



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>	<b>PERADUAN REZEKI RAYA DIKONGSI BERSAMA</b> [“Promotion”].																						
<b>3. <u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 21/03/2024 and closes at 23:59:59 on 30/04/2024.																						
<b>4. <u>Eligibility:</u></b>	<p>a. The Promotion is for legal residents of Malaysia aged 18 years and above and with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.</p> <p>b. The Promotion is ONLY available at [“Outlets”]. :</p> <ul style="list-style-type: none"> <li>• Offline/In-store purchase: Lotus’s Outlet nationwide</li> <li>• Online Purchase: <a href="https://www.lotuss.com.my">https://www.lotuss.com.my</a></li> </ul>																						
<b>5. <u>Participating Products:</u></b>	<p>The participating products are as per listed below [“Products”]:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>CERELAC MULTIGRAIN &amp; GARDEN VEGETABLES (250g)</td></tr> <tr><td>CERELAC NUTRIBITES ORIGINAL (180g)</td></tr> <tr><td>CERELAC OAT, WHEAT &amp; PRUNE (250g)</td></tr> <tr><td>CERELAC PUFFS BANANA &amp; ORANGE (50g)</td></tr> <tr><td>CERELAC PUFFS BANANA &amp; STRAWBERRY (50g)</td></tr> <tr><td>CERELAC PUFFS BROCCOLI &amp; CARROT (25g)</td></tr> <tr><td>CERELAC PUFFS ZUCCHINI &amp; ONION 25g</td></tr> <tr><td>CERELAC RICE &amp; CHICKEN (250g)</td></tr> <tr><td>CERELAC RICE &amp; MIXED VEGETABLES (250g)</td></tr> <tr><td>CERELAC RICE &amp; MIXED FRUITS (250g)</td></tr> <tr><td>CERELAC WHEAT, BANANA &amp; PRUNE (250g)</td></tr> <tr><td>LACTOGROW 3 (1.3kg) PERCUMA 100g</td></tr> <tr><td>LACTOGROW 4 (1.3kg) PERCUMA 100g</td></tr> <tr><td>LACTOGROW AKTIF 1-3 TAHUN (850g)</td></tr> <tr><td>LACTOGROW AKTIF 1-3 TAHUN (850g) PERCUMA 100g</td></tr> <tr><td>LACTOGROW AKTIF 1-3 TAHUN (900g)</td></tr> <tr><td>LACTOGROW AKTIF 4-6 TAHUN (850g)</td></tr> <tr><td>LACTOGROW AKTIF 4-6 TAHUN (850g) PERCUMA 100g</td></tr> <tr><td>LACTOGROW AKTIF 4-6 TAHUN (900g)</td></tr> <tr><td>LACTOGROW PROBIO 3 (1.2kg)</td></tr> <tr><td>LACTOGROW PROBIO 3 (1.2kg) PERCUMA 100g</td></tr> <tr><td>LACTOGROW PROBIO 3 (600g)</td></tr> </table>	CERELAC MULTIGRAIN & GARDEN VEGETABLES (250g)	CERELAC NUTRIBITES ORIGINAL (180g)	CERELAC OAT, WHEAT & PRUNE (250g)	CERELAC PUFFS BANANA & ORANGE (50g)	CERELAC PUFFS BANANA & STRAWBERRY (50g)	CERELAC PUFFS BROCCOLI & CARROT (25g)	CERELAC PUFFS ZUCCHINI & ONION 25g	CERELAC RICE & CHICKEN (250g)	CERELAC RICE & MIXED VEGETABLES (250g)	CERELAC RICE & MIXED FRUITS (250g)	CERELAC WHEAT, BANANA & PRUNE (250g)	LACTOGROW 3 (1.3kg) PERCUMA 100g	LACTOGROW 4 (1.3kg) PERCUMA 100g	LACTOGROW AKTIF 1-3 TAHUN (850g)	LACTOGROW AKTIF 1-3 TAHUN (850g) PERCUMA 100g	LACTOGROW AKTIF 1-3 TAHUN (900g)	LACTOGROW AKTIF 4-6 TAHUN (850g)	LACTOGROW AKTIF 4-6 TAHUN (850g) PERCUMA 100g	LACTOGROW AKTIF 4-6 TAHUN (900g)	LACTOGROW PROBIO 3 (1.2kg)	LACTOGROW PROBIO 3 (1.2kg) PERCUMA 100g	LACTOGROW PROBIO 3 (600g)
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LACTOGROW PROBIO 4 (1.2kg) PERCUMA 100g
LACTOGROW PROBIO 4 (600g)
NANKID OPTIPRO 3 (2X650g)
NANKID OPTIPRO 4 (2X650g)
CERELAC RICE (500g)
CERELAC WHEAT & HONEY (500g)
CERELAC WHEAT, HONEY & DATES (250g)
LACTOGROW 3 (1.3kg)
LACTOGROW 3 (650g)
LACTOGROW 4 (1.3kg)
LACTOGROW 4 (650g)
NANKID OPTIPRO HA 3 (800g)
NANKID OPTIPRO 3 (1.2kg)
NANKID OPTIPRO 4 (1.2kg)
<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. NANKID OPTIPRO® 3, NANKID OPTIPRO® &amp; 4, NANKID OPTIPRO® HA 3, LACTOGROW® 3 &amp; LACTOGROW®4, LACTOGROW PROBIO® 3 &amp; LACTOGROW PROBIO® 4 LACTOGROW® Aktif 1-3 tahun &amp; LACTOGROW® Aktif 4-6 tahun are not breastmilk substitutes. We recommend that you speak to your healthcare professional about how to feed your child and seek advice on when to introduce these products.</p>

