Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. **Organiser:**	Nestlé Products Sdn. Bhd. (197901000966).
2. **Mentor Programme:**	NESCAFÉ PROJECT HIDUPKAN DUNIAMU
3. **Mentor Programme Period:**	The Mentor Programme will run for eight (8) months, from 5 October 2026 to 31 May 2027, comprising the following stages: a. Online Submission Period: Starts at 00:00:00 on 5 October 2026 and closes at 23:59:59 on 15 November 2026. b. Shortlisting & Onboarding Period: 1 December 2026 to 31 December 2026 c. Mentor Programme Period: 1 January 2027 – 30 April 2027 d. Finale Period: 1 May 2027 – 31 May 2027
4. **Eligibility:**	a. The Mentor Programme is open to Malaysians with a valid identification document, aged 18 years old to 30 years old only, as of the start of the Online Submission Period ("Participants"), who successfully complete and submit the Submission Form during the Online Submission Period. b. The Organiser shall reserve the right to request for evidence of identification documents.
5. **Participation Method:**	a. NO PURCHASE is required to participate in the Mentor Programme. b. There is only one (1) method of submitting an Entry, which is **via the Mentor Programme Submission Form below**. All other methods of submission will be disqualified. **Entries Submission via Mentor Programme Submission Form ("Mentor Programme Submission Form")** c. Participants must complete all the mandatory details required as stated in the Mentor Programme Submission Form, at: https://nestlmalaysianew5.qualifioapp.com/quiz/1854950_3108/projekhidupkanduniamu2026.html

	d. Participants must upload on TikTok one (1) Original Video ("Video") in conformity with the Mentor Programme Theme (see Clause 7 below) and is no more than sixty (60) seconds in duration, featuring the Participant. The Video must be in a 9:16 ratio, in MPEG, MP4, MOV or AVI format, with a maximum file size of 30MB. Participants are encouraged to include the hashtag #nescafehidupkanduniamu when uploading the Video to TikTok. Use of the hashtag is optional and does not invalidate an Entry. e. Participants must provide a valid TikTok video link corresponding to the Video submitted. Only TikTok video links will be accepted. The Participant's TikTok account must be set to public, and the TikTok account and Video must remain publicly accessible on TikTok throughout the eight (8)-month Online Submission and Mentor Programme period. Links to other platforms, including but not limited to Instagram, Facebook or YouTube, will be automatically disqualified. f. Participants must answer all mandatory questions in the Submission Form, agree to the Mentor Programme Terms & Conditions and Privacy Policy, and click 'Submit' ("Entry") g. The Organiser will reply with a "Thank You" acknowledgment message for each Entry received. h. Participants may submit multiple Entries with different videos during the Online Submission Period. However, ONLY one (1) Entry per Participant may be shortlisted. Each unique Participant is defined as an individual with a unique identification number (e.g. National Registration Identity Card (MyKad), Police ID or Armed Forces ID) and unique mobile number, as determined by the Organiser. Where the same or substantially identical Video, as exclusively determined by the Organiser, is submitted more than once by the same Participant, the subsequent duplicate Entry or Entries will be disqualified. i. The Organiser reserves the right to disqualify any Entry that is incomplete, contains false, inaccurate or inconsistent information, or otherwise fails to comply with these Terms & Conditions, without prior notice to the Participant. j. Each Entry received will be verified and approved by the Organiser to be a qualified entry (each a "Qualified Entry" and collectively, the "Qualified Entries"). The Organiser reserves the right to disqualify any Entry that fails to comply with these Terms & Conditions, including but not limited to incomplete, false, inaccurate or inconsistent information; failure to answer all mandatory questions; failure to meet the prescribed Video and TikTok submission requirements; failure to meet the eligibility requirements; or any other non-compliance with these Terms & Conditions. All entries will be screened for duplication based on the mandatory information provided in the Mentor Programme Submission Form. Any duplicate entries and/or entries that do not meet the eligibility criteria stated herein will be disqualified at the sole discretion of the Organiser.

