



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966) (“the Organiser”).
2. <u>Promotion:</u>	NESTLÉ LACTOGROW PERADUAN IMPIAN SI MANJA 2.0 (“Promotion”).
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 (MYT) on 01/07/2025 and closes at 23:59:59 (MYT) on 16/09/2025.
4. <u>Eligibility:</u>	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 (“Participant”). The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Participating Products:</u>	The participating products are as per listed below (“Products”): a. LACTOGROW® Aktif 1-3 Tahun 850g b. LACTOGROW® Aktif 4-6 Tahun 850g c. LACTOGROW® PROBIO 3 (all pack sizes) d. LACTOGROW® PROBIO 4 (all pack sizes) e. CERELAC (all variants)
6. <u>Entry Method:</u>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Twenty (RM20) (“Minimum Purchase”) of any Products in a single original receipt from any instore outlets (“Receipt”) and/or invoice screenshot from NESTLÉ Official Store on Shopee or NESTLÉ Official Store on Lazada online platforms only (“Invoice”) during the Promotion Period.</p> <p>b. <u>Instore Outlets Receipt:</u></p> <p>i. The Receipt can come in the form of printed receipts from point-of-sale systems 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.</p> <p>ii. The Receipt must also bear the date of purchase, Products purchased, purchase amount and Receipt number (“Receipt Details”).</p> <p>c. <u>NESTLÉ Official Store on Shopee or NESTLÉ Official Store on Lazada Invoice:</u></p> <p>i. The Invoice can come in the form of a screenshot of invoice for online purchases from online merchants. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made. For online purchases</p>

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 submission method is via the Promotion Website only. All other methods of submission will be disqualified.
- e. Entries submission via Website:
 - i. Visit the Promotion Website at: <https://nes.tl/beli-dan-menang-24> or scan the QR code shown on the communication materials at the participating Outlets and complete the Web Form.
 - ii. Fill in all the required personal details (“Personal Details”) on the Web Form including a Malaysian registered mobile number compatible with WhatsApp for further communication.
 - iii. Snap one (1) clear and legible picture/image in jpg or jpeg or png format of the Receipt or Invoice (“Proof of Purchase”) with the Proof of Purchase Details (“Image”).
 - iv. One (1) Image must contain a picture of one (1) Proof of Purchase and the Image file size must be less than 5MB.
 - v. Upload the Image on the Web Form and click ‘submit’ (“Entry”).
 - vi. The Organiser will display a Thank You message for each entry received.
- f. Participants may submit as many Proofs of Purchase as they wish but each Proof of Purchase is ONLY eligible for one (1) Entry submission.
- g. Each Entry received will be verified and approved by the Organiser to be a qualified entry (each a “Qualified Entry” and collectively the “Qualified Entries”). The Organiser shall reserve the right to disqualify any Entries with incomplete or mismatched Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Proof of Purchase and/or where Proof of Purchase is illegible, with incomplete details, reprinted, duplicated, unclear, damaged, altered and/or modified in any way.
- h. All Entries will be checked for duplicates based on the Participant’s Personal Details submitted. All Entries that are duplicates and/or do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants. The Organiser may also, without further notification to the Participant, disqualify any Entry 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.
- i. The Organiser shall reserve the right to request for evidence of the hardcopy of the original Proof of Purchase as per image received in the Qualified Entry for verification and prize redemption. Failure to produce the hardcopy of the original Proof of Purchase upon request will result in disqualification and forfeiture.

