



NESTLÉ START WELL & STAY WELL CLUB MEMBER REGISTRATION CAMPAIGN

FOR LACTOGROW® 3 SAMPLE REQUEST

**TERMS AND CONDITIONS**

**A: Schedule to Conditions of Entry**

<b>Organiser</b>	Nestlé Products Sdn. Bhd. [197901000966]
<b>Promotion</b>	NESTLÉ START WELL & STAY WELL CLUB NEW MEMBER REGISTRATION CAMPAIGN (FOR LACTOGROW® 3 SAMPLE REQUEST)
<b>Promotion Period</b>	Year round unless otherwise stated on the sample request page.
<b>Eligibility</b>	The Promotion is open to only participants who newly register with Nestlé Start Well & Stay Well Club during the Promotion Period, who are legal residents of Malaysia aged 18 years and above with children aged 1 to 3 years as at the start of the Promotion Period.
<b>Entry Method</b>	Complete all mandatory form details requirements at, <a href="https://www.startwell.nestle.com.my/lactogrow-free-sample">https://www.startwell.nestle.com.my/lactogrow-free-sample</a> to join as a Nestlé Start Well & Stay Well Club member during the Promotion Period. Ensure that your registration as a member is successful.
<b>Redemption Conditions</b>	<ol style="list-style-type: none"> <li>1. Upon successful registration as a new member in Nestlé Start Well &amp; Stay Well Club.</li> <li>2. Prize is limited to one per household of the same household address.</li> <li>3. All submissions will be verified by the Organiser.</li> </ol> <p>IMPORTANT NOTICE: The World Health Organization (WHO) recommends exclusive breast-feeding for the first 6 months and continued breastfeeding for as long as possible. Formulated Milk Powder For Children are formulated to meet nutrition needs of healthy young children older than 1 year and should not be fed to infants.</p>
<b>Prizes</b>	<ul style="list-style-type: none"> <li>• Each successful registration as a new member in Nestlé Start Well &amp; Stay Well Club will be entitled to receive One [1] pack of LACTOGROW® 3 (150g).</li> <li>• The prizes will be delivered to the mailing address provided within four (4) to six (6) weeks after the end date of the Promotion.</li> </ul>

	<ul style="list-style-type: none"><li>• All deliveries will only be processed during working days</li></ul>
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*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, collectively “Terms and Conditions”, and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Sample Request (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).*

**B: Conditions of Entry**

**1. Introduction**

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the “Terms and Conditions”. Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Sample Request Period, make sample substitutions, cancel, terminate or suspend the Sample Request in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Sample Request will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the sample request including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

**2. Sample Request Entries**

- 2.1 By submitting an entry to the Sample Request, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Sample Request, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Sample Request shall be borne by the Participant.
- 2.4 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers,

computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

### **3. Eligibility**

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Sample Request and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Sample Request including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.
- 3.3 Open to parents with children aged 1 to 3 years who are residing in Malaysia only.

### **4. Ineligibility**

The following groups of persons shall not be eligible to participate in the Sample Request:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Sample Request and their immediate families (spouse, children, parents, siblings, and their spouses).

### **5. Disqualification**

- 5.1 The following entries will be disqualified:
  - (b) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
  - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the Organiser reserves the right to disqualify any Participant that:
  - (a) undermines, has or attempted to undermine the operation of the Sample Request by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Sample Request for verification by Organiser when requested.
- 5.3 In the event of a disqualification after a Samples has been awarded, the Organiser reserves the right to demand for the return of the Samples or payment of its value from the disqualified Participant.

### **6. Prizes**

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.

6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Prizes.

(a) **Tickets to an Event:**

The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.

(b) **Travel/Holiday Prizes:**

If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.

6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.

6.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

**7. Publicity**

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Sample Request (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Sample Request of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

## **8. Intellectual Property Rights**

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Sample Request and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

## **9. Indemnity**

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Sample Request, acceptance of any Samples, and/or the use of the Participant’s entry and/or likeness in connection with the Sample Request or violation of the Terms and Conditions,

## **10. Limitation of Liability**

10.1 The Participant’s participation in the Sample Request shall be at the Participant’s own risk.

10.2 The Organiser, Nestlé Malaysia Group, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Sample Request, as well as the redemption and/or utilisation of any Sample received.

## **11. General**

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

11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and sample request materials) in connection with this Sample Request, in particular that relates to the Samples, are the properties of their respective owners. This Sample Request and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser’s group of companies

11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.

- 11.4 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 Sample Request.
- 11.5 Where the Terms and Conditions of the Sample Request is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 11.6 The Terms and Conditions of the Sample Request shall be construed, governed, and interpreted in accordance the laws of Malaysia.

**12. Privacy Notice**

- 12.1 By participating in this Sample Request, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in [https://www.nestle.com.my/info/privacy\\_notice](https://www.nestle.com.my/info/privacy_notice).