6. **Entry Deadline:**	All Entries must be received by the Organiser on or before 23:59:59 on 15/11/2026. All Entries received outside the Online Submission Period will be automatically disqualified.
7. **Mentor Programme Theme:**	a. The theme of the Mentor Programme ("Mentor Programme Theme") is "Project Hidupkan Duniamu: Why I Deserve a Place in Project Hidupkan Duniamu". b. Each Participant must submit an Entry that is relevant to the Mentor Programme Theme and expresses who they are and their aspiration, project or venture; why it matters to them and what they have done so far; what they aim to achieve during the Mentor Programme and where they hope to take their aspiration, project or venture thereafter; the potential difference or impact it could create for themselves and/or others; and how the allowance and mentorship provided through the Mentor Programme could help them move forward.
8. **Qualified Entries**	a. To be deemed valid and qualified, an Entry must satisfy ALL of the following requirements: i. Submitted by Participants during the Online Submission Period; ii. include one (1) Original Video compliant with the Mentor Programme Theme of no more than sixty (60) seconds featuring the Participant, together with the corresponding TikTok video link, in accordance with Clauses 5(d) and 5(e); iii. provide answers to mandatory questions in the Submission Form; and iv. comply with all other requirements under these Mentor Programme Terms & Conditions. b. Participation is limited to individual Entries. Team or group Entries and Entries submitted on behalf of another person will not be accepted. Other persons may appear in the submitted video subject to the applicable consent requirements (and for minors as at the date of the video being recorded, the consent of his/her parent/guardian must also be obtained), but only the Participant named in the Submission Form will be eligible for selection and Programme benefits. No children under the age of six (6) shall be included in the video regardless of consent having been obtained.
9. **Eligible Aspiration / Project / Venture:**	a. The Participant must have an aspiration, project or venture that: i. is at the idea stage, early stage of development, or has been actively pursued or operating for no more than three (3) years as of 1 October 2026; ii. falls within one (1) of the following five (5) passion pillars: Culinary, Music, Film Arts, Gaming & Technology or Fashion; iii. is lawful in Malaysia and, where applicable, has obtained or is capable of obtaining any licence, permit, approval or registration required for its activities; and iv. does not involve, promote or depend upon any of the excluded categories set out in paragraph (c) below (the "Excluded Categories").

	b. All aspirations, projects or ventures submitted in connection with the Mentor Programme must be aligned throughout the Mentor Programme Period with responsible, ethical and sustainable practices. The Organiser shall have the exclusive right to reject or disqualify any Entry that is deemed inconsistent with Nestlé's values, sustainability commitments, human rights principles, responsible business practices, environmental responsibility or applicable laws and regulations, as may be varied from time to time. c. The following are Excluded Categories for the purposes of the Mentor Programme: i. alcoholic beverages; ii. tobacco, vape or e-cigarette products; iii. gambling or betting; iv. weapons or ammunition; v. multi-level marketing, pyramid or investment schemes; vi. cryptocurrency trading or unlicensed financial services; vii. businesses (local or otherwise) in any format that compete directly within the coffee category in any format; viii. projects, ventures or activities that promote hatred, discrimination, harassment, bullying, violence or physical harm against any individual or group; ix. projects, ventures or activities involving obscene, pornographic, sexually explicit or sexually exploitative content or services; or x. projects, ventures or activities containing content relating to race, religion, royalty or political matters that is inflammatory, discriminatory, derogatory or otherwise contrary to the Organiser's applicable content requirements. d. The Organiser reserves the right to add to the above Excluded Category throughout the Programme Period and Mentor Programme Period and/or determine whether an aspiration, project or venture falls within an Excluded Category in accordance with these Terms & Conditions in which case such Entry will be disqualified without further notice to the participant.
10. **Original Video and Content Requirements:**	a. An Original Video must meet ALL of the following requirements: i. the Participant must appear on camera in person, speak in their own voice and be clearly identifiable as the individual named in the Submission Form; ii. the message, story and ideas communicated in the Original Video must be the Participant's own and must not be copied or adapted from another person's content, script or submission; and iii. footage and images used in the Original Video must be filmed or created by or for the Participant. Stock footage, stock images and unauthorised third-party element/content are not permitted. b. The use of Artificial Intelligence ("AI") in the Original Video is subject to the following requirements:

	i. AI tools may only be used for post-production purposes, such as editing assistance, captions, subtitles, colour correction or audio clean-up; ii. AI-generated or virtual presenters, avatars, digital twins, deepfakes, cloned or synthetic voices, AI voiceovers and other AI-generated representations of individuals are not permitted; iii. AI-generated footage or imagery must not be used as a substitute for the Participant's required original footage or content; iv. AI tools must not be used to generate, imitate or reproduce any identifiable person, copyrighted work, trademark, brand, character or other third-party protected material without the necessary rights, permissions or approvals; and v. any permitted use of AI must not materially misrepresent the Participant, their aspiration, project or venture, or otherwise create false or misleading content. Where disclosure of AI use is required by applicable law, platform requirements or other applicable requirements, the Participant must make the necessary disclosure. Failure to comply with the above shall lead to automatic disqualification of the submission without further notice to the Participant. c. Where any other person appears in the Original Video: i. Where any other person appears in the Original Video, the applicable consent and age requirements under Clause 8(b) shall apply. d. Where any third-party material, music or audio is used in the Original Video: i. the Participant must ensure that the submitted content does not infringe any copyright, trademark, privacy, publicity or other rights belonging to any third party; ii. original audio or appropriately licensed third-party music or audio may be used, provided that the applicable licence permits its use in the Mentor Programme submission, corresponding TikTok video and the Organiser's permitted use of the submitted content under these Terms & Conditions; iii. the Participant is responsible for obtaining all necessary permissions, licences and consents relating to any permitted third-party material included in the submission; and iv. the availability of any music, audio or other content on TikTok does not, by itself, constitute confirmation that the Participant has the necessary rights for its use in the Mentor Programme or for the Organiser's permitted use of the submitted content. e. Submitted content must NOT contain any of the following prohibited content: i. contain, feature or promote any of the Excluded Categories or prohibited subject matter set out in Clause 9(c); ii. infringe any copyright, trademark, privacy, publicity or other third-party rights; iii. contain false or misleading claims;

	iv. contain unauthorised personal information relating to another person; or v. contain paid promotion or advertising for another brand. f. Participants retain ownership of their original submitted content, subject to any third-party rights contained therein. By submitting an Entry, the Participant grants and consents (including procuring such third party consent) to the Organiser accessing, reviewing, processing and otherwise using, in whole or in part and in any form, the submitted content, including the Original Video and corresponding TikTok video, as reasonably required for purposes connected with the administration, judging, verification and conduct of the Mentor Programme during the relevant periods without the need to obtain further consent from the Participant. Any use of the submitted content, video or the Participant's name, image or likeness, for publicity, advertising, promotional or other external communications will be subject to any additional consent or authorisation as may be required by the Organiser. g. The Organiser reserves the right to request any raw footage, source files, project files, permissions, licences, consents or other reasonable supporting evidence, whether in hardcopy or softcopy where applicable, to verify compliance with the requirements set out in this section. Failure to provide any such requested evidence within the timeframe stipulated by the Organiser, or where an Entry or Participant is otherwise found to have failed to comply with any such requirements, may result in the disqualification of the Entry and/or termination of the Participant's continued participation in the Mentor Programme, as applicable, without prior notification.
11. **<u>Mentor Programme Benefits:</u>**	a. A total of fifteen (15) Participants ("Finalists") will be shortlisted to proceed to the Online Interview and applicable verification process. Finalists who successfully complete the Online Interview and fulfil the applicable eligibility, verification and selection requirements will be confirmed to participate in Project Hidupkan Duniamu Mentor Programme ("Mentor Programme"). b. Each Finalist who participates in and completes the Mentor Programme will be eligible to receive the following Programme Benefits ("Programme Benefits"), to the extent applicable and subject to the Participant's continued participation in and compliance with the Programme requirements: i. a monthly financial allowance of RM4,000.00 for six (6) months, amounting to a total of RM24,000.00 per Participant, ii. active participation in the monthly Mentor Programme, including mentoring and guidance from the mentor(s) appointed by the Organiser; iii. travel and/or accommodation support, where applicable, for travel required in connection with the Mentor Programme and where location is in Kuala Lumpur, subject to the Organiser's requirements and at the Organiser's exclusive discretion. Further details on the applicable travel and/or accommodation support and arrangements will be communicated upon such time when travel is required; and

