.

- During each Monthly Entry Period, Submissions will be judged by a panel of judges selected by the Company, which may include members of the Company's marketing team. The Brand Council consists of a panel of judges, who will assess the Submissions according to the criteria outlined below. Scores will then be compiled for a collected average score.
- All Submissions will be judged at the sole and absolute discretion of the Brand Council according to the following criteria in equal measure: (i) quality, meaning the brightness and evenness of illumination, contrast, resolution, geometry

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and colour; (ii) creativity, meaning the artistic interpretation; and (iii) uniqueness, meaning unlike anything else and originality. Each Submission will be given a score for each criteria as well as a total overall score.

 By submitting a Submission, entrants agree to abide by this process of winner selection and the Brand Council's decision, which is final and binding in all matters related to the Contest, and the awarding of a prize.

7. Prizes

There are four (4) prizes available to be won, one (1) for each month, as described herein.

Odds of winning a prize depend on the number and quality of eligible Submissions received.

o Monthly Prize Winners

- a. For each Monthly Entry Period, there shall be one (1) winner of the Monthly Prizes (each a "Monthly Prize Winner").
- Each "Monthly Prize" a three days two nights complimentary stay in Estadia Deluxe Suite.
 Estadia Hotel Melaka Terms and Conditions apply
- c. The Submissions during each Monthly Entry Period will be judged by the Brand Council with the highest overall score shall be eligible for a Monthly Prize. In the event of a tie, the Submissions involved in the tie will be re-judged by an additional judge of the Senior Management of the Company who will serve as a tiebreaker and who will evaluate tied Submissions according to the criteria listed above.

Monthly Prize Winner

 Winners will be notified by direct message, personal message, email or phone call in which the prize will be delivered by post to the address given or selfcollect.

8. Notification

Winners will be announced on the Company's Instagram and Facebook between the period from 7 September 2019 to 31 December 2019, as follows and their names and photographs will be published.

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- The Company may contact entrants to verify their Submission and permission to re-post the Submission on but not limited to the Contest Website, the Company's own social media channels. If permission to re-post is not granted or the Submission is not verified, it may be disqualified.
- The Company will contact the winners via direct message on Instagram and Facebook, or via the registered contact details (as the case may be) for prize notification. If any winner (who made their Submissions via Instagram or Facebook) fails to provide their contact details for prize distribution or cannot be contacted with such contact details or cannot be contacted with their registered contact details within 15 business days of first notification attempt, if any winner rejects his/her prize or in the event of non-compliance with these Terms and Conditions, such prize shall be forfeited and may be awarded to such other winner as shall be determined by the Company in its sole and absolute discretion. Upon prize forfeiture, no compensation shall be given and the Company shall not be liable whatsoever.
- If requested by the Company, winners shall within 15 business days of prize notification :-
 - a. sign and return a liability / publicity release and/or license agreement (in the Company's standard form without amendment); and
 - b. submit releases / authorizations (in the Company's standard form without amendment) from any and all third parties appearing in their respective Submissions, without any payment or consideration to be paid by the Company, failing which may result in disqualification of the Submissions and from the Contest, in the Company's sole and absolute discretion.
- An entrant is not deemed a winner of any prize, even if the winning notification should so indicate, unless and until the entrant's eligibility has been verified, all required documents returned and executed, and the entrant has been notified that the acceptance and verification process is complete.

9. Intellectual Properties

- By entering the Contest, you agree for us to feature your photograph on our Instagram or Facebook and you agree :
 - a. (in respect of Submissions made via Instagram or Facebook) to grant to the Company a royalty-free, irrevocable, non-exclusive licence to use, re-post

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and/or feature the Submissions, and your Instagram or Facebook account names (as the case may be) and likeness on all platforms and media and in all formats, on a worldwide basis and in perpetuity, (and the right to sub-license and assign) for the purposes of implementing the Contest, product and brand marketing and promotions of Estadia Hotel Melaka commercial purposes;

- b. (in respect of Submissions made via the Contest Website) to give the Company a royalty-free, irrevocable, non-exclusive licence to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis and in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed (and the right to sublicense and assign) for the purposes of implementing the Contest, product and brand marketing and promotions of Estadia Hotel Melaka and/or all commercial purposes;
- c. that the Company dealing with your Submissions in any way that may otherwise violate or infringe your moral rights, and you agree not to assert your moral rights (if any) in respect of your Submissions against the Company or its assigns, licensees or successors; and
- d. as noted above in this section and the notification section above, that you shall execute all such documents and take such other steps as may from time to time be necessary for the purposes above.

10. Conditions, Limitations and Liabilities

- The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook. Instagram and Facebook are completely released from all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Company and not Facebook or Instagram.
- In no event shall more prizes be awarded than the number of each type stated in the "Prizes" section above.
- The Contest and all prizes are provided "as is" without warranty of any kind, either express or implied.

