



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>	NESTLÉ BELI & TEBUS [“Promotion”].
<b>3. <u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 01/06/2023 and closes at 23:59:59 on 31/07/2023.
<b>4. <u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period, with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
<b>5. <u>Participating Products:</u></b>	<p>The participating products are as per listed below [“Products”]:</p> <ul style="list-style-type: none"> <li>a. LACTOGROW® Aktif 1-3 years 850g</li> <li>b. LACTOGROW® Aktif 4-6 years 850g</li> <li>c. LACTOGROW® 3 (all variants)</li> <li>d. LACTOGROW® 4 (all variants)</li> <li>e. NANKID OPTIPRO® 3 (all variants)</li> <li>f. NANKID OPTIPRO® 4 (all variants)</li> <li>g. NANKID OPTIPRO® HA® 3</li> <li>h. CERELAC® (all variants)</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 breastfeeding up to two years of age. LACTOGROW® Aktif 1-3 years, LACTOGROW® Aktif 4-6 years, LACTOGROW® 3, LACTOGROW® 4, 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>
<b>6. <u>Participation Method:</u></b>	a. To participate in the Promotion and redeem, purchase a minimum of Ringgit Malaysia Twenty Five [RM25] [“Minimum Purchase”] of any Products in a single original receipt from any instore outlets [“Receipt”] and/or invoice and/or order screenshot from online merchants LAZADA NESTLÉ Flagship Store

and/or NESTLÉ (Sold by Shopee) Official Store ["Invoice"] during the Promotion Period.

b. Instore Outlets Receipt:

- i. The Receipt can come in the form of printed receipts from point-of-sale systems and/or hand-written receipts for instore outlet purchases. The Receipt must bear the name and/or logo of the outlet at which the purchase was made. If this is absent, the Receipt needs to be stamped with the official company stamp of the outlet at which the purchase is made.
- ii. The Receipt must also bear the date of purchase, Products purchased, purchase amount, Receipt number and name and/or logo of the outlet ["Receipt Details"].

c. Online Merchants Invoice:

- i. The Invoice can come in the form of a screenshot of invoice and/or order for online purchases from online merchants LAZADA NESTLÉ Flagship Store and/or NESTLÉ (Sold by Shopee) Official Store only. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made. For online purchases with promotion codes and/or discount vouchers, the final paid amount must be the Minimum Purchase amount and above to qualify.
- ii. The Invoice must also bear the date of purchase, Products purchased, purchase amount, order and/or invoice number and name and/or logo of the online merchant ["Invoice Details"].

d. The Promotion participation method is via WhatsApp only. Participants may submit as many entries as they wish but **each unique Receipt and/or Invoice is ONLY eligible for one [1] entry submission**. The Organiser shall reserve the right to disqualify any Entries with reprinted Receipt and/or Invoice and/or duplicated Receipt and/or Invoice and/or Images containing more than one [1] Receipt and/or Invoice.

e. Participants may redeem and choose their e-Wallet as per below, either:

- i. Touch 'n Go eWallet Reload PIN ["Touch 'n Go"] or,
- ii. Boost Credit Redemption Code ["Boost"] or
- iii. SPayGlobal e-Credit ["SPayGlobal"].

f. To submit entries via WhatsApp:

- i. Write on the front of the Receipt and/or type in the Invoice screenshot your full name, identification number and the e-Wallet you want to redeem i.e.: Touch 'n Go or Boost or SPayGlobal ["Personal Details"].  
For example:  
*Aleena binti Ali 900102148586 Boost*
- ii. Snap one [1] clear and legible picture/image of one [1] Receipt and/or Invoice complete with your Personal Details and Receipt and/or Invoice