7. <u>Entry Deadline:</u>	All Entries must be received by the Organiser within the Promotion Period. All Entries received outside the Promotion Period will be automatically disqualified.
8. <u>Allocation of Serial Number(s) for Qualified Entries:</u>	<p>a. During the finalist’s selection process, the Organiser will allocate serial numbers according to the purchase amount of the Products as stated in the Proof of Purchase of the Qualified Entries submitted, as follows:</p> <ul style="list-style-type: none"> i. For every Ringgit Malaysia Twenty (RM20) purchase of the Products, the Organiser will allocate one (1) serial number. ii. In any event, there is an allocation cap of a maximum of ten (10) serial numbers per Proof of Purchase. Any balance amount in the Proof of Purchase shall be forfeited once the maximum serial number has been allocated. <p>b. For example:</p> <ul style="list-style-type: none"> i. If you purchase RM26.50 of Products in a single Proof of Purchase during the Promotion Period, one (1) serial number will be allocated. ii. If you purchase RM85.00 of Products in a single Proof of Purchase during the Promotion Period, four (4) serial numbers will be allocated. iii. If you purchase RM285.50 of Products in a single Proof of Purchase during the Promotion Period, a maximum of ten (10) serial numbers will be allocated.
9. <u>Nationwide Prizes:</u>	<p>a. The Prizes to be won at the end of the Promotion Period are as per below:</p> <ul style="list-style-type: none"> i. Five (5) Grand Prizes, each consisting of: - <ul style="list-style-type: none"> - an Education Savings Plan** worth Ringgit Malaysia Twenty Thousand (RM20,000); and - cash worth Ringgit Malaysia Five Thousand (RM5,000). ii. Three (3) 1st Prizes, each consisting of: - <ul style="list-style-type: none"> - an Education Savings Plan** worth Ringgit Malaysia Fifteen Thousand (RM15,000); and - cash worth Ringgit Malaysia Three Thousand (RM3,000). iii. One (1) 2nd Prize, consisting of: - <ul style="list-style-type: none"> - an Education Savings Plan** worth Ringgit Malaysia Ten Thousand (RM10,000); and - cash worth Ringgit Malaysia Two Thousand (RM2,000). iv. Twenty (20) Consolation Prizes consisting of cash worth Ringgit Malaysia Five Hundred (RM500) each. <p>b. Education Savings Plan**:</p> <ul style="list-style-type: none"> i. The Education Savings Plan prizes are provided and managed by ETIQA and are subject to the specific terms and conditions applicable to the plan. ii. All Education Savings Plan Winners will receive an official acknowledgement letter from the Organiser containing the contact details of ETIQA’s authorised representative. Winners must personally contact the representative to facilitate the Education Savings Plan registration and setup process. iii. Winners are required to comply with all terms and conditions set by ETIQA and any third parties involved in the administration and disbursement of the Education Savings Plan. iv. For more information on ETIQA, visit: https://www.etiqa.com.my/

