



**PERADUAN NESTLÉ CERELAC JOM MAMMAM**

**TERMS AND CONDITIONS**

**Schedule to Conditions of Entry**

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [45229-H].
2. <b><u>Promotion:</u></b>	PERADUAN NESTLÉ CERELAC JOM MAMMAM
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 12:00am on 06/08/2018 and closes at 11:59pm on 30/09/2018.
4. <b><u>Eligibility:</u></b>	The Promotion is open to all Malaysian citizens residing in Malaysia, aged 18 years and above as at the start of the Promotion Period.
5. <b><u>Entry Method:</u></b>	<p>a. To participate in the Promotion, purchase a minimum of one [1] of any participating NESTLÉ CERELAC products ["Products"] as shown in the Promotion posters in a single printed tax invoice receipt from any participating outlets and online merchants during the Promotion Period ["Tax Receipt"].</p> <p>b. Each participating NESTLÉ CERELAC Product purchased shown on the Tax Receipt will be allocated ONE [1] entry. Each Tax Receipt will be allocated a maximum of FIVE [5] entries only, based on the total product purchased per Tax Receipt.</p> <p>c. Promotion entry is via WhatsApp only. For every entry submitted you must attach a Tax Receipt as the proof of purchase ["POP"].</p> <p>d. Write on the POP your full name and MyKad number ["Personal Data"].</p> <p>e. Snap one [1] picture of the POP complete with your Personal Data, outlet name, date of purchase, Products and amount purchase. Submit the picture via WhatsApp to 013-232 2168 [each an "Entry" and collectively the "Entries"]. The Organiser WILL NOT send an acknowledgment report for Entries received.</p> <p>f. For all Entries received, the Organiser shall reserve the right to request for evidence of the original POP (hardcopy) for verification and prize redemption. Failure to produce the hard copy of the POP upon request will result in disqualification and prize forfeiture.</p> <p>g. Participants may submit as many Entries as they wish but each POP is eligible for a maximum of FIVE [5] entries only, based on the total product purchased. Submissions containing duplicated POP will be disqualified.</p>

6. <b><u>Entry Deadline:</u></b>	All Entries must be received by the Organiser on or before 11:59pm on 30/09/2018. All Entries received outside the Promotion Period will be automatically disqualified.								
7. <b><u>Weekly Prizes:</u></b>	<p>a. One [1] 1<sup>st</sup> Prize, two [2] 2<sup>nd</sup> Prizes and thirty [30] Consolation Prizes for each week for eight [8] weeks.</p> <p>b. There is a total of eight [8] 1<sup>st</sup> Prizes, sixteen [16] 2<sup>nd</sup> Prizes and two hundred and forty [240] Consolation Prizes to be won throughout the Promotion Period.</p> <p>c. The Weekly Prizes are as per below:</p> <ul style="list-style-type: none"> <li>- Eight [8] 1<sup>st</sup> Prizes of a SAMSUNG S9 64GB each.</li> <li>- Sixteen [16] 2<sup>nd</sup> Prizes of a Philips Air Fryer (HD 9220/20) each.</li> <li>- Two hundred and forty [240] Consolation Prizes of a RM50 shopping voucher each.</li> </ul> <p>d. The eight [8] weekly periods are as per below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Week 1: 06/08 – 12/08/2018</td> <td style="width: 50%;">Week 2: 13/08 – 19/08/2018</td> </tr> <tr> <td>Week 3: 20/08 – 26/08/2018</td> <td>Week 4: 27/08 – 02/09/2018</td> </tr> <tr> <td>Week 5: 03/09 – 09/09/2018</td> <td>Week 6: 10/09 – 16/09/2018</td> </tr> <tr> <td>Week 7: 17/09 – 23/09/2018</td> <td>Week 8: 24/09 – 30/09/2018</td> </tr> </table>	Week 1: 06/08 – 12/08/2018	Week 2: 13/08 – 19/08/2018	Week 3: 20/08 – 26/08/2018	Week 4: 27/08 – 02/09/2018	Week 5: 03/09 – 09/09/2018	Week 6: 10/09 – 16/09/2018	Week 7: 17/09 – 23/09/2018	Week 8: 24/09 – 30/09/2018
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Week 7: 17/09 – 23/09/2018	Week 8: 24/09 – 30/09/2018								
8. <b><u>Weekly Prizes Judging Details:</u></b>	<p>a. As part of the Weekly Prizes winners selection process, the Organiser will allocate serial number(s) for each Entry received and approved by the Organiser to be a successful Entry throughout the Promotion Period according to the quantity of purchased Product(s) as stated in the POP submitted, limited to a MAXIMUM of FIVE [5] running serial numbers [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”.</p> <p>b. Each week 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 that the Total Qualified Entries for the week is <b>2888</b>, the Organiser will compute and select Participants as the shortlisted finalists [“Finalist”] to win the prizes based on the following:</p> <ul style="list-style-type: none"> <li>• <b>Weekly 1<sup>st</sup> Prize and 2<sup>nd</sup> Prizes - selection of three [3] Finalists:</b>  <math>2888 \div 3 = 962.6</math>. Since dividing 2888 with 3 will result in a number with decimal value, the number 962.6 will be rounded down to <b>962</b>. The first Participant with Qualified Entry of the week bearing the serial number 962* will be selected as the weekly 1<sup>st</sup> Prize Finalist. The following two [2] Participants with Qualified Entries of the week bearing the following serial numbers will be selected as the weekly 2<sup>nd</sup> Prize Finalists: 1924* and 2886*. [*computation example: <b>962</b>, <math>962+962=1924</math>, <math>1924+962=2886</math>]</li> <li>• <b>Weekly Consolation Prize - selection of thirty [30] Finalists:</b>  <math>2888 \div 30 = 96.2</math>. Since dividing 2888 with 30 will result in a number with decimal value, the number 96.2 will be rounded</li> </ul>								

