



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966).
2. <u>Promotion:</u>	PERADUAN NESCAFÉ JOM BELI & MENANG 2024.
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 01/03/2024 and closes at 23:59:59 on 30/04/2024.
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 only. The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Participating Products:</u>	For the list of participating products (“Products”), please refer to the Promotion leaflets and the Promotion website: https://www.nescafe.com/my/our-campaigns/peraduan-jom-beli-dan-menang-2024 .
6. <u>Participation Method:</u>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Fifteen (RM15) (“Minimum Purchase”), up to a maximum of Ringgit Malaysia One Hundred and Fifty (RM150) of any participating NESCAFÉ 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 section 6e for the serial number(s) allocation).</p> <p>b. <u>Instore Receipt:</u></p> <p>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 is made. For avoidance of doubt, all hand-written receipts shall be stamped with the official company stamp of the outlet.</p> <p>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”).</p>

- c. Online Invoice:
- i. The Invoice may come in the form of a screenshot of invoice 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.
 - ii. The Invoice must also bear the date of purchase, Products purchased, purchase amount, invoice number and name and/or logo of the online platform and/or merchant (“Invoice Details”).
- d. For Participants with purchases from any exclusive instore outlets listed below (“Exclusive Outlets”), during the Promotion Period will also stand a chance to win additional prizes. Please refer to sections 10 to 15.
- i. LOTUS’S.
 - ii. ECONSAVE
 - iii. Any other local supermarkets and general trade outlets (“LS & GT”).
- e. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt and/or Invoice (“Proof of Purchase”) submitted. For every Ringgit Malaysia Fifteen (RM15), the Organiser will allocate one (1) serial number up to a maximum of ten (10) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Proof of Purchase has been allocated. Please refer the Judging Details sections s below.
- For example:
- If you purchase RM17.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate one (1) serial number.
 - If you purchase RM179.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate ten (10) serial numbers.
- f. There are two (2) methods to participate in the Promotion which is EITHER via:
- i. Website; OR
 - ii. WhatsApp.
- g. All entries that do not meet the requirements stated herein shall be disqualified by the Organiser. **Participants may submit as many entries as they wish but each Proof of Purchase is ONLY eligible to one (1) entry either via Website or via WhatsApp.**
- h. The Organiser shall reserve the right to disqualify any Proof of Purchase which is illegible, with incomplete details, reprinted, duplicated, unclear, damaged, altered and/or modified in any way without further notification to the Participants. For the avoidance of doubt, the Organiser may also, without further notification to the Participant, disqualify any Proof of Purchase if the Organiser suspects that a Participant submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.

