



**PERADUAN NESCAFE® MOBILE LEGENDS NATIONWIDE DIGITAL  
TERMS AND CONDITIONS**

**A: Schedule to Conditions of Entry**

<b>Organiser</b>	Nestlé Products Sdn. Bhd. (197901000966)										
<b>Contest</b>	<b>PERADUAN NESCAFE® MOBILE LEGENDS NATIONWIDE DIGITAL CONTEST</b>										
<b>Contest Period</b>	The Contest starts at 00:00:00 on 1 <sup>st</sup> July 2022 and closes at 23:59:59 on 24 <sup>th</sup> July 2022.										
<b>Eligibility</b>	The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period.										
<b>Entry Method</b>	<p>a. Participants are required to submit their entries via online form at <a href="http://www.nescafexmplcontest">www.nescafexmplcontest</a> (TBC). Facebook posting is mandatory.</p> <p>b. To submit their Entries, participants are required to:</p> <p style="padding-left: 40px;"><b>Step 1:</b> Take a creative photo of a minimum four <b>(4) different Nescafe cans</b> (Mobile Legends theme can). Static image and GIF entries only, no video accepted.</p> <p style="padding-left: 40px;"><b>Step 2:</b> Upload the photo onto comment section of the contest post at <b>NESCAFÉ Malaysia</b> Facebook page with the caption <b><i>"I drink NESCAFE when gaming...."</i></b> (Max 25 words) to tag <b>@ 3 friends</b>. To screenshot the posting to be upload into the online entry form.</p> <p style="padding-left: 40px;"><b>Step 3:</b> To fill up all the data fields in the contest entries form at <a href="http://www.nescafexmplcontest">www.nescafexmplcontest</a> (TBC) and submit.</p> <p>c. All photos uploaded by the participants must be through the participants' own personal Facebook accounts. Submissions through non-personal Facebook accounts are strictly not allowed and shall be rejected by the Organiser.</p> <p>d. Set the Facebook account to 'PUBLIC' mode from the time the photo is uploaded / posted until after the winners of the Contest have been announced.</p> <p>e. The Organiser will not send an acknowledgement report for each Entry.</p> <p>f. The list of Products is:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>NO</th> <th>SKU</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>NESCAFE Original Can Mobile Legends Badang 240ml</td> </tr> <tr> <td>2</td> <td>NESCAFE Original Can Mobile Legends Brody 240ml</td> </tr> <tr> <td>3</td> <td>NESCAFE Original Can Mobile Legends Valir 240ml</td> </tr> <tr> <td>4</td> <td>NESCAFE Original Can Mobile Legends Aamon 240ml</td> </tr> </tbody> </table> <p>g. Participants may submit more than one [1] entry throughout the Contest Period as long as each entry received is with new Facebook posting and new submission entry form. If the same Facebook Posting is used for submission, the submission will be counted as invalid.</p>	NO	SKU	1	NESCAFE Original Can Mobile Legends Badang 240ml	2	NESCAFE Original Can Mobile Legends Brody 240ml	3	NESCAFE Original Can Mobile Legends Valir 240ml	4	NESCAFE Original Can Mobile Legends Aamon 240ml
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3	NESCAFE Original Can Mobile Legends Valir 240ml										
4	NESCAFE Original Can Mobile Legends Aamon 240ml										

