



Nestlé®

Good food, Good life

## **TERMS AND CONDITIONS**

### **A. Schedule to Conditions of Entry**

<b>1. <u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966] [“the Organiser”].
<b>2. <u>Promotion:</u></b>	PROMOSI LACTOGROW BELI & TEBUS [“Promotion”].
<b>3. <u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 01/08/2022 and closes at 23:59:59 on 30/09/2022.
<b>4. <u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Peninsular Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Peninsular Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
<b>5. <u>Participating Products:</u></b>	<p>The participating LACTOGROW products are as per listed below [“Products”]:</p> <p>a. LACTOGROW 3 [1.3kg]; and</p> <p>b. LACTOGROW 4 [1.3kg].</p> <p><b>IMPORTANT NOTICE:</b> We believe that breastfeeding is the best nutritional start for babies and we fully support World Health Organizations recommendation of exclusive breastfeeding for the first six months of life followed by the introduction of adequate nutritious complementary foods, along with continued breastfeeding up to two years of age. LACTOGROW 3 and LACTOGROW 4 Formulated Milk Powder for Children aged 1 year and above, are not breastmilk substitute. We recommend that you speak to your healthcare professional about how to feed your child and seek advice on when to introduce this product.</p>
<b>6. <u>Participation Method:</u></b>	<p>a. To participate in the Promotion and redeem one [1] Touch ‘n Go eWallet Reload PIN worth RM20, you must purchase a minimum of three 3 units of the Participating Products in any combination* [“Minimum Quantity”], in a single receipt from any outlet** during the Promotion Period.</p> <p>*For example:</p> <p>i) Purchase three (3) units of LACTOGROW 3 [1.3kg] in a single receipt – <b>eligible</b>.</p> <p>ii) Purchase two (2) units of LACTOGROW 3 [1.3kg] and 1 unit of LACTOGROW 4 [1.3kg] in a single receipt – <b>eligible</b>.</p>

	<p>iii) Purchase two (2) units of LACTOGROW 4 [1.3kg] only – <b>not eligible</b> (does not meet Minimum Quantity).</p> <p>iv) Purchase of 1 unit of LACTOGROW 3 [1.3kg] &amp; one (1) LACTOGROW 4 [1.3kg] – <b>not eligible</b> (does not meet Minimum Quantity).</p> <p><i>**This excludes LOTUS’S outlets. To participate in LOTUS’S outlet, please refer to the LOTUS’S outlet Promotion Terms &amp; Conditions. Only purchases from offline stores will be accepted.</i></p> <p>b. The receipt for the purchase must be in the form of a single original printed receipt from the outlet point of sale systems [“Receipt”]. The Receipt must bear the receipt number, name and/or logo of the outlet, the location in which the purchase was made and all the purchased Participating Products clearly stated [“Receipt Details”].</p> <p>c. You must submit your entry to the Promotion via WhatsApp only. All WhatsApp entries that do not meet the requirements stated herein shall be disqualified by the Organiser. Each <b>Participant may submit as many entries as they wish but each Receipt is ONLY eligible for one [1] entry</b>. The Organiser shall reserve the right to disqualify any entries with reprinted and/or duplicated Receipt and/or containing more than one [1] Receipt.</p> <p>d. <u>WhatsApp entry participation steps:</u></p> <ol style="list-style-type: none"> <li>i. Write on the front of the Receipt your full name and identification number [“Personal Details”]. <u>For example, write on the Receipt: Ani binti Ali 900102148586</u></li> <li>ii. Snap one [1] <u>clear and legible</u> picture/image of one [1] Receipt complete with your Personal Details and Receipt Details [“Image”].</li> <li>iii. One [1] Image must contain only one [1] Receipt.</li> <li>iv. Submit one [1] Image via WhatsApp from any number registered in Malaysia to <b>6018 388 8909</b> [“Entry”].</li> <li>v. The Organiser WILL reply with an auto-reply acknowledgment message for each Entry received.</li> </ol> <p>e. The Organiser will process all Entries received. An incomplete Entry and/or an Entry with an unclear Image will be disqualified. The Organiser shall reserve the right to disqualify any Entries with reprinted Receipt and/or duplicated Receipt and/or Images containing more than one [1] Receipt.</p> <p>f. The Organiser shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and prize forfeiture.</p>
<p><b>7. <u>Entry Deadline:</u></b></p>	<p>a. All Entries must be received by the Organiser on or before 23:59:59 on 30/09/2022. All Entries received outside the Promotion Period will be automatically disqualified.</p>