<p>10. <u>Judging Details – Nationwide Prizes:</u></p>	<p>a. As part of the Nationwide Prize Finalist’s selection process, the Organiser will allocate serial numbers to the Qualified Entries received throughout the Promotion Period in accordance with Clause 8, starting from serial number “1”.</p> <p>b. At the end of the Promotion Period the serial numbers allocated to each Qualified Entry received will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”). In the event that a serial number selected corresponds to the same Participant more than once, the next available serial number will be selected as the Finalist.</p> <p>c. Assuming that the Total Qualified Entries is 30889, the Organiser will compute and select based on the following:</p> <p>i. Selection of five (5) Grand Prize Finalists: $30889 \div 5 = 6177.80$. Since dividing 30889 with 5 will result in a number with decimal value, the number 6177.80 will be rounded down to 6177. The following 5 Participants with Qualified Entries bearing the serial number will be selected: 6177*, 12354*, 18531*, 24708 and 30885 (*computation examples: <u>6177</u>, $6177+6177=12354$, $12354+6177=18531$).</p> <p>ii. Selection of three (3) 1st Prize Finalists: $30889 \div 3 = 10296.34$. Since dividing 30889 with 3 will result in a number with decimal value, the number 10296.34 will be rounded down to 10296. The following 3 Participants with Qualified Entries bearing the serial number will be selected: 10296*, 20592* and 30888* (*computation examples: <u>10296</u>, $10296+10296=20592$, $20592+10296=30888$).</p> <p>iii. Selection of one (1) 2nd Prize Finalist: $30889 \div 2 = 15444.50$. Since dividing 30889 with 2 will result in a number with decimal value, the number 15444.50 will be rounded down to 15444. The Participant with Qualified Entry bearing the serial number 15444 will be selected.</p> <p>iv. Selection of twenty (20) Consolation Prize Finalists: $30889 \div 20 = 1544.45$. Since dividing 30889 with 20 will result in a number with decimal value, the number 1544.45 will be rounded down to 1544. The following 20 Participants with Qualified Entries bearing the following serial numbers will be selected: 1544*, 3088*, 4632*, 6176, 7720 and so forth (*computation examples: <u>1544</u>, $1544+1544=3088$, $3088+1544=4632$).</p>												
<p>11. <u>Exclusive Outlets Contest:</u></p>	<p>Participants with purchases from any exclusive outlets instore listed below (“Exclusive Outlets”) during the Promotion Period will also stand a chance to win additional prizes.</p> <table border="1" data-bbox="667 1630 1190 1890"> <thead> <tr> <th>NO</th> <th>EXCLUSIVE OUTLETS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>BILLION</td> </tr> <tr> <td>2</td> <td>ECONSAVE</td> </tr> <tr> <td>3</td> <td>GIANT</td> </tr> <tr> <td>4</td> <td>LOTUS’S</td> </tr> <tr> <td>5</td> <td>MYDIN</td> </tr> </tbody> </table>	NO	EXCLUSIVE OUTLETS	1	BILLION	2	ECONSAVE	3	GIANT	4	LOTUS’S	5	MYDIN
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3	GIANT												
4	LOTUS’S												
5	MYDIN												

12. Exclusive Outlets Contest Prizes:

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:

NO	EXCLUSIVE OUTLETS	WEEKLY OR MAIN PRIZES	ADDITIONAL PRIZES TO BE WON
1	BILLION	WEEKLY	Five (5) Weekly Grand Prizes in the form of a RM100 BILLION Voucher each per week for eleven (11) consecutive weeks. There is a total of fifty-five (55) Weekly Grand Prizes to be won at the end of the Promotion Period.
			Eight (8) Weekly 1 st Prizes in the form of a RM50 BILLION Voucher each per week for eleven (11) consecutive weeks. There is a total of eighty-eight (88) Weekly 1 st Prizes to be won at the end of the Promotion Period.
2	ECONSAVE	MAIN	Five (5) Grand Prizes in the form of a DYSON V8 Slim Fluffy+ worth RM1399 each to be won at the end of the Promotion Period.
			Eight (8) 1 st Prizes in the form of an ELECTROLUX Air Fryer (E5AF1-700P) worth RM699 each to be won at the end of the Promotion Period.
			Fifty (50) Consolation Prizes in the form of a RM100 ECONSAVE Voucher each to be won at the end of the Promotion Period.
3	GIANT	WEEKLY	Two (2) Weekly Prizes in the form of two (2) packs of LACTOGROW [®] PROBIO 3 or 4 1.2kg each per week for eleven (11) consecutive weeks. There is a total of twenty-two (22) Weekly Prizes to be won at the end of the Promotion Period.
		MAIN	Ten (10) Grand Prizes in the form of five (5) packs of LACTOGROW [®] PROBIO 3 or 4 1.2kg each to be won at the end of the Promotion Period.
4	LOTUS'S	WEEKLY	Five (5) Weekly Prizes in the form of RM200 LOTUS'S Voucher each per week for eleven (11) consecutive weeks. There is a total of fifty-five (55) Weekly Prizes to be won at the end of the Promotion Period.

