

# TERMS AND CONDITIONS

## A. Schedule to Conditions of Entry

1.	<u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966].			
2.	Promotion:	NESCAFÉ GOLD ERIC CHOU CONTEST 2023			
	Promotion Period:	The Promotion starts at 00:00:00 on 01/05/2023 and closes at 23:59:59 on 21/05/2023.			
4.	<u>Eligibility:</u>	The Promotion is open to all individual legal residents of Peninsular Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Peninsular Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.			
	Participating Products & Entry Method:	<ul> <li>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Fifty [RM50] of any participating NESCAFÉ GOLD products in a single original receipt from any instore outlets ["Receipt"] and/or such outlets online invoice and/or order screenshot from its Shopee and/or Lazada online platforms only ["Invoice"] during the Promotion Period. For avoidance of doubt, any other receipts and/or invoice from online platforms e.g. website/mobile application of such instore outlets will not be accepted. [Please refer Clause 5f for the serial number[s] allocation].</li> <li>b. For the list of participating products ["Products"], please refer to the Promotion leaflets and the Promotion website: <u>https://www.nescafe.com/my/our- campaigns/nescafegold2023-EricChou</u></li> <li>c. <u>Instore Receipt</u>: <ul> <li>i. The Receipt can come in the form of printed receipts from point-of-sale systems and/or hand-written receipts for instore 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.</li> <li>ii. The Receipt must also bear the date of purchase, Products purchased, purchase amount, Receipt number and name and/or logo of the outlet ["Receipt Details"].</li> </ul> </li> <li>d. <u>Online Invoice</u>:</li> </ul>			

<ul> <li>i. The Invoice can come in the form of a screenshot of invoice and/or order for online purchases from Shopee and/or Lazada online platform only. The Invoice must bear the name and/or logo of the online platform and/or merchant at which the online purchase was made. For online purchases with promotion codes and/or discount vouchers, the final paid amount must be the minimum purchase amount and above to qualify.</li> <li>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 platform and/or merchant ["Invoice Details"].</li> </ul>
e. For Participants with purchases from any AEON instore outlets ["AEON Exclusive"], during the Promotion Period will also stand a chance to win additional prizes. Please refer to clause 9 to 10.
f. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt and/or Invoice submitted. For every Ringgit Malaysia Fifty [RM50], the Organiser will allocate one [1] serial number. Please refer the Judging Details clauses below. For example:
<ul> <li>If you purchase RM57.50 of Products in a single Receipt and/or Invoice during the Promotion Period, the Organiser will allocate one [1] serial number.</li> </ul>
<ul> <li>If you purchase RM579.50 of Products in a single Receipt and/or Invoice during the Promotion Period, the Organiser will allocate eleven [11] serial numbers.</li> </ul>
<ul> <li>g. There are two [2] methods to participate in the Promotion which is <u>EITHER</u> via:</li> <li>i. Website; <u>OR</u></li> <li>ii. WhatsApp.</li> </ul>
h. All entries that do not meet the requirements stated herein shall be disqualified by the Organiser. Participant may submit as many entries as they wish but each Receipt and/or Invoice is ONLY eligible to one [1] entry either via Website or via WhatsApp. The Organiser shall reserve the right to disqualify any entries with reprinted and/or duplicated Receipt and/or Invoice and/or containing more than one [1] Receipt and/or Invoice.
<ul> <li>i. <u>Website Entry participation steps</u>:</li> <li>i. Visit the Promotion website and complete the Web Form at: <u>https://nestlemalaysia.qualifioapp.com/quiz/1222094_2862/NESCAFE</u> <u>Gold2023-EricChou</u> or scan the QR code shown on the communication materials at participating outlets.</li> </ul>
<ul> <li>ii. Complete all the required personal details ["Personal Details"] in the Web Form provided on the Promotion website.</li> <li>iii. Snap one [1] <u>clear and legible</u> picture/image in jpg or jpeg or png format of the Receipt and/or Invoice complete with the Receipt and/or Invoice Details ["Image"].</li> </ul>