<p><b>8. <u>Redemption:</u></b></p>	<p>a. The Redemption is limited to the first four thousand [4000] qualified Entries received throughout the Promotion Period.</p> <p>b. For each qualified Entry received, the Participant shall only redeem one [1] Touch 'n Go eWallet Reload PIN worth RM20 ["TNG PIN"] regardless of any Product quantity purchased in excess of the Minimum Quantity in a single Receipt. <u>For example:</u></p> <ul style="list-style-type: none"> <li>- If Participant A purchases three [3] units of the Participating Products in a single Receipt during the Promotion Period, he/she is entitled to redeem one [1] TNG PIN only with that particular Receipt.</li> <li>- If Participant B purchases ten [10] units of the Participating Products in a single Receipt during the Promotion Period, he/she is also entitled to redeem one [1] TNG PIN only with that particular Receipt.</li> </ul> <p>c. <b>Each Participant may redeem a maximum of two [2] TNG PINs only throughout the Promotion Period.</b> In the event the Redemption is completely redeemed, the Organiser will update the status in the Promotion website at: <a href="https://www.startwell.nestle.com.my/lactogrow-beli-dan-tebus/wm">https://www.startwell.nestle.com.my/lactogrow-beli-dan-tebus/wm</a>.</p> <p>d. The Organiser's service provider <b>Omniteam Sdn Bhd</b> will send the TNG PIN[s] to all verified and successful Participants <b>via WhatsApp from 6018 388 8909</b> to the mobile numbers from which the Organiser received in the Entry within twenty [20] working days from the submission date of the qualified Entry. The Organiser will not be held liable in the event the Participants cannot be contacted for whatever reasons.</p> <p>e. The Organiser reserves the right at its absolute discretion to extend the timeline of TNG PIN[s] delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the TNG PIN[s] to the Participant[s]. All unclaimed TNG PIN[s] after 31/12/2022 will be forfeited.</p> <p>f. All Participants must abide by the terms and conditions of the party[ies] arranging and/or providing for the TNG PIN[s] and the terms and conditions attached, if any.</p>
<p><b>9. <u>Additional Terms:</u></b></p>	<p>a. The Organiser retains the right to substitute the redemption item with another redemption item of similar value in the event the original redemption item offered is not available.</p> <p>b. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Promotion or prizes or due to any other unforeseen circumstances beyond the Organizer's control such as governmental interference, civil commotion,</p>

	<p>riot, war, strikes, act of terrorism [including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks] and for any act or default by any third-party suppliers or vendors.</p> <p>c. The Organizer shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any other additional costs [i.e.: travel expenses, transportation cost, duties and taxes] involved to redeem or collect the prize shall be borne by the winner at their own cost.</p>
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This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at: <https://www.startwell.nestle.com.my/lactogrow-beli-dan-tebus/wm> collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

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**B. Conditions of Entry**

**1. Introduction**

- 1.1 These conditions of entry must be read together with the Schedule to 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 Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”). To the extent that there is any inconsistency between these conditions of entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. 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 Organizer 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 Promotion Period, make Gifts substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organizer’s decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

**2. Promotion Entries**

- 2.1 By submitting an entry to the Promotion, 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 Promotion, 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 Promotion shall be borne by the Participant.

2.3 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 A**

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 Promotion and submitting any personal information.

3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion 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.

### **4. Eligibility B**

The following groups of persons shall be eligible to participate in the Promotion:

- (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 Promotion 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 Promotion by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.

5.3 In the event of a disqualification after a Gift has been awarded, the Organiser reserves the right to demand for the return of the Gift or payment of its value from the disqualified Participant.

### **6. Gifts**

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Gifts in accordance with the Gift Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Gifts will be dealt with.
- 6.2 Gifts 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 Gift shall be the responsibility of the Winner.
- 6.4 All Gifts must be taken according to the terms and conditions of the Organiser, its agents, sponsor or third party providing the Gift.
- (a) **Tickets to an Event:**  
The Organiser is not liable for any cancellation or re-scheduling that may prevent a Gift fulfilment. Tickets can only be used on the date(s) specified on the ticket.
- (b) **Travel/Holiday Gifts:**  
If travel is offered as a Gift, flights and accommodation are subject to availability at time of booking. The Gift 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 Gift(s) are given out on an “as it is” basis. The Gift shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Gift to the fullest extent permitted by law.
- 6.6 Gifts 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 Gift winner, the Participant must be accompanied by their parent/legal guardian throughout the Gift 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 Promotion (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and promotion 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 Promotion 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 Promotion, acceptance of any Gift, and/or the use of the Participant’s entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions,

## **10. Limitation of Liability**

10.1 The Participant’s participation in the Promotion 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 Promotion, as well as the redemption and/or utilisation of any Gift won.

## **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 Promotion 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 promotional materials) in connection with this Promotion, in particular that relates to the Gift, are the properties of their respective owners. This Promotion 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 Promotion.

11.5 Where the Terms and Conditions of the Promotion 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 Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

- 12.1 By participating in the Promotion, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in [www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privacy\\_notice\\_bm](http://www.nestle.com.my/info/privacy_notice_bm).