<p><b>6. Participation Method:</b></p>	<p><b>Online form Submission</b></p> <p>To participate in the Promotion, purchase participating products as listed worth a minimum of Ringgit Malaysia Fifteen (RM15.00) ("<b>Minimum Value</b>") only in a single receipt at any LOTUS'S outlet offline and/or LOTUS'S Online <a href="https://www.lotuss.com.my">https://www.lotuss.com.my</a> ("<b>Proof of Purchase</b>") issued within the Promotion Period.</p> <ol style="list-style-type: none"> <li>i. The Receipt is in the form of printed receipts from the LOTUS'S point of sale systems and/or LOTUS'S ONLINE Official Store e-invoices for online purchases ["Receipt"].</li> <li>ii. The Receipt must bear the receipt number, name and/or logo of the outlet and at which the purchase was made and all the purchased Products clearly stated ["Receipt Details"].</li> </ol> <ol style="list-style-type: none"> <li>A. Scan the QR Code shown on the leaflet or visit the Promotion Website at <a href="https://nes.tl/RezekiRaya2024">https://nes.tl/RezekiRaya2024</a></li> <li>B. Complete all the mandatory details required i.e.: Full Name, NRIC No, Mobile Number [WhatsApp activated], Email Address.</li> <li>C. picture/image in jpeg format of one [1] Receipt completes with your Receipt Details ["Image"]</li> <li>D. upload the picture of Proof of Purchase and submit.</li> </ol> <ol style="list-style-type: none"> <li>1. For a Minimum Value of Ringgit Malaysia Fifteen (RM15.00) in a single Proof of Purchase shall constitute as (1) one entry ("<b>Entry</b>"); which one (1) serial number will be given automatically but limited to a maximum Twenty (20) serial numbers per one (1) Proof of Purchase. Any excess amount will be forfeited.</li> <li>2. For example: <ol style="list-style-type: none"> <li>a) For Proof of Purchase with RM30.00 of participating products, two (2) serial numbers will be given.</li> <li>b) For Proof of Purchase with RM60.00 of participating products, four (4) serial numbers will be given.</li> <li>c) For Proof of Purchase with RM75.00 of participating products, five (5) serial numbers will be given.</li> <li>d) For Proof of Purchase with RM300.00 of participating products, twenty (20) serial numbers will be given.</li> <li>e) For Proof of Purchase with RM600.00 of participating products, Twenty (20) serial numbers will be given.</li> </ol> </li> <li>3. Multiple Entry(ies) by the same Participant with different Proof of Purchase during the Promotion Period is allowed in accordance with these terms and conditions.</li> <li>4. For online purchase, only tax invoice receipt clearly indicating the order number, invoice number, purchased goods and amount paid are accepted and will be considered as Proof of Purchase.</li> <li>5. The Organizer does not accept any alteration of Proof of Purchase in any form. Official receipt from in-store or online store will be accepted as Proof of Purchase. Handwritten receipt, purchase order, Order Details and/or delivery note will not be accepted as Proof of Purchase.</li> </ol>
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	<p>Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners the Organizer shall reserve the right to request for further evidence in the processing of the Entry including the original Proof of Purchase (hardcopy) and the identification documents for verification prior to the delivery of the Prizes. Failure to produce any of the foregoing documents within the stipulated time frame will result in disqualification and forfeiture of the Prizes.</p>
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The Organiser will process all Entries received. Incomplete Entry and unclear Images will be disqualified. The Organiser shall reserve the right to disqualify any Entries with reprinted Receipt, duplicated Receipt, Images containing more than one [1] Receipt, Receipts which do not contain the participating Products and/or Entries which do not satisfy any one or more of the requirements herein. For the avoidance of doubt, the Organiser may also, without further notification to the Participant, disqualify any Proof of Purchase if the Organiser suspects that a Participant submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.