	<p>Details [“Image”]. One [1] Image must contain only one [1] Receipt and/or Invoice.</p> <p>iii. Send “consentWA” via WhatsApp to <b>6018 322 1233</b> from any mobile number registered in Malaysia. This is to provide your consent to submit via WhatsApp application from the above stated WhatsApp number. You will only have to provide us your consent once.</p> <p>iv. Once you have provided your consent, you may proceed to submit your Image to <b>6018 322 1233</b> [“WhatsApp Entry”].</p> <p>v. The Organiser will send an auto-reply acknowledgment message for the first WhatsApp Entry received by each mobile number only.</p> <p>g. The Organiser will process all Entries received for further processing. Unclear Images, illegible and incomplete Entries will be disqualified without further notification to the Participants for such disqualified Entries.</p> <p>h. The Organiser shall reserve the right to request for evidence of the original Receipt and/or Invoice [hardcopy] for verification and prize redemption. Failure to produce the original Receipt and/or Invoice upon request will result in disqualification and forfeiture.</p> <p>i. Participants with purchases from any exclusive instore outlets listed below [“Exclusive Outlets”], during the Promotion Period will also stand a chance to win additional prizes. Please refer to clauses 11 to 14.</p> <ul style="list-style-type: none"> <li>i. GIANT,</li> <li>ii. BILLION,</li> <li>iii. LOTUS’S,</li> <li>iv. MYDIN,</li> <li>v. ECONSAVE, and</li> <li>vi. MANJAKU.</li> </ul>						
<p><b>7. <u>Redemption:</u></b></p>	<p>a. The Redemption is limited to the first Ringgit Malaysia Three Hundred Thousand [RM300,000] worth of combined e-Wallet credits [from Touch ‘n Go, Boost and SPayGlobal] redeemed throughout the Promotion Period. In the event the total Ringgit Malaysia Three Hundred Thousand [RM300,000] of combined e-Wallet Redemptions are completely redeemed, the Organiser will update the status in the Promotion Website at:  <a href="https://www.startwell.nestle.com.my/promotions/onground-promo/beli-dan-tebus-2023">https://www.startwell.nestle.com.my/promotions/onground-promo/beli-dan-tebus-2023</a>.</p> <p>b. The Promotion Redemption is divided into four [4] tiers and Participants are eligible to redeem as per below:</p> <table border="1" data-bbox="405 1816 1477 2018"> <thead> <tr> <th data-bbox="405 1816 517 1899">TIER</th> <th data-bbox="517 1816 1066 1899">PRODUCTS PURCHASED TOTAL AMOUNT</th> <th data-bbox="1066 1816 1477 1899">REDEEM</th> </tr> </thead> <tbody> <tr> <td data-bbox="405 1899 517 2018">1</td> <td data-bbox="517 1899 1066 2018">FROM RM25.00 TO RM69.99</td> <td data-bbox="1066 1899 1477 2018">One [1] RM3 e-Wallet (Touch ‘n Go <u>or</u> Boost <u>or</u> SPayGlobal)</td> </tr> </tbody> </table>	TIER	PRODUCTS PURCHASED TOTAL AMOUNT	REDEEM	1	FROM RM25.00 TO RM69.99	One [1] RM3 e-Wallet (Touch ‘n Go <u>or</u> Boost <u>or</u> SPayGlobal)
TIER	PRODUCTS PURCHASED TOTAL AMOUNT	REDEEM					
1	FROM RM25.00 TO RM69.99	One [1] RM3 e-Wallet (Touch ‘n Go <u>or</u> Boost <u>or</u> SPayGlobal)					

2	FROM RM70.00 TO RM149.99	One [1] RM10 e-Wallet (Touch 'n Go <u>or</u> Boost <u>or</u> SPayGlobal)
3	FROM RM150.00 TO RM299.99	One [1] RM25 e-Wallet (Touch 'n Go <u>or</u> Boost <u>or</u> SPayGlobal)
4	FROM RM300.00 AND ABOVE	One [1] RM60 e-Wallet (Touch 'n Go <u>or</u> Boost <u>or</u> SPayGlobal)

**Note: Each Participant [by unique identification number as per submission] is limited to only three (3) Redemptions throughout the Promotion Period.**

