



NESTLÉ® START WELL STAY WELL® CLUB MEMBER REGISTRATION CAMPAIGN

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. [197901000966]
Promotion	NESTLÉ® START WELL STAY WELL® CLUB MEMBER REGISTRATION CAMPAIGN
Promotion Period	15 th October 2023 – 31 December 2023
Eligibility	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.
Entry Method	<p>(1) Complete all mandatory form detail requirements together with a valid username linked to an active and valid Shopee account at https://www.startwell.nestle.com.my/nankid-optipro-ha-free-shipping to join as a Nestlé® Start Well Stay Well® Club member during the Promotion Period.</p> <p>(2) Ensure that your registration as a member is successful and that the Shopee username provided during registration corresponds to a valid and active account as the RM8 free shipping voucher will be credited straight to the account.</p> <p>(3) To find your Shopee username under your Shopee account, please refer here: https://help.shopee.com.my/portal/article/79010-%5bAccount-Security%5d-How-do-I-find-my-%3Cem%3EShopper%3C%2Fem%3E-%3Cem%3Eusername%3C%2Fem%3E?previousPage=search%20results%20page</p> <p>IMPORTANT NOTICE: 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</p>

	<p>introduction of adequate nutritious complementary foods, along with continued breastfeeding up to two years of age. NANKID OPTIPRO® HA®3 is not a breast milk 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>
Redemption Conditions	<ol style="list-style-type: none"> 1. Upon successful registration as a new member of Nestlé®Start Well Stay Well® Club, all submissions will be verified by the Organiser. 2. Each successful registration as a new member in Nestlé®Start Well Stay Well® Club will be entitled to one (1) RM8 Free Shipping voucher that will be credited to the Shopee account following the Shopee username provided during registration for membership to Nestlé®Start Well Stay Well® Club. 3. The voucher will be credited to the Shopee account within a minimum of twenty-one (21) working days upon registration. 4. An email will be sent to the user's email address to notify that the RM8 free shipping voucher has been credited to the user's registered account if the registration was successful. 5. In the event the voucher credit to the user's account is unsuccessful due to the user already being an existing member of Nestlé®Start Well Stay Well® Club, an email will be sent to notify the user that they are not eligible for the RM8 Free Shipping Voucher. 6. If an invalid Shopee username was provided for a valid registration as a new member Nestlé®Start Well Stay Well® Club, the user will be sent an email with instructions on how to resubmit their Shopee Username to redeem the RM8 Free Shipping Voucher. 7. The RM8 free shipping voucher will be redeemable as follows: <p>Step 1: Download "Shopee" on your mobile or tablet device from the App store.</p> <p>Step 2: Log on to the Shopee account linked to the Shopee username provided during membership registration to Nestlé®Start Well Stay Well® Club.</p> <p>Step 3: Press the "Me" tab on the bottom right corner of the application.</p> <p>Step 4: Select "My Vouchers" to find and access the voucher.</p> <p>Step 5: To redeem the voucher, refer here: https://help.shopee.com.my/portal/article/78467-%5bFree-Shipping%5d-How-do-I-use-my-Free-Shipping-Voucher%3FpreviousPage=other+articles&previousPage=other%20articles</p> 8. Free shipping subsidies are capped at the values as listed below:

	<ul style="list-style-type: none"> • RM8 for West Malaysia. • RM8 for Sabah & Sarawak. <p>9. Each user registered to Nestlé® Start Well Stay Well® Club via this Promotion can only redeem the voucher once under the assigned Shopee account linked to the username provided during registration. Voucher redemption is not limited to one per household of the same address</p> <p>10. Each Free Shipping Voucher can be applied up to a maximum of 1 order only.</p> <p>11. This Voucher is valid for West Malaysia, Sabah & Sarawak delivery on their respective free shipping channels.</p> <p>12. There is no minimum spend on this voucher.</p> <p>13. Use of this voucher is limited to storewide purchases on NANKID® Official Store on Shopee only.</p> <p>14. This Voucher is valid for 6 months from the date in which the voucher is credited to the user's account as stipulated in the details of the voucher credited to the user's Shopee account as well as in the email notification to the use..</p> <p>15. The redemption is limited to the first three thousand (3,000) new and valid sign ups to Nestlé® Start Well Stay Well® Club throughout the Promotion Period. In the event the total of three thousand (3,000) RM8 free shipping vouchers are completely redeemed, the Organiser will update the status in the Promotion at: https://www.startwell.nestle.com.my/brand/nankid-optipro?gclid=EAlaIQobChMI_Nyl4Y7KgQMV66hmAh27rwUTEAAYASAAEgK4L_D_BwE</p>
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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 Promotion (hereinafter referred to as "Participants", "Participant", "You", "you", "your").*

A. 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. Disqualification

- 4.1 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.
- 4.2 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.
- 4.3 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.

5. Gifts

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.

- 5.5 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.
- 5.6 Gifts must be claimed in person unless the Organiser prescribes other modes of collection.
- 5.7 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.

6. 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.

7. 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.

8. 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,

9. Limitation of Liability

- 9.1 The Participant’s participation in the Promotion shall be at the Participant’s own risk.

- 9.2 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.

10. General

- 10.1 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.
- 10.2 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
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

11. Privacy Notice

- 11.1 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.
- 11.2 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.