	<p>down to <b>96</b>. The following 30 Participants with Qualified Entries of the week bearing the following serial numbers will be selected as the weekly Consolation Prize Finalists: 96*, 192*, 288*, 384 and so forth. [*computation example: <b>96</b>, <math>96+96=</math><b>192</b>, <math>192+96=</math> <b>288</b>].</p>
<p>9. <b><u>Monthly Prizes:</u></b></p>	<p>a. One [1] Grand Prize for each month for two [2] months.  b. There is a total of two [2] Grand Prizes of a Thermomix TM5 to be won throughout the Promotion Period.  c. The two [2] monthly periods are as per below:  Month 1: 06/08 – 02/09/2018  Month 2: 03/09 – 30/09/2018</p>
<p>10. <b><u>Monthly Prizes Judging Details:</u></b></p>	<p>a. As part of the monthly Grand Prize winner selection process, ALL Qualified Entries collected and processed by the Organiser during the weekly winners selection process and throughout each month of the entire Promotion Period will separately be allocated a set of serial numbers starting from serial number “1”  b. Each month 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 that the Total Qualified Entries for the month is <b>8889</b>, the Organiser will compute and select Participants as the shortlisted finalists [“Finalist”] to win the prizes based on the following:</p> <ul style="list-style-type: none"> <li>• <b>Grand Prize - selection of one [1] Finalist:</b> <math>8889 \div 2 =</math> <b>4444.5</b>. Since dividing 8889 with 2 will result in a number with decimal value, the number 4444.5 will be rounded down to <b>4444</b>. The Participant with Qualified Entry of the month bearing the serial number 4444 will be selected as the monthly Grand Prize Finalist.</li> </ul>
<p>11. <b><u>Additional Terms:</u></b></p>	<p>a. After the judging and selection process, the Organiser will contact all Finalists via the contact/mobile numbers received in the Qualified Entries for a mandatory question &amp; answer session.  b. All shortlisted Finalists MUST answer one [1] question correctly to win the prizes. In the event the answer provided by the Finalist is incorrect, the Organiser will select the serial number subsequent to the serial number of the forfeited Finalist.  c. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.  d. Each Finalist may only win one [1] weekly prize of the highest value each week and a maximum of two [2] weekly prizes throughout the Promotion Period. In the event a Finalist wins two [2] or more weekly prizes in the same week, then the Finalist will automatically win the higher value prize or one [1] weekly prize and the other weekly prize will be won by the serial number subsequent to the serial number of the Finalist.</p>

	<p>e. Each Finalist may only win one [1] monthly Grand Prize throughout the Promotion Period.</p> <p>f. All prizes will be delivered to the winners within 6 – 8 weeks from 30/09/2018 to the address provided by the winners.</p>
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This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at <https://www.startwell.nestle.com.my/JomMammamMenang> 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”).

By participating in the Promotion, you have read and agreed to the **Terms and Conditions** and the processing of your personal information in the **Privacy Notice** which may be found at: [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).

Consumer Services Contact No.: 1800 88 3433.

## 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 these 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 Promotion Period, make Prize 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**

- 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. Ineligibility**

The following groups of persons shall not 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:
- (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
  - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the 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. 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 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 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, You consent for Nestlé Products Sdn. Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”) and service providers, agents and contractors who provide administrative and business support to us and act on our behalf (“Authorised Third Parties”) (collectively “Organiser”, “us”, “we” or “our”) to process your personal information provided in the Promotion Entry for purposes of the Promotion. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.
- 12.2 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events or contests organised by the Organiser. Please indicate your option on the form if you agree to the use of your personal information for this purpose.
- 12.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 12.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 12.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).



- 12.6 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our privacy policy at [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).
- 12.7 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.
- All your written requests or queries should be addressed to:
- Contact: Personal Data Protection Officer
  - Address: Nestlé Products Sdn. Bhd., 22-1, 22nd Floor, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara 47810, Petaling Jaya, Selangor.
- Or
- Webform: <https://www.nestle.com.my/contactus>.
  - Call us: 1-800-88-3433.
- 12.8 Please note the Organiser requires your personal information in order to process your participation in the Promotion, without which we will not be able to process your application.
- 12.9 For a more detailed description of our privacy practices, please refer to our Privacy Policy at [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy). We reserve the right to update and amend this privacy notice or our privacy policy from time to time.