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	iv. One [1] Image must contain a picture of one [1] Receipt and/or Invoice only			
	and the Image file must be less than 2MB.			
	v. Upload the Image on the Web Form and submit ["Website Entry"].			
	vi. The Organiser will reply with an auto-reply acknowledgment message for			
	each Website Entry received.			
	j. <u>WhatsApp entry participation steps</u> :			
	i. Write on the front of the Receipt and/or type in the Invoice screenshot your			
	full name and identification number ["Personal Details"].			
	For example: Lilly Tan Lee Lee 950102148588			
	ii. Snap one [1] clear and legible picture/image of one [1] Receipt and/or			
	Invoice complete with your Personal Details and Receipt and/or Invoice			
	Details ["Image"]. One [1] Image must contain only one [1] Receipt and/or			
	Invoice.			
	iii. Send "consentWA" via WhatsApp to 6018 388 2393 from any mobile			
	number registered in Malaysia. This is to provide your consent to submit via			
	WhatsApp application from the above stated WhatsApp number. You will			
	only have to provide us your consent once.			
	iv. Once you have provided your consent, you may proceed to submit your			
	Image to <b>6018 388 2393</b> ["WhatsApp Entry"].			
	v. The Organiser will send an auto-reply acknowledgment message for the			
	first WhatsApp Entry received by each mobile number only.			
	k. The Organiser will process all Website & WhatsApp Entries received. Unclear, illegible and incomplete Website & WhatsApp Entry will be disqualified without further notification to the Participants for such disqualified Entries.			
	I. The Organiser shall reserve the right to request for evidence of the original Receipt and/or Invoice [hardcopy] for verification and prize redemption. Failure to produce the original Receipt and/or Invoice upon request will result in disqualification and prize forfeiture.			
6. <u>Entry</u>	All Entries must be received by the Organiser on or before 23:59:59 on 21/05/2023.			
Deadline:	All Entries received outside the Promotion Period will be automatically disqualified.			
7. Prizes:	There is a total of fifty five [55] Prizes to be won at the end of the Promotion Period			
	as per below:			
	a. Twenty-eight [28] Grand Prizes which consists of one [1] pair of Eric Chou's Fan			
	Meet Passes each.			
	i. The Eric Chou's Fan Meet Event will be held at Tropicana Gardens			
	Convention Centre, Petaling Jaya on the 31/05/2023 from 8.00pm to			
	9.30pm.			
	ii. The Fan Meet is a by invitation only fans gathering of all Eric Chou's fans in			
	Malaysia. The Grand Prize Winners will be part of the invited fans to attend			
	the Fan Meet.			

	<ul> <li>iii. During the Fan Meet there will be group interaction with Eric Chou that may include Group Photo Session, or such other form of interaction as may be determined by the event organiser.</li> <li>iv. The Grand Prize Winners must abide by the terms and conditions of the event organiser and adhere to the event organisers' guide and instructions during the Fan Meet.</li> </ul>
	<ul> <li>b. Fourteen [14] First Prizes which consists of one [1] pair of Eric Chou Odyssey Concert CAT1 Tickets worth RM598 each.</li> <li>i. <u>First Prize A</u>: Seven [7] pairs of Eric Chou Odyssey Concert CAT1 Tickets on <b>03/06/2023</b>, and</li> <li>ii. <u>First Prize B</u>: Seven [7] pairs of Eric Chou Odyssey Concert CAT1 Tickets on <b>04/06/2023</b>.</li> <li>iii. The Eric Chou Odyssey Concert will be held at Axiata Arena, Kuala Lumpur at 8pm on both dates.</li> </ul>
	<ul> <li>c. Thirteen [13] Consolation Prizes which consists of one [1] pair of Eric Chou Odyssey Concert CAT2 Tickets worth RM398 each.</li> <li>iv. <u>Consolation Prize A</u>: Eight [8] pairs of Eric Chou Odyssey Concert CAT2 Tickets on <b>02/06/2023</b>, and</li> <li>v. <u>Consolation Prize B</u>: Five [5] pairs of Eric Chou Odyssey Concert CAT2 Tickets on <b>03/06/2023</b>.</li> <li>vi. The Eric Chou Odyssey Concert will be held at Axiata Arena, Kuala Lumpur at 8pm on both dates.</li> </ul>
	<ul> <li>d. All Prize winners must abide by the terms and conditions (including any changes or revisions) made by the event organisers, vendors and/or any parties arranging and providing the Prizes, as applicable.</li> <li>e. The event organiser retains the right to change or amend the dates of the Concert Tickets at the discretion of the Organiser and substitute any prize with</li> </ul>
	another prize of similar value in the event the original prize offered is not available.
8. <u>Judging</u> <u>Details -</u> <u>Prizes:</u>	a. As part of the Prize Finalists' selection process, the Organiser will tabulate the Entries received and allocate serial number[s] for each Entry received and approved by the Organiser to be a successful entry according to the Products purchased as stated in the Receipt submitted [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".
	<ul> <li>b. 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 1129, the Organiser will compute and select based on the following: <ol> <li>i. Selection of fifty five [55] Prize Finalists: 1129 ÷ 55 = 20.52. Since dividing 1129 with 55 will result in a number with decimal value, the number 20.52</li> </ol> </li> </ul>