- i. Website Entry participation steps:
- i. Visit the Promotion website and complete the Web Form at: https://nestlemalaysia.qualifioapp.com/quiz/1377833_2862/.html or scan the QR code shown on the communication materials at participating outlets.
 - ii. Complete all the required personal details (“Personal Details”) in the Web Form provided on the Promotion website.
 - iii. Snap one (1) clear and legible picture/image in jpg or jpeg or png format (“Image”) of the Receipt and/or Invoice complete with the Receipt and/or Invoice Details.
 - iv. One (1) Image must contain a picture of one (1) Receipt and/or Invoice only and the Image file must be less than 5MB.
 - v. Upload the Image on the Web Form and submit (“Entry”).
 - vi. The Organiser will reply with an auto-reply acknowledgment message for each Entry received.
- j. WhatsApp entry participation steps:
- i. Snap one (1) clear and legible picture/image in jpg or jpeg or png format of the Receipt complete with the Receipt Details (“Image”).
 - ii. One (1) Image must contain a picture of one (1) Receipt only and the Image file must be less than 5MB.
 - iii. Submit the Image via WhatsApp to **6018 388 6133** using a mobile number registered in Malaysia.
 - iv. You will receive an autoreply message prompting you to submit your Full Name and Identification Number (“Personal Details”) immediately following the format: **#FULL NAME#ID NO** to complete your registration and entry submission (“Entry”).
For example: Type: **#ALI BIN OMAR#010801145895** and send.
 - v. You are required to provide your Personal Details only once. You may submit as many Entries as you want, and all subsequent Entries will be linked to the initially provided Personal Details.
 - vi. An auto reply acknowledgement message will be sent by the Organiser for the first Entry received from each mobile number only.
- k. The Organiser will extract all Entries received for further processing, verification and qualifying. The Organiser shall reserve the right to disqualify any Entries with incomplete Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Receipt. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.
- l. The Organiser shall reserve the right to request for evidence of the original Proof of Purchase hardcopy for verification and prize redemption. Failure to produce 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 or beyond the Promotion Period will be automatically disqualified.
8. <u>Weekly Prizes:</u>	<p>a. There is a total of sixty nine (69) Weekly Prizes consists of below prizes to be won for each week for eight (8) consecutive weeks.</p> <p>i. Two (2) Weekly Grand Prize in the form of one (1) RM10,000 Duit Raya cash each.</p> <p>ii. Eleven (11) Weekly 1st Prize in the form of one (1) HABIB JEWELS* 999.9 5g Gold Bar* worth RM1,700 each. <i>* The value of the HABIB JEWELS 999.9 5g Gold Bar is correct at the time of printing. The gold value is according to the current gold price. A HABIB JEWELS certificate of authenticity will be included in the packaging.</i></p> <p>iii. Fifty six (56) Weekly Consolation Prizes in the form of one (1) RM50 Touch 'n Go eWallet Reload PIN each, subject to terms and conditions thereto.</p> <p>b. There is a total of five hundred and fifty two (552) Weekly Prizes to be won at the end of the Promotion Period.</p> <p>c. The pool of Entries is based on the submission date and the eight (8) weekly periods are as per below: Week 1: 01/03/2024 – 07/03/2024 Week 2: 08/03/2024 – 14/03/2024 Week 3: 15/03/2024 – 21/03/2024 Week 4: 22/03/2024 – 28/03/2024 Week 5: 29/03/2024 – 04/04/2024 Week 6: 05/04/2024 – 11/04/2024 Week 7: 12/04/2024 – 18/04/2024 Week 8: 19/04/2024 – 30/04/2024</p>
9. <u>Judging Details – Weekly Prizes:</u>	<p>a. As part of the Weekly Prize Finalists' selection process, the Organiser will tabulate the Entries received and allocate a serial number, up to a maximum of ten (10) serial numbers, for each Entry received and approved by the Organiser to be a successful entry each week, per the weekly schedule 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".</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 Weekly Qualified Entries"). Assuming that the Total Weekly Qualified Entries for the week is 1129, the Organiser will compute and select based on the following:</p> <p>i. Selection of two (2) Weekly Grand Prize Finalists: $1129 \div 2 = 564.5$. Since dividing 1129 with 2 will result in a number with decimal value, the number 564.5 will be rounded down to 564. The following 2 Participants with Qualified Entry bearing the serial numbers will be selected: 564* and 1128* (*computation example: $564, 564+564=1128$).</p> <p>ii. Selection of eleven (11) Weekly 1st Prize Finalists: $1129 \div 11 = 102.64$. Since dividing 1129 with 11 will result in a number with decimal value, the number 102.64 will be rounded down to 102. The following 11 Participants with Qualified Entries bearing the following serial numbers will be selected: 102*,</p>

	<p>204*, 306*, 408, 510 and so forth (*computation example: 102, $102+102=204$, $204+102=306$).</p> <p>iii. Selection of fifty six (56) Weekly Consolation Prize Finalists: $1129 \div 56 = 20.16$. Since dividing 1129 with 56 will result in a number with decimal value, the number 20.16 will be rounded down to 20. The following 56 Participants with Qualified Entries bearing the following serial numbers will be selected: 20*, 40*, 60*, 80, 100 and so forth (*computation example: 20, $20+20=40$, $40+20=60$).</p> <p>c. The Organiser will contact all selected Qualified Entries via WhatsApp from 6018 388 6133 to the mobile number from which the Organiser received in the Qualified Entries. Each selected Qualified Entry will be given one (1) question to answer. The selected 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 Qualified Entry cannot be contacted for whatever reasons.</p>
<p>10. <u>Exclusive Outlet LOTUS'S Weekly Prizes:</u></p>	<p>a. There is a total of twenty-three (23) LOTUS'S Weekly Prizes consists of below to be won for each week for eight (8) consecutive weeks.</p> <p>i. Three (3) LOTUS'S Weekly Grand Prizes in the form of a HABIB JEWELS* 999.9 5g Gold Bar* worth RM1,700 each. <i>*The value of the HABIB JEWELS 999.9 5g Gold Bar is correct at the time of printing. The gold value is according to the current gold price. A HABIB JEWELS certificate of authenticity will be included in the packaging.</i></p> <p>ii. Twenty (20) LOTUS'S Weekly Consolation Prizes in the form of one (1) RM50 LOTUS VOUCHER each, subject to terms and conditions thereto.</p> <p>b. There is a total of one hundred and eighty-four (184) LOTUS'S Weekly Prizes to be won at the end of the Promotion Period.</p>
<p>11. <u>Judging Details – Exclusive Outlet LOTUS'S Weekly Prizes:</u></p>	<p>a. To select the LOTUS'S Weekly Grand Prizes and Consolation Prize Finalists, <u>ALL Qualified Entries with LOTUS'S Receipts</u> collected and processed during the weekly selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry throughout the weekly period according to the LOTUS'S Receipt submitted (each a "LOTUS'S Qualified Entry" and collectively the "LOTUS'S Qualified Entries"). A set of serial numbers will be allocated for the LOTUS'S Qualified Entries starting from serial number "1".</p> <p>b. The serial numbers allocated to each LOTUS'S Qualified Entry will be tabulated and added up to derive the total number of LOTUS'S Qualified Entries ("Total Weekly LOTUS'S Qualified Entries"). Assuming that the Total LOTUS'S Weekly Qualified Entries received is 181 the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of three (3) Weekly LOTUS'S Grand Prizes Finalists: $181 \div 3 = 60.34$. Since dividing 181 with 3 will result in a number with decimal value,</p>