	iv. the opportunity to participate in the Programme Finale and be considered for the applicable post-Programme incentives, recognition and/or opportunities, subject to the relevant requirements and criteria to be determined by the Organiser.
12. **Judging Criteria:**	a. All Entries will be reviewed by the Organiser against the applicable eligibility, submission and content requirements, as stated in Clause 8. Entries that satisfy ALL applicable requirements will be deemed Qualified Entries and will proceed to judging. b. Qualified Entries will be evaluated by the Organiser's appointed representative(s), together with the appointed subject-matter expert or equivalent relevant to the Participant's selected passion pillar (Culinary, Music, Film Arts, Gaming & Technology or Fashion). c. Each Qualified Entry will be evaluated based on the following Judging Criteria ("Judging Criteria"), with a total available judging score of 100%: i. Sustainable Growth Potential – 30%: Does your aspiration, project or venture has the potential to grow, evolve and continue beyond the Mentor Programme? ii. Clear and Realistic Aspiration, Project or Venture – 25%: Is your aspiration, project or venture clearly defined, with realistic steps that can be achieved during the Mentor Programme Period? iii. Commitment, Drive & Initiative – 20%: What have you done to pursue it? iv. Impact – 15%: What difference could your aspiration, project or venture make for you and/or others? v. Relevance of Programme Support – 10%: How would this programme help you move forward? d. Each applicable judge will independently score each Qualified Entry against the approved Judging Criteria and Weightage, for a total score out of 100. The Organiser will tabulate the scores submitted by the judges, and the scores awarded by the applicable judges will be averaged to determine each Qualified Entry's final score ("Final Score"). e. The Organiser will not disclose individual scores, judges' comments or deliberations, or the reasons for the selection or non-selection of any Participant or Finalist. All judging and selection decisions made in accordance with the approved Judging Criteria shall be final and at the discretion of the appointed judging panel. f. Qualified Entries will be ranked from highest to lowest based on their Final Scores. The fifteen (15) highest-scoring Participants will be shortlisted as finalists ("Finalists") to proceed to the Online Interview and applicable verification process, subject to only one (1) Entry per Participant being eligible for shortlisting. Where a Participant has submitted multiple Qualified Entries,

	only the Participant's highest-scoring Qualified Entry will be considered for shortlisting. g. The Organiser reserves the right to conduct further eligibility and compliance verification at any stage of the Mentor Programme. h. The Organiser reserves the right to replace any Finalists with such other eligible finalists at any time at its own discretion should any Finalists be deemed to not be able to continue the Programme for any reasons whatsoever.
13. **Additional Terms:**	a. The Organiser will contact all Finalists via WhatsApp from +6011 2877 4878 (managed by the Organiser's service provider, MediaCliQ) to the mobile number submitted in the Qualified Entries. Finalists will be informed of their shortlisting and invited to attend an Online Interview. The Finalists must confirm their attendance for the Online Interview within **forty-eight (48) hours** from the timestamp of the message being sent. Failure to respond within the stipulated time, declining to participate in the Online Interview, failure to provide any information or documentation required by the Organiser, failure to satisfy the final eligibility verification, or otherwise being found to be ineligible or in breach of these Mentor Programme Terms & Conditions may result in the Finalist no longer being considered for participation in the Mentor Programme. The Organiser shall not be held liable in the event that a Finalist cannot be contacted via WhatsApp for any reason. The Organiser reserves the right to offer the place to the next highest-scoring eligible Participant, subject to the same eligibility verification and acceptance requirements. b. Following the Online Interview and applicable verification process, the Organiser will determine the Finalists who will be confirmed to participate in the Mentor Programme. c. All Finalists must provide complete and accurate personal details as requested by the Organiser for final eligibility verification and administration of the Mentor Programme. Failure to do so may result in disqualification. The Organiser reserves the right to disqualify any Finalist if the personal details, including full name, identification number and mobile number, are found to be false, inaccurate or incorrect at any time. d. The Organiser reserves the right to request the Finalists to send their full name as per NRIC and NRIC number in text format for verification purposes to the designated WhatsApp number +6011 2877 4878 and/or Contest Agency's email address at contest@mediacliq.com. Failure to comply will result in disqualification. In the event that the Organiser suspects any fraud, falsification, misrepresentation or mismatch between the information provided by the Finalist and the information submitted in the Submission Form, the Organiser reserves the right to disqualify the Finalist and offer the place to the next highest-scoring eligible Participant.

e. Finalists may be required to provide or verify additional information for the purposes of the Mentor Programme, including but not limited to:
   i. personal particulars and identification details;
   ii