	<ul> <li>will be rounded down to 20. The following 55 Participants with the Qualified Entries bearing the following serial numbers will be selected:</li> <li><u>Grand Prize Finalists</u>: the first twenty eight [28] Participants with Qualified Entry bearing the serial number 20*, 40*, 60*, 80, 100, and so forth, up to 560 will be selected as the Grand Prize Finalists,</li> <li><u>First Prize A</u>: the following seven [7] Participants with Qualified Entry bearing the serial number 580, 600, 620, 640, 660, 680 and 700 will be selected as the First Prize A Finalists,</li> <li><u>First Prize B</u>: the following seven [7] Participants with Qualified Entry bearing the serial number 720, 740, 760, 780, 800, 820 and 840 will be selected as the First Prize B Finalists,</li> <li><u>Consolation Prize A</u>: the following eight [8] Participants with Qualified Entry bearing the serial number 860, 880, 900, 920, 940, 960, 980 and 1000 will be selected as the Consolation Prize A: the following rize A Finalists, and</li> <li><u>Consolation Prize B</u>: the last five [5] Participants with Qualified Entry bearing the serial number 1020, 1040, 1060, 1080 and 1100 will be selected as the Consolation Prize B.</li> <li>[*computation example: <u>20</u>, 20+20=<u>40</u>, 40+20=<u>60</u>].</li> <li>c. The Organiser will contact all selected Qualified Entry will be given one [1] question to answer. The selected Qualified Entry will be given one [1] question to answer. The selected Qualified Entry will be given one [1] question to answer. The selected Qualified Entry will be given one [1] question to answer. The selected Qualified Entry will be organiser within the time stated will result in the Prize being forfeited. The Organiser within the time stated will result in the Prize being forfeited. The Organiser within the time stated will result in the Prize being forfeited. The Organiser within the time stated will result in the Prize being forfeited. The Organiser within the time stated for whatever reasons.</li> </ul>
9. <u>AEON</u> <u>Exclusive</u> <u>Prizes:</u>	<ul> <li>a. There is a total of five [5] AEON Exclusive Prizes to be won at the end of the Promotion Period as per below: <ol> <li>Two [2] Grand Prizes which consists of one [1] pair of Eric Chou's Fan Meet Passes each. Additional terms are per Paragraph 7(a)(i) to (iv) above.</li> <li>One [1] First Prize which consists of one [1] pair of Eric Chou Odyssey Concert CAT1 Tickets on 03/06/2023 worth RM598 each.</li> <li>Two [2] Consolation Prizes which consists of one [1] pair of Eric Chou Odyssey Concert CAT2 Tickets on 03/06/2023 worth RM398 each.</li> </ol> </li> <li>b. All Prize winners must abide by the terms and conditions (including any changes or revisions) made by the event organisers, vendors and/or any parties</li> </ul>
	<ul> <li>c. The event organiser retains the right to change or amend the dates of the Concert Tickets at the discretion of the Organiser and substitute any prize with another prize of similar value in the event the original prize offered is not available.</li> </ul>

10. <u>Judging</u> <u>Details –</u> <u>AEON</u> <u>Exclusive</u> <u>Prizes:</u>	a. To select the AEON Exclusive Prize Finalists, ALL <u>Qualified Entries with AEON</u> <u>Receipts</u> collected and processed during the Promotion Period, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry throughout the Promotion Period according to the AEON Receipt submitted [each a "AEON Qualified Entry" and collectively the "AEON Qualified Entries"]. A set of serial numbers will be allocated for the AEON Qualified Entries starting from serial number "1".
	b. The serial numbers allocated to each AEON Qualified Entry will be tabulated and added up to derive the total number of AEON Qualified Entries ["Total AEON Qualified Entries"]. Assuming that the Total AEON Qualified Entries received is <b>104</b> the Organiser will compute and select the finalists based on the following:
	<ul> <li>i. Selection of five [5] AEON Exclusive Prize Finalists: 104 ÷ 5 = 20.80. Since dividing 104 with 5 will result in a number with decimal value, the number 20.80 will be rounded down to 20. The following 5 Participants with AEON Qualified Entries bearing the following serial numbers will be selected: <ul> <li><u>AEON Exclusive Grand Prize Finalists:</u> the first two [2] Participants with Qualified Entry bearing the serial number 20* and 40* will be selected as the AEON Grand Prize Finalists,</li> <li><u>AEON First Prize</u>: the following one [1] Participant with Qualified Entry bearing the serial number 60* will be selected as the AEON First Prize Finalists, and</li> <li><u>AEON Consolation Prize</u>: the last two [2] Participants with Qualified Entry bearing the serial number 80 and 100 will be selected as the Consolation Prize Finalists [*computation example: <u>20</u>, 20+20=<u>40</u>, 40+20=<u>60</u>].</li> </ul> </li> </ul>
	c. The Organiser will contact all selected AEON Qualified Entries via WhatsApp from <b>6018 388 2393</b> to the mobile number from which the Organiser received in the Qualified Entries. Each selected AEON Qualified Entry will be given one [1] question to answer. The selected AEON Qualified Entry 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 AEON Qualified Entry cannot be contacted for whatever reasons.
11. Additional Terms:	<ul> <li>a. Each participant may throughout the Promotion Period win only:</li> <li>i. one [1] Promotion Prize of the highest value, and</li> <li>ii. one [1] AEON Exclusive Prize of the highest value.</li> </ul>
	b. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment.

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d.	Winners shall at their own costs and expenses be liable and responsible for the accommodation, transport, miscellaneous fees and charges that are required by the Winners to utilize the Prize won.
e.	All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.
f.	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.
g.	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 costs.

This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <u>https://www.nescafe.com/my/our-campaigns/nescafegold2023-EricChou</u>, 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").

## 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 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:
  - (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. 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 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 <u>https://www.nestle.com.my/info/privacy\_notice</u>.
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di <u>https://www.nestle.com.my/info/privacy\_policy/privacy\_bm</u>.