- c. Participants are required to write their choice of e-Wallet on the Receipt and/or Invoice when they submit their Entries. The Organiser will assign the e-Wallets according to the Participant's choice as stated in the Entry submission.
- i. Participants redeeming Touch 'n Go eWallet Reload PIN:  
The Organiser's service provider will send the codes for Touch 'n Go eWallet Reload PIN to the Participants via the Promotion Official WhatsApp Number at **6018 322 1233** to mobile numbers of all the verified and successful Participants within fifteen [15] working days from the Entry submission.
  - ii. Participants redeeming Boost Credit Redemption Code:  
The Organiser's service provider will send the codes for Boost Credit Redemption Code to the Participants via the Promotion Official WhatsApp Number at **6018 322 1233** to mobile numbers of all the verified and successful Participants within fifteen [15] working days from the Entry submission.
  - iii. Participants redeeming SPayGlobal e-Credit:  
The SPayGlobal e-Credit will be credited by S PAY GLOBAL App to the Spay Username, NRIC number and the mobile number of all the verified and successful Participants within twenty-one [21] working days from the Entry submission.
- d. All unclaimed e-Wallet after the deadline set by the Organiser as stated in the WhatsApp messages and S PAY GLOBAL App will be forfeited. The Organiser reserves the rights to substitute any prize for an alternative of equal or greater value.
- e. All Participants must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet credit[s]. The following are the terms and conditions of the vendors:
- i. Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; <https://www.touchngo.com.my/assets/pdf/user-tnc.pdf>

- ii. Usage of the Boost Credit Redemption Code is subject to Axiata Digital eCode Sdn Bhd Terms & Conditions; <https://www.myboost.com.my/terms/>
  - iii. Usage of the SPayGlobal e-Credit is subject to SiliconNet Technologies Sdn Bhd's Terms & Conditions; <https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html>
- f. The Organiser will not be held responsible if any of the e-Wallet credits (Touch 'n Go, Boost or SPayGlobal) cannot be delivered or deployed to the Participants due to any change, error and/or difference in the mobile contact number submitted to the Organizer during Promotion Entry submission. Upon request, all qualified Participants must provide their personal details to the Organiser for e-Wallet fulfilment.
- g. The Organiser reserves the right at its absolute discretion to extend the timeline of e-Wallet credit delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the e-Wallet credit[s] to the Participant[s]. All unclaimed e-Wallet[s] after 31/10/2023 will be forfeited.

**8. Exclusive Outlets Contests:**

- a. For Participants with purchases from any of the Exclusive Outlets, during the Promotion Period will be eligible to potentially win additional Prizes as per listed below:

EXCLUSIVE OUTLETS ADDITIONAL PRIZES TO BE WON		
<b>GIANT</b>		
<b>WEEKLY PRIZES</b>	Ten [10] Weekly Prizes X 8 Weeks	RM50 GIANT Vouchers.
<b>BILLION</b>		
<b>WEEKLY PRIZES</b>	One [1] Weekly Prize X 8 Weeks	SAMSUNG GALAXY A14 LTE 6+ 1287GB SM-A145 worth RM799.
<b>LOTUS'S</b>		
<b>WEEKLY PRIZES</b>	One [1] Weekly Prize X 8 Weeks	RM500 LOTUS'S Vouchers.
<b>MAIN PRIZES</b>	One [1] Grand Prize	Thermomix TM6 worth RM7488.
	Eighty [80] Consolation Prizes	RM100 LOTUS'S Vouchers.
<b>ECONSAVE</b>		
<b>WEEKLY PRIZES</b>	One [1] Weekly Prize X 8 Weeks	RM1000 ECONSAVE Vouchers.