<p><b>7. <u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 30/04/2024. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p><b>8. <u>Prizes:</u></b></p>	<p><b><u>Prizes:</u></b></p> <p>A) <b>Grand Prize: 1 x HABIB Cash Voucher</b> worth RM 2500  B) <b>Second Prize: 3 x SMEG hand blender set</b> worth RM 1225 each.  C) <b>Consolidation prize: 4 x Le-creuset Heritage Rectangular dish with Lid 3.8L (artichaut)</b> Worth RM 800 each.</p> <p><b><u>Winning Entitlement:</u></b>  Each participant is eligible to win a maximum of <b>one (1)</b> Prize only throughout the Promotion Period:  1 x Consolation Prize or  1 x Second Prize or;  1 x Grand Prize</p>
<p><b>9. <u>Judging Details and Winner Selection:</u></b></p>	<p><b><u>Verification of the Entry</u></b></p> <ol style="list-style-type: none"> <li>All required details and purchase requirement fulfilled;</li> <li>Clear snapshot of the Proof of Purchase indicating the <b>Participating Products</b>, receipt number, date, purchase value, outlet name and location.</li> <li>Validity of the purchase date.</li> <li>No alteration of receipt in any form; store name and location, item purchased, prices and transaction date.</li> <li>Handwritten receipt, purchase order and/or delivery note will not be accepted as Proof of Purchase.</li> </ol> <p><b><u>Shortlisted Entries</u></b></p> <ol style="list-style-type: none"> <li>Once an Entry is verified, shortlisted and selected based on the serial number selection method (refer below), the Participant with shortlisted Entry(ies) will be informed or contacted via WhatsApp from the contest number <b>013-6928572</b> to answer a simple Promotion question.</li> <li>The Participant with the shortlisted Entry(ies) must reply and provide the correct answer within the stipulated time frame to be eligible to win the Prize. Failing which will result in forfeiture of the Prize and the next Participant with the shortlisted Entry(ies) shall be selected as replacement. The Organizer will not be held liable in the event the Participant with the shortlisted Entry(ies) cannot be contacted for whatever reasons.</li> </ol> <p><b><u>WINNER SELECTION AND SHORTLISTING METHOD:</u></b></p> <p><b>1) <u>Grand Prize: 1 x HABIB Cash Voucher worth RM 2500</u></b></p> <p>There is one [1] x HABIB Cash Voucher Worth RM 2500 to be won throughout the Promotion Period.</p> <p>As part of the shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Promotion Period [each a "Qualified Entry" and collectively the "Qualified</p>

Entries”). A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.

The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming the Total Qualified Entries received throughout the Promotion Period is **13000**, the Organiser will compute and select the shortlisted winners based on the following example:

$$13000 \div 2 = \underline{6500^*}$$

In the event the computed number derived is with decimal value, the number will be rounded down.

The shortlisted winner for Grand Prize is the **6500\*** serial number entry.

Total of **1 winner** will be selected throughout the Promotion Period.

**2) Second Prize – 3 x SMEG hand blender set**

There are Three [3] x SMEG hand blender set to be won throughout the Promotion Period.

As part of the shortlisting winners’ selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Promotion Period [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”.

The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming the Total Qualified Entries received throughout the Promotion Period is 13000, the Organiser will compute and select the shortlisted winners based on the following example :

$$13000 \div 3 = 4333.33^*$$

In the event the computed number derived is with decimal value, the number will be rounded down.

E.g. if the computed number is 4333.33, the number will be rounded down to 4333.

The shortlisted winner is the 4333\* serial number entry and subsequent serial numbers with the multiplication of 4333. Example of the shortlisted winning serial numbers; 4333\*, 8666\* and 12999\*

Total of 3 winners will be selected throughout the Promotion Period

**3) Consolation Prize – 4 x Le-creuset Heritage Rectangular dish with Lid**

There are Four [4] x Le-creuset Heritage Rectangular dish with Lid to be won throughout the Promotion Period.

As part of the shortlisting winners’ selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Promotion Period [each a “Qualified Entry” and collectively the “Qualified

	<p>Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming the Total Qualified Entries received throughout the Promotion Period is 13000, Organiser will compute and select the shortlisted winners based on the following example :</p> <p><b>13000 ÷ 4 = 3250*</b></p> <p>In the event the computed number derived is with decimal value, the number will be rounded down.</p> <p>The shortlisted winner is the <b>3250*</b> serial number entry and subsequent serial numbers with the multiplication of <b>3250</b>. Example of the shortlisted winning serial numbers; <b>3250*, 6500*,9750*, and 13000*</b></p> <p>Total of <b>4 winners</b> will be selected throughout the Promotion Period.</p>
<p><b>10. Prize Claim/Delivery Date</b></p>	<ol style="list-style-type: none"> <li>1. All Prizes will be processed for fulfilment to the winners within six (6) to eight (8) weeks from the Promotion Period end date: 30<sup>th</sup> April 2024. The Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer.</li> <li>2. The Prizes must be claimed within three (3) months from the date of the announcement or notice of the claim of the Prize whichever is earlier failing which will result in disqualification and forfeiture of the Prizes. The Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer.</li> <li>3. Winners will be contacted via WhatsApp at the contest number <b>013-6928572</b> to inform them of their winning status and request for delivery address. The Organizer will not be held liable if the qualified winners cannot be reached for any reason.</li> <li>4. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes 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.</li> <li>5. 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.</li> </ol>

*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/rezeki-ray-a-2024>, 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”).*

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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 Prizes 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 Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

#### **6. Prize**

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 agents, sponsor or third party providing the Prize.

(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 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 Prize, 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 Prize 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 Prize, 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).