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- By entering the Contest, you agree to release, hold harmless and indemnify the Company, its advertising and promotion agencies, Estadia Hotel Melaka, Instagram, Facebook or other party in any way involved in the development or administration of this Contest, including suppliers of materials or services related to the Contest and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (the "Releasees") for all losses, costs, damages or claims arising as a result of or in connection with your Submissions, participation of the Contest, judging of Submissions, the awarding, accepting, arranging or use of the prizes, noncompliance with these Terms and Conditions or any applicable laws and regulations and/or violation or infringement of any third party rights.
- o Without limiting the generality of the foregoing, the Releasees are not responsible for and expressly disclaim any and all liability associated with (i) the incorrect or inaccurate capture of Submission information, including communication failures or human error that may occur in the processing of Submissions, or for destruction of or unauthorized access to, or alteration of, Submissions and/or any submitted in a manner that is not expressly allowed under these Terms and Condition; (ii) late, contain false information, misdirected or incomplete Submissions, those that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of the Terms and Conditions; (iii) claims caused by, or in any way related to an awarded Prize or the Contest itself; (iv) any problems or technical malfunctions, including failure of servers, hardware or software transmission, errors, omissions, interruptions, communication failures, including any malfunctions of the Instagram or Facebook information during the Contest Period, including, without limitation, any problems, human or technical, errors, lost, delayed, garbled or corrupted data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone, communication or transmission lines, technical malfunctions of any computer on-line systems, servers, access providers, computer equipment, hardware or software, failure of any e-mail or Submission to be received on account of technical problems or traffic congestion on the Internet or at any Contest Website, or any

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combination thereof including, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any material connected to the Contest, all of which may affect a person's ability to participate in the Contest; (v) any errors, omissions, incorrect or inaccurate information in any Contest-related materials, including, without limitation, printing or advertising errors or the failure of or problems with any equipment or programming associated with or used in the Contest howsoever caused; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (vii) any claims regarding the judging of Submissions, or the awarding, accepting arranging or use of the Prizes; or (viii) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind. Submission material/data that has been tampered with or altered is void.

- Releasees shall not be liable :
 - a. for exercising the Company's rights under these
 Terms and Conditions or as otherwise permitted by
 law, if the Contest cannot take place or if any prize
 cannot be awarded or redeemed due to causes
 beyond its control or otherwise not allowed under the
 applicable laws and regulations;
 - b. for technical malfunctions, errors or failure of any kind, lost Submissions, lost or unavailable network connections, Contest Website, internet or ISP availability, or failed, incomplete or delayed computer transmissions which may limit one's ability to enter the Contest, including any damage to any computer relating to or resulting from participating in the Contest; and
 - c. for damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages.

11. Reservation of Rights

- The Company reserves the right to, at its sole and absolute discretion and without any prior notice whatsoever:
 - a. cancel, terminate, modify, extend or suspend the Contest or amend or substitute any of these Terms

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and Conditions at any time and for any reason, including without limitation where the administration, security, fairness or proper conduct of the Contest shall be corrupted or affected by virus, bugs, fraud or other causes beyond its control, and/or

- b. disqualify any entrant or Submission for any reason, including without limitation for non-compliance with these Terms and Conditions, tampering with the Submission process or the operation of the Contest, attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices, acting in an unsportsmanlike manner or intending to annoy, abuse, threaten or harass any other entrants or Company representatives. ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE CONTEST. All materials submitted become the property of Company and will not be returned.
- In case of Submissions made via Facebook or Instagram, in the event of any dispute as to the person making the Submission, the authorized account holder of the Facebook or Instagram account used to make the Submission shall be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned an account or email address by the provider. Eligible entrants may be required to provide proof that he/she is the authorized account holder of the account or email address associated with the selected Submission to be confirmed a winner.
- In the event that the operation of the Contest or any part thereof (a) shall require any prior approval, consent and/or permit from any competent authorities of any jurisdictions; and/or (b) under these Terms and Conditions (as may be

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amended or substituted from time to time) shall be contrary to any applicable laws and regulations of any jurisdictions, the relevant jurisdictions shall automatically be excluded from the Contest and no entrants of such jurisdictions shall be eligible to enter into the Contest.

 The Company's decisions are final and binding in all matters relating to the Contest.

12.Use of Data

The Company will be collecting personal data about entrants online, in accordance with its privacy policy and the personal information collection statement. Please review the Company's privacy policy, cookies policy and personal information collection statement. By entering the Contest, entrants agree to the Company's collection and usage of personal data and acknowledge that they have read and accepted the Company's privacy policy and the personal information collection statement.

13. Translations; Terms and Conditions Govern

- These Terms and Conditions shall be in English only, which language shall prevail, govern and control in all aspects, and all translated versions of these Terms and Conditions in any other language shall be for reference only and shall not be binding. In the event of any discrepancy or inconsistency between the English version and any translated version, the English version shall prevail.
- In the event of any discrepancy or inconsistency between the Terms and Conditions and disclosures or other statements contained in any Contest related materials, the Terms and Conditions shall prevail, govern and control.

14.Sponsor

Estadia Hotel Melaka Sdn Bhd.

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