			MAIN	<p>One (1) Grand Prize in the form of a THERMOMIX® TM6 worth RM7488 to be won at the end of the Promotion Period.</p> <p>One (1) 1st Prize in the form of a Sunway Theme Parks Ultimate Pass for 4 pax worth RM4352 to be won at the end of the Promotion Period.</p>												
	5	MYDIN	MAIN	<p>One (1) Grand Prize in the form of a LEGOLAND Malaysia Resort Staycation 3D2N for 2 adults and 2 children and Annual Pass worth RM3200 each to be won at the end of the Promotion Period.</p> <p>Five (5) 1st Prizes in the form of a Samsung Galaxy Tab A9+ (Wi-Fi) worth RM899 each to be won at the end of the Promotion Period.</p> <p>Thirty (30) 2nd Prizes in the form of a Samsonite Sammies Dreams luggage* worth RM569 each to be won at the end of the Promotion Period. *The luggage will be given out at random, and winners are not entitled to choose or exchange the luggage given.</p> <p>Fifty (50) Consolation Prizes in the form of a RM50 MYDIN Voucher each to be won at the end of the Promotion Period.</p>												
<p>13. <u>Judging Details for Exclusive Outlets – Weekly Prizes:</u></p>	<p>b. The pool of Entries is based on received date and the eleven (11) weekly periods are as per below:</p> <table border="0"> <tr> <td>Week 1: 01/07/2025 – 07/07/2025</td> <td>Week 2: 08/07/2025 – 14/07/2025</td> </tr> <tr> <td>Week 3: 15/07/2025 – 21/07/2025</td> <td>Week 4: 22/07/2025 – 28/07/2025</td> </tr> <tr> <td>Week 5: 29/07/2025 – 04/08/2025</td> <td>Week 6: 05/08/2025 – 11/08/2025</td> </tr> <tr> <td>Week 7: 12/08/2025 – 18/08/2025</td> <td>Week 8: 19/08/2025 – 25/08/2025</td> </tr> <tr> <td>Week 9: 26/08/2025 – 01/09/2025</td> <td>Week 10: 02/09/2025 – 08/09/2025</td> </tr> <tr> <td>Week 11: 09/09/2025 – 16/09/2025</td> <td></td> </tr> </table>			Week 1: 01/07/2025 – 07/07/2025	Week 2: 08/07/2025 – 14/07/2025	Week 3: 15/07/2025 – 21/07/2025	Week 4: 22/07/2025 – 28/07/2025	Week 5: 29/07/2025 – 04/08/2025	Week 6: 05/08/2025 – 11/08/2025	Week 7: 12/08/2025 – 18/08/2025	Week 8: 19/08/2025 – 25/08/2025	Week 9: 26/08/2025 – 01/09/2025	Week 10: 02/09/2025 – 08/09/2025	Week 11: 09/09/2025 – 16/09/2025		<p>a. As part of Exclusive Outlets – Weekly Prize Finalists’ selection process, the Organiser will allocate serial numbers to the Qualified Entries received each week according to the Exclusive Outlets in accordance with Clause 8, starting from serial number “1”.</p> <p>b. At the end of each Weekly Period the serial numbers allocated to each Qualified Entry received from each Exclusive Outlets will be tabulated and added up to derive the total number of Qualified Entries (“Total Weekly Qualified Entries”). In the event that a serial number selected corresponds to the same Participant more than once, the next available serial number will be selected as the Finalist.</p>
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	<p>c. EXAMPLE 1 – BILLION: Assuming BILLION Total Weekly Qualified Entries received for Week 1 is 103 the Organiser will compute and select the finalists based on the following:</p> <ul style="list-style-type: none"> i. Weekly selection of five (5) Weekly Grand Prize Finalists: $103 \div 5 = 20.60$. Since dividing 103 with 5 will result in a number with decimal value, the number 20.60 will be rounded down to <u>20</u>. The following 5 Participants with BILLION Qualified Entries of the week bearing the following serial numbers will be selected: 20*, 40*, 60*, 80 and 100 (*computation examples: <u>20</u>, $20+20=40$, $40+20=60$). ii. Weekly selection of eight (8) Weekly 1st Prize Finalists: $103 \div 8 = 12.88$. Since dividing 103 with 8 will result in a number with decimal value, the number 12.88 will be rounded down to <u>12</u>. The following 8 Participants with BILLION Qualified Entries of the week bearing the following serial numbers will be selected: 12*, 24*, 36*, 48, 60, 72 and so forth (*computation examples: <u>12</u>, $12+12=24$, $24+12=36$). <p>d. EXAMPLE 2 – GIANT: Assuming GIANT Total Weekly Qualified Entries received for Week 1 is 101 the Organiser will compute and select the finalists based on the following:</p> <ul style="list-style-type: none"> i. Weekly selection of two (2) Weekly Prize Finalists: $101 \div 2 = 50.50$. Since dividing 101 with 2 will result in a number with decimal value, the number 50.50 will be rounded down to <u>50</u>. The following 2 Participants with GIANT Qualified Entries of the week bearing the following serial numbers will be selected: 50* and 100* (*computation examples: <u>50</u>, $50+50=100$).
<p>14. Judging Details for Exclusive Outlets – Main Prizes:</p>	<p>a. As part of the Exclusive Outlets – Main Prize Finalists’ selection process, the Organiser will allocate serial numbers to the Qualified Entries received throughout the Promotion Period according to the Exclusive Outlets in accordance with Clause 8, starting from serial number “1”.</p> <p>b. At the end of the Promotion Period the serial numbers allocated to each Qualified Entry received from each Exclusive Outlets will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”). In the event that a serial number selected corresponds to the same Participant more than once, the next available serial number will be selected as the Finalist.</p> <p>c. EXAMPLE 1 – ECONSAVE: Assuming ECONSAVE Total Qualified Entries received is 11111 the Organiser will compute and select based on the following:</p> <ul style="list-style-type: none"> i. Selection of five (5) ECONSAVE Grand Prize Finalists: $11111 \div 5 = 2222.20$. Since dividing 11111 with 5 will result in a number with decimal value, the number 2222.20 will be rounded down to 2222. The following 5 Participants with ECONSAVE Qualified Entry bearing the following serial number will be selected: 2222*, 4444*, 6666*, 8888 and 11110 (*computation examples: <u>2222</u>, $2222+2222=4444$, $4444+2222=6666$). ii. Selection of eight (8) ECONSAVE 1st Prize Finalists: $11111 \div 8 = 1388.87$. Since dividing 11111 with 8 will result in a number with decimal value, the number 1388.87 will be rounded down to 1388. The following 8 Participants with ECONSAVE Qualified Entry bearing the following serial number will be selected:

	<p>1388*, 2776*, 4164*, 5552, 6940 and so forth (*computation examples: <u>1388</u>, $1388+1388=2776$, $2776+1288=4164$).</p> <p>iii. Selection of fifty (50) ECONSAVE Consolation Prize Finalists: $11111 \div 50 = 222.22$. Since dividing 11111 with 50 will result in a number with decimal value, the number 222.22 will be rounded down to 222. The following 50 Participants with ECONSAVE Qualified Entry bearing the following serial number will be selected: 222*, 444*, 666*, 888, 1110 and so forth (*computation examples: <u>222</u>, $222+222=444$, $444+222=666$).</p> <p>d. EXAMPLE 2 – GIANT: Assuming GIANT Total Qualified Entries received is 12001, the Organiser will compute and select based on the following:</p> <p>i. Selection of ten (10) GIANT Grand Prize Finalists: $12001 \div 10 = 1200.10$. Since dividing 12001 with 10 will result in a number with decimal value, the number 1200.10 will be rounded down to 1200. 10 Participants with GIANT Qualified Entry bearing the following serial numbers will be selected: 1200*, 2400*, 3600*, 4800, 6000 and so forth (*computation examples: <u>1200</u>, $1200+1200=2400$, $2400+1200=4800$).</p>
<p>15. Prizes <u>Fulfilment:</u></p>	<p>a. Each participant may throughout the Promotion Period win only:</p> <ol style="list-style-type: none"> i. one (1) Nationwide Prize of the highest value, ii. one (1) Exclusive Outlet BILLION Weekly Prize of the highest value, iii. one (1) Exclusive Outlet ECONSAVE Main Prize of the highest value, iv. one (1) Exclusive Outlet GIANT Weekly Prize and one (1) Exclusive Outlet GIANT Main Prize, v. one (1) Exclusive Outlet LOTUS’S Weekly Prize and one (1) Exclusive Outlet LOTUS’S Main Prize of the highest value, and vi. one (1) Exclusive Outlet MYDIN Main Prize of the highest value. <p>b. The Organiser will contact all selected Finalists via WhatsApp from the NESTLÉ LACTOGROW PERADUAN IMPIAN SI MANJA 2.0 Official WhatsApp Number: 6018 322 3820 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. The Organiser reserves the right to select another Finalist at the Organiser’s discretion in the event that the initial selected Finalist cannot be contacted or failed to answer the question correctly within the time stated. The Finalist who answers the question correctly within the time stated will be considered a Winner.</p> <p>c. Contests Winners will be announced at: https://www.facebook.com/NestleStartWell within four (4) to six (6) weeks from the closing date of the Promotion.</p> <p>d. Upon request, all Winners must provide their required and personal details to the Organiser for prizes fulfilment, without which the Organiser may not be able to fulfil</p>