	<p>h. The Organiser shall have the right to automatically disqualify entries that do <b>not</b> comply with any of the conditions set out in the Terms &amp; Conditions.</p> <p>i. The Organiser shall have the absolute discretion to remove, delete and disqualify any entries that are improper/inappropriate which may include but not limited to submissions that contain any form of profanity or contents that invoke sensitivity.</p> <p>j. The Organiser shall have the exclusive right to use and publish the contents submitted by the Participants for publication purposes, without any further notice to the Participants.</p> <p>k. Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners, as the case may be, the Organiser shall reserve the right to request for further evidence in the processing of the Entry such as Mobile Legends identification number 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>
<b>Entry Deadline</b>	All Entry(ies) must be received by the Organiser on or before 23:59:59 on 24th July 2022. Any Entry received outside the Contest Period shall be automatically disqualified.
<b>Judging Details</b>	<p>The Organiser will verify the Entries received based on the following:</p> <ul style="list-style-type: none"> <li>• All required data details in the submission form entry fulfilled</li> <li>• Screenshot of the social media posting provided in the online submission entry form</li> <li>• Facebook posting must be within Contest Period</li> <li>• Facebook account is set to 'PUBLIC' mode from the time the photo is uploaded / posted until after the winners of the Contest have been announced</li> <li>• Photo uploaded with the caption "<b><i>I drink NESCAFE when gaming....</i></b>", (Max 25 words) and to tag <b>@ 3 friends</b>.</li> <li>• To accept static image and GIF entries only, no videos.</li> <li>• Uses of the same Facebook posting is not allowed; <b>each submission</b> require new Facebook posting.</li> <li>• Facebook posting without online submission form entry will not consider as one submission.</li> <li>• The Photo must not be lewd, obscene, disparaging, defamatory or otherwise inappropriate, offensive or objectionable, as determined by the judges and/or Organiser in their sole and absolute discretion. Any such entries will be disqualified.</li> <li>• Photo(s) SHOULD NOT CONTAIN or FEATURE any children below 12 months old. Any such entries will be automatically disqualified.</li> </ul>
<b>Prizes and Winner Selection</b>	<p><b>Prizes</b> A total of 200 winning Entries will be selected throughout the Contest Period.</p> <p><b>Prize</b> 200 winners x 2000 Mobile Legends Diamond</p> <p>The list of winners will also be announced on the Organiser's website; <a href="http://www.nescafe.com.my/">http://www.nescafe.com.my/</a></p> <p>Each participant is eligible to win a maximum of One (1) prize only throughout the Contest Period:</p>

	<p><b>WINNER SELECTION AND SHORTLISTING METHOD:</b> As part of the shortlisting entries' selection process, a panel of judges will evaluate <b>each Entry received and approved</b> by the Organiser throughout the Contest Period based on the following:</p> <table border="1" data-bbox="395 340 1458 488"> <tr> <th data-bbox="395 340 1458 376">CRITERIA</th> </tr> <tr> <td data-bbox="395 376 1458 412"><b>CAPTION (50%) – Why you drink NESCAFE when Gaming...</b></td> </tr> <tr> <td data-bbox="395 412 1458 448"><b>CREATIVITY (40%) – Presence of all 4 different cans in one (1) picture.</b></td> </tr> <tr> <td data-bbox="395 448 1458 488"><b>TAG (10%)- Tag 3 @ FRIENDS in the posting</b></td> </tr> </table> <p>Entry(ies) with the highest score will be selected as winners based on Top 200 Highest Score (200 Winners)</p> <p>Shortlisted entries selected based on the judging criteria selection method above will be informed or contacted via WhatsApp from the number <b>018-3282399</b> to request for identification id picture and to verified Mobile Legends Id number.</p> <p>The Organiser will not be held liable in the event the winners cannot be contacted for whatever reasons.</p>	CRITERIA	<b>CAPTION (50%) – Why you drink NESCAFE when Gaming...</b>	<b>CREATIVITY (40%) – Presence of all 4 different cans in one (1) picture.</b>	<b>TAG (10%)- Tag 3 @ FRIENDS in the posting</b>
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<b>TAG (10%)- Tag 3 @ FRIENDS in the posting</b>					
<p><b>Prize Claim/Delivery Date</b></p>	<ol style="list-style-type: none"> <li>1. All prizes will be processed and credited into winners' Mobile Legends account within six (6) to eight (8) weeks after the Contest end date; 24<sup>th</sup> July 2022. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</li> <li>2. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Contest 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.</li> <li>3. The Organizer shall not be held 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 prizes and/or replacement prizes shall be borne by the winners at their own cost.</li> <li>4. The Organiser reserves its right at its absolute discretion to substitute any of the prize won with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.</li> </ol>				

This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <http://www.nescafe.com.my/> 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:

- (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 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 Participant.

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.

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 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, 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 "PERADUAN NESCAFE® MOBILE LEGENDS NATIONWIDE DIGITAL CONTEST" 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](https://www.nestle.com.my/info/privacy_notice)
- 12.2 Dengan menyertai Peraduan **PERADUAN NESCAFE® MOBILE LEGENDS NATIONWIDE DIGITAL CONTEST**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [https://www.nestle.com.my/info/privacy\\_notice](https://www.nestle.com.my/info/privacy_notice)