	<p>the number 60.34 will be rounded down to <u>60</u>. The following 3 Participants with LOTUS'S Qualified Entries bearing the following serial numbers will be selected: 60*, 120* and 180*. (*computation example: <u>60</u>, 60+60=<u>120</u>, 120+60 =<u>180</u>).</p> <p>ii. Selection of twenty (20) Weekly LOTUS'S Consolation Prize Finalists: $181 \div 20 = 9.05$. Since dividing 181 with 20 will result in a number with decimal value, the number 9.05 will be rounded down to <u>9</u>. The following 20 Participants with LOTUS'S Qualified Entries bearing the following serial numbers will be selected: 9*, 18*, 27*, 36, 45, 54 and so forth. (*computation example: <u>9</u>, 9+9=<u>18</u>, 18+9 =<u>27</u>).</p> <p>c. The Organiser will contact all selected LOTUS'S Qualified Entries via WhatsApp from 6018 388 6133 to the mobile number from which the Organiser received in the Qualified Entries. Each selected LOTUS'S Qualified Entry will be given one (1) question to answer. The selected LOTUS'S 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 LOTUS'S Qualified Entry cannot be contacted for whatever reasons.</p>
<p>12. <u>Exclusive Outlet ECONSAVE Weekly Prizes:</u></p>	<p>a. There is a total of twenty-five (25) ECONSAVE Weekly Prizes consists of (1) RM50 ECONSAVE VOUCHER each, subject to terms and conditions thereto to be won for each week for eight (8) consecutive weeks.</p> <p>b. There is a total of two hundred (200) ECONSAVE Weekly Prizes to be won throughout the Promotion Period.</p>
<p>13. <u>Judging Details – Exclusive Outlet ECONSAVE Weekly Prizes:</u></p>	<p>a. To select the ECONSAVE Weekly Prize Finalists, ALL <u>Qualified Entries with ECONSAVE Receipts</u> collected and processed during the weekly selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry throughout the weekly period according to the ECONSAVE Receipt submitted (each a “ECONSAVE Qualified Entry” and collectively the “ECONSAVE Qualified Entries”). A set of serial numbers will be allocated for the ECONSAVE Qualified Entries starting from serial number “1”.</p> <p>b. The serial numbers allocated to each ECONSAVE Qualified Entry will be tabulated and added up to derive the total number of ECONSAVE Qualified Entries (“Total Weekly LOTUS'S Qualified Entries”). Assuming that the Total ECONSAVE Weekly Qualified Entries received is <u>181</u> the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of twenty-five (25) Weekly ECONSAVE Prize Finalists: $251 \div 25 = 10.04$. Since dividing 251 with 25 will result in a number with decimal value, the number 10.04 will be rounded down to <u>10</u>. The following 25 Participants with ECONSAVE Qualified Entries bearing the following serial numbers will</p>