such prizes. The Organiser reserves the right to disqualify any Entry or Prize if a Participant or Winner's personal details (including full name, identification number and mobile number) are found at any time to be inaccurate or wrong.

- e. All Nationwide Grand Prize, 1st Prize, and 2nd Prize Winners will receive an official acknowledgement letter containing the contact details of ETIQA's authorised representative and a cheque payable to their name via courier within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners. Winners must personally contact the authorised ETIQA representative to facilitate the Education Savings Plan registration and setup process.
- f. All Nationwide – Consolation Prize Winners will receive a cheque payable to their name via courier within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners.
- g. All cheques is valid for 6 months from the date of issuance. All cheques MUST be deposited into the Winners' personal bank account before it expires. The Organiser reserves the rights to forfeit the prize if the Winner failed to deposit their cheques within the deadline stated.
- h. All Exclusive Outlet Prize Winners will receive their prize via courier within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners. Prizes may be forfeited if the Winners are not present at their addresses at the time of delivery.
- i. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. The Organiser reserves the right to change the method of Prizes fulfilment stated under this clause at the discretion of the Organiser.
- j. The Organiser will not be held liable if any of the Prizes or acknowledgment letters cannot be delivered or deployed to the Winners due to any change or difference in the delivery address and/or mobile contact number submitted by the Winners to the Organiser during Entry submission.
- k. All unclaimed Prizes after the deadline set by the Organiser in the winners' notification for prize collection will be forfeited. The Organiser reserves the right to substitute any prize for an alternative of equal or greater value in the event the original Prize offered is not available.
- l. All Winners must abide by the terms and conditions of the party(ies) arranging and/or providing for the Prizes and the terms and conditions attached to the Prizes, if any. All taxes imposed on the Prize(s) shall be borne by the Winners.
- m. The Organiser 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.
16. <u>Additional Terms:</u>	a. 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.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <https://nes.tl/beri-dan-menang-24>, 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 Contest (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).*

B: Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the “Terms and Conditions”. 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 Contest Period, make Prize substitutions, cancel, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Contest including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Contest Entries

- 2.1 By submitting an entry to the Contest, 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 Contest, 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 Contest 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

- 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 Contest and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Contest 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. Ineligibility

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

- (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 Contest 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 Contest by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Contest 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. Prizes

- 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 agent, sponsor and/or third party providing the Prizes.

(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 eighteen (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 Contest (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Contest 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 Contest 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 Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

10. Limitation of Liability

10.1 The Participant’s participation in the Contest 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 Contest, 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 Contest 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 Contest materials) in connection with this Contest, in particular that relates to the Prize, are the properties of their respective owners. This Contest 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 Contest.

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

12. Privacy Notice

12.1 By participating in the Contest, 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.

12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di https://www.nestle.com.my/info/privacy_policy/privacy_bm.