



Good food, Good life

## TERMS AND CONDITIONS

### Schedule to Conditions of Entry

<b><u>Organizer:</u></b>	Nestlé® Products Sdn. Bhd. [197901000966]
<b><u>Promotion:</u></b>	Nestlé® Start Well & Stay Well® Club Exclusive Members-Only Offer 50% Off First Purchase through Nestlé® Start Well & Stay Well® Careline
<b><u>Promotion Period:</u></b>	Year round unless stated otherwise on the Nestlé® Start Well & Stay Well® website.
<b><u>Eligibility:</u></b>	The Promotion is open to only registered Nestlé® Start Well & Stay Well® Club members during the Promotion Period, who are legal residents of Malaysia aged 18 years and above with children aged 6 months and above (on CERELAC products) and/or 12 months and above (for Growing Up Milk) as at the start of the Promotion Period.
<b><u>Participating Products:</u></b>	<p>The participating Infant Cereals (complementary food) and Growing Up Milk products are as per listed below ["Products"]:</p> <p>INFANT CEREAL (complementary food) :</p> <ul style="list-style-type: none"> <li>i. CERELAC® infant cereal</li> <li>ii. CERELAC® NutriPuffs®</li> <li>iii. CERELAC® Nutribites™</li> <li>iv. CERELAC® Citarasa Ibu™</li> </ul> <p><b>IMPORTANT NOTICE:</b> CERELAC® not to be given to the infants below 6 months of age unless advised by health professionals. For optimal infant health, breastfeeding should continue up to 2 years of age along with complementary feeding.</p> <p>GROWING UP MILK :</p> <ul style="list-style-type: none"> <li>v. LACTOGROW® 3 &amp; LACTOGROW® 4</li> <li>vi. LACTOGROW® Aktif 1-3 tahun &amp; LACTOGROW® Aktif 4-6 tahun</li> <li>vii. NANKID OPTIPRO® 3 &amp; NANKID OPTIPRO® 4</li> <li>viii. NANKID OPTIPRO HA® 3</li> </ul> <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</p>

	<p>breastfeeding up to two years of age. LACTOGROW® 3, LACTOGROW® 4, LACTOGROW® Aktif 1 – 3 tahun, LACTOGROW® Aktif 4 – 6 tahun, NANKID OPTIPRO® 3, NANKID OPTIPRO® 4, and NANKID OPTIPRO HA® 3 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>
<p><b><u>Participation Method</u></b></p>	<p>The 50% discount is only applicable for users who have successfully registered as a Nestlé® Start Well &amp; Stay Well® Club member via the Nestlé® Start Well &amp; Stay Well® website at <a href="https://www.startwell.nestle.com.my/profile/register">https://www.startwell.nestle.com.my/profile/register</a>. This said 50% discount is only available via our Careline Experts. There are three options available to get in contact with our Careline Experts:</p> <ul style="list-style-type: none"> <li>i. Option 1: Wait for a call from our Careline Experts at 1-800-88-3433.</li> <li>ii. Option 2: Call our Careline Experts at 1-800-88-3433.</li> <li>iii. Option 3: Drop an email to our Careline Experts at <a href="mailto:websitefeedback.csc@my.nestle.com">websitefeedback.csc@my.nestle.com</a>.</li> </ul> <p>Kindly provide your Full Name and Phone Number in your email to and/or during your call with our Careline Experts.</p>
<p><b><u>Prizes:</u></b></p>	<p><b><u>50% Discount</u></b></p> <p>This 50% discount is applicable for only one (1) purchase of a Participating Product [purchase is limited to only one (1) unit and smallest package weight of said Participating Product]. You may choose which Participating Product you would like to purchase with this 50% discount.</p>
<p><b><u>Additional Terms</u></b></p>	<ul style="list-style-type: none"> <li>a. This discount can only be used once. Once you have redeemed this discount via our Careline Experts, you are not permitted to utilize the discount again for another purchase unless the Organizer states otherwise.</li> <li>b. This discount cannot be used in conjunction with other ongoing promotions /discounts /vouchers.</li> <li>c. 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 Co-Organizer’s control such as governmental interference, civil commotion, 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.</li> </ul>

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/privacy-policy> 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**

- 1.1 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 Co-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 Co-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 Co-Organizer shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Co-Organizer 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 Co-Organizer), from their parents/legal guardians before participating in the Promotion and submitting any personal information.

3.2 The Co-Organizer 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. Not Eligible**

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

- (a) Employees of the Co-Organizer and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Co-Organizer'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:

- (a) 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 Co-Organizer 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 Co-Organizer when requested.

5.3 In the event of a disqualification after a Gift has been awarded, the Co-Organizer 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 Co-Organizer, 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 Co-Organizer 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 Co-Organizer.
- 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 Co-Organizer, its agents, sponsor or third party providing the Gift.

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

The Co-Organizer 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 Co-Organizer, 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 Co-Organizer 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 Co-Organizer 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 Co-Organizer 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 Co-Organizer, 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 Co-Organizer.

**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 Co-Organizer. The Co-Organizer 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 Co-Organizer, 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 Co-Organizer, 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 utilization of any Gift won.

## **11. General**

11.1 The Co-Organizer, 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 Co-Organizer are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Co-Organizer’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 Co-Organizer 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 Co-Organizer.

- 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 Co-Organizer in accordance with the Privacy Notice in [https://www.nestle.com.my/info/privacy\\_notice](https://www.nestle.com.my/info/privacy_notice).