	<b>MAIN PRIZES</b>	One [1] Grand Prize	RM5000 ECONSAVE Vouchers.
		Eighty [80] Consolation Prizes	RM100 ECONSAVE Vouchers.
	<b>MYDIN</b>		
	<b>WEEKLY PRIZES</b>	One [1] Weekly Prize X 8 Weeks	Philips Airfryer (HD9200/91) worth RM499 and RM300 Mydin Vouchers.
	<b>MAIN PRIZES</b>	One [1] Grand Prize	Electric car worth RM799 and RM1000 MYDIN Vouchers.
		Eighty [80] Consolation Prizes	RM50 MYDIN Vouchers.
	<b>MANJAKU</b>		
	<b>WEEKLY PRIZES</b>	Ten [10] Weekly Prizes X 8 Weeks	Manjaku Voucher worth RM100.
	<b>MAIN PRIZES</b>	One [1] Grand Prize	Travel Voucher to Langkawi worth RM6,000.
		Two [2] First Prizes	KitchenAid Artisan 4.8L Tilt-Head Stand Mixer With Twin Bowls (5KSM175PS) worth RM3799.
		Four [4] Consolation Prizes	Zwilling Cookware Set worth RM1198.
	<p>b. The Weekly Prizes will be given out during the eight [8] weekly periods as per below:</p> <p>Week 1: 01/06/2023 – 09/06/2023      Week 2: 10/06/2023 – 16/06/2023  Week 3: 17/06/2023 – 23/06/2023      Week 4: 24/06/2023 – 30/06/2023  Week 5: 01/07/2023 – 07/07/2023      Week 6: 08/07/2023 – 14/07/2023  Week 7: 15/07/2023 – 21/07/2023      Week 8: 22/07/2023 – 31/07/2023</p>		
<b>9. <u>Judging Details for Exclusive Outlets – Weekly Prizes:</u></b>	<p>a. As part of Exclusive Outlets – Weekly Prize Finalists’ selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful entry each week, throughout the Promotion Period according to the Exclusive Outlets [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1” for each Exclusive Outlets.</p>		

	<p>b. The total serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries for the week [“Total Weekly Qualified Entries”].</p> <p><u>EXAMPLE 1 – GIANT</u>: Assuming <u>GIANT</u> Total Weekly Qualified Entries received for the week is 1203 the Organiser will compute and select the finalists based on the following:</p> <p>i. <b>Weekly selection of ten [10] GIANT Weekly Prize Finalists: <math>1203 \div 10 = 120.3</math>.</b> Since dividing 1203 with 10 will result in a number with decimal value, the number 120.3 will be rounded down to <b>120</b>. The following 10 Participants with GIANT Qualified Entries of the week bearing the following serial numbers will be selected: 120*, 240*, 360*, 480, 600, 720 and so forth [*computation example: <u>120</u>, <math>120+120=240</math>, <math>240+120=360</math>].</p> <p><u>EXAMPLE 2 – BILLION</u>: Assuming <u>BILLION</u> Total Weekly Qualified Entries received for the week is 1129 the Organiser will compute and select the finalists based on the following:</p> <p>i. <b>Weekly selection of one [1] BILLION Weekly Prize Finalist: <math>1129 \div 2 = 564.5</math>.</b> Since dividing 1129 with 2 will result in a number with decimal value, the number 564.5 will be rounded down to 564. The Participant with BILLION Qualified Entry of the week bearing the serial number 564 will be selected.</p>
<p><b>10. <u>Judging</u></b> <b><u>Details for</u></b> <b><u>Exclusive</u></b> <b><u>Outlets –</u></b> <b><u>Main Prizes:</u></b></p>	<p>a. As part of the Exclusive Outlets – Main Prize Finalists’ selection process, all Qualified Entries collected and processed by the Organiser during the weekly Finalists’ selection process and throughout the weekly periods according to the Exclusive Outlets will separately be allocated a set of serial numbers starting from serial number “1” for each Exclusive Outlets.</p> <p>b. The total serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”].</p> <p><u>EXAMPLE 1 – LOTUS’S</u>: Assuming <u>LOTUS’S</u> Total Qualified Entries received is <b>11119</b> the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of one [1] LOTUS’S Grand Prize Finalist: <math>11119 \div 2 = 5559.5</math>.</b> Since dividing 11119 with 2 will result in a number with decimal value, the number 5559.5 will be rounded down to 5559. The Participant with LOTUS’S Qualified Entry bearing the serial number 5559 will be selected.</p> <p>ii. <b>Selection of eighty [80] LOTUS’S Consolation Prize Finalist: <math>11119 \div 80 = 138.9</math>.</b> Since dividing 11119 with 80 will result in a number with decimal value, the number 138.9 will be rounded down to 138. The following 80 Participants with LOTUS’S Qualified Entries bearing the following serial numbers will be selected: 138*, 276*, 414*, 552, 690, 828 and so forth [*computation example: <u>138</u>, <math>138+138=276</math>, <math>276+138=414</math>].</p>