	<p>be selected: 10*, 20*, 30*, 40, 50, 60 and so forth. (*computation example: <u>10</u>, 10+10=<u>20</u>, 20+10 =<u>30</u>).</p> <p>c. The Organiser will contact all selected ECONSAVE Qualified Entries via WhatsApp from 6018 388 6133 to the mobile number from which the Organiser received in the Qualified Entries. Each selected ECONSAVE Qualified Entry will be given one (1) question to answer. The selected ECONSAVE 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 ECONSAVE Qualified Entry cannot be contacted for whatever reasons.</p>
<p>14. <u>Exclusive Outlet LS & GT Weekly Prizes:</u></p>	<p>a. There is a total of forty (40) LS & GT Weekly Prizes consists of below to be won for each week for eight (8) consecutive weeks.</p> <p>i. Four (4) LS & GT Weekly Grand Prizes in the form of a HABIB JEWELS* 999.9 5g Gold Bar* worth RM1,700 each. <i>*The value of the HABIB JEWELS 999.9 5g Gold Bar is correct at the time of printing. The gold value is according to the current gold price. A HABIB JEWELS certificate of authenticity will be included in the packaging.</i></p> <p>ii. Thirty-six (36) LS & GT Weekly Consolation Prizes in the form of one (1) RM50 Touch 'n Go eWallet Reload PIN each, subject to terms and conditions thereto.</p> <p>b. There is a total of three hundred and twenty (320) LS & GT Weekly Prizes to be won at the end of the Promotion Period.</p>
<p>15. <u>Judging Details – Exclusive Outlet LS & GT Weekly Prizes:</u></p>	<p>a. ALL <u>Qualified Entries with LS & GT Receipts</u> collected and processed during the weekly selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry throughout the weekly period according to the LS & GT Receipt submitted (each a “LS & GT Qualified Entry” and collectively the “LS & GT Qualified Entries”). A set of serial numbers will be allocated for the LS & GT Qualified Entries starting from serial number “1”.</p> <p>b. The serial numbers allocated to each LS & GT Qualified Entry will be tabulated and added up to derive the total number of LS & GT Qualified Entries (“Total Weekly LS & GT Qualified Entries”). Assuming that the Total LS & GT Weekly Qualified Entries received is 185 the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of four (4) LS & GT Weekly Grand Prize Finalists: $185 \div 4 = 46.25$. Since dividing 185 with 4 will result in a number with decimal value, the number 46.25 will be rounded down to <u>46</u>. The following 4 Participants with LS & GT Qualified Entries bearing the following serial numbers will be selected: 46*, 92*, 138* and 184 (*computation example: <u>46</u>, 46+46=<u>92</u>, 92+46 =<u>138</u>).</p>

	<p>ii. Selection of thirty six (36) LS & GT Weekly Consolation Prize Finalists: $185 \div 36 = 5.14$. Since dividing 185 with 36 will result in a number with decimal value, the number 5.14 will be rounded down to <u>5</u>. The following 36 Participants with LS & GT Qualified Entries bearing the following serial numbers will be selected: 5*, 10*, 15*, 20, 25, 30 and so forth (*computation example: <u>5</u>, 5+5=<u>10</u>, 10+5 =<u>15</u>).</p> <p>c. The Organiser will contact all selected LS & GT Qualified Entries via WhatsApp from 6018 388 6133 to the mobile number from which the Organiser received in the Qualified Entries. Each selected LS & GT Qualified Entry will be given one (1) question to answer. The selected LS & GT 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 LS & GT Qualified Entry cannot be contacted for whatever reasons.</p>
<p>16. <u>Additional Terms:</u></p>	<p>a. Each participant may throughout the Promotion Period win only:</p> <ol style="list-style-type: none"> i. one (1) Weekly Prize of the higher value, ii. one (1) Exclusive Outlet LOTUS'S Weekly Prize of the higher value, iii. one (1) Exclusive Outlet ECONSAVE Weekly Prize, and iv. one (1) Exclusive Outlet LS & GT Weekly Prize of the higher value. <p>b. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment.</p> <p>c. The RM10,000 Duit Raya cash 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.</p> <p>d. The HABIB JEWELS 999.9 5g Gold Bar Prizes will be delivered to the Winners or by own collection from the Organiser within six (6) to eight (8) weeks from the closing date of the Promotion. The Organiser will contact all Winners for the preferred delivery method. The Organiser reserves the rights to extend the timelines stated under this section owing to reasons beyond the control of the Organiser.</p> <p>e. The RM50 LOTUS'S and ECONSAVE Voucher Prizes will be delivered to the Winners via courier to the address from which the Organiser received in the Entry within six (6) to eight (8) weeks from the closing date of the Promotion.</p> <p>f. All Touch 'n Go eWallet Reload PIN codes will be sent to the Winners within six (6) to eight (8) weeks from the closing date of the Promotion to the mobile numbers from which the Organiser received in the Entry. The Organiser will not be held responsible if any of the TnG Reload PINs cannot be delivered to the Participants due to any change or difference in the mobile contact number submitted to the Organiser during Entry submission. Usage of the Touch 'n Go</p>

	<p>eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; https://www.touchngo.com.my/assets/pdf/user-tnc.pdf.</p> <p>g. The Organiser reserves the rights to extend the timelines and change the method of prizes fulfilment stated under this section at the discretion of the Organiser. The Winners list will be featured in the Organiser's website within six (6) to eight (8) weeks from the closing date of the Promotion.</p> <p>h. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.</p> <p>i. The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available.</p> <p>j. 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.</p> <p>k. 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.</p>
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*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <https://www.nescafe.com/my/our-campaigns/peraduan-jom-beli-dan-menang-2024> collectively "Terms and Conditions" and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Promotion (hereinafter referred to as "Participants", "Participant", "You", "you", "your").*

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 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.