	<p><b>EXAMPLE 2 – MANJAKU:</b> Assuming MANJAKU Total Qualified Entries received is <b>15002</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of one [1] MANJAKU Grand Prize and two [2] First Prize Finalists: <math>15002 \div 3 = 5000.6</math>.</b> Since dividing 15002 with 3 will result in a number with decimal value, the number 5000.6 will be rounded down to 5000. The Participant with the MANJAKU Qualified Entry bearing the serial number:</p> <ul style="list-style-type: none"> <li>• 5000 will be selected as the MANJAKU Grand Prize Finalist.</li> <li>• 10000 and 15000 will be selected as the MANJAKU First Prize Finalists.</li> </ul> <p>ii. <b>Selection of four [4] MANJAKU Consolation Prize Finalists: <math>15002 \div 4 = 3750.5</math>.</b> Since dividing 15002 with 4 will result in a number with decimal value, the number 3750.5 will be rounded down to 3750. The following 4 Participants with MANJAKU Qualified Entries bearing the following serial numbers will be selected: 3750*, 7500*, 11250* and 15000 [*computation example: <u>3750</u>, <math>3750+3750=7500</math>, <math>7500+3750 =11250</math>].</p>
<p><b>11. <u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 31/07/2023. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p><b>12. <u>Additional Terms:</u></b></p>	<p>a. The Organiser will contact all selected Exclusive Outlets Finalists via WhatsApp from <b>6018 322 1233</b> to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalist will be given one [1] question to answer. The selected Finalist must answer the question posted by the Organiser correctly in order to win the Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalist cannot be contacted for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win only:</p> <ol style="list-style-type: none"> <li>i. one [1] Exclusive Outlet GIANT Weekly Prize,</li> <li>ii. one [1] Exclusive Outlet BILLION Weekly Prize,</li> <li>iii. one [1] Exclusive Outlet LOTUS’S Weekly Prize,</li> <li>iv. one [1] Exclusive Outlet LOTUS’S Main Prize of the highest value,</li> <li>v. one [1] Exclusive Outlet MYDIN Weekly Prize,</li> <li>vi. one [1] Exclusive Outlet MYDIN Main Prize of the highest value,</li> <li>vii. one [1] Exclusive Outlet ECONSAVE Weekly Prize,</li> <li>viii. one [1] Exclusive Outlet ECONSAVE Main Prize of the highest value,</li> <li>ix. one [1] Exclusive Outlet MANJAKU Weekly Prize, and</li> <li>x. one [1] Exclusive Outlet MANJAKU Main Prize of the highest value.</li> </ol> <p>c. Upon request, all Winners must provide their relevant personal details to the Organiser for e-Wallet and prizes fulfilment.</p> <p>d. All Prizes will be delivered via courier to the address from which the Organiser received in the Entry within 6 – 8 weeks from the closing date of the Promotion.</p>



	<p>e. The Organiser retains the right to substitute the redemption item and/or Prizes with another redemption item and/or Prize of similar value in the event the original redemption item and/or Prize offered is not available.</p> <p>f. The Organizer shall not be liable for any loss or damage that occurs to the redemption items during the delivery process. Any other additional costs [i.e.: travel expenses, transportation cost, duties and taxes] involved to redeem or collect the redemption items shall be borne by the winner at their own cost.</p> <p>g. 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, 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>
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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/promotions/onground-promo/beli-dan-tebus-2023>. 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 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 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 Organiser'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 [https://www.nestle.com.my/info/privacy\\_notice](https://www.nestle.com.my/info/privacy_notice).
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [https://www.nestle.com.my/info/privacy\\_policy/privacy\\_bm](https://www.nestle.com.my/info/privacy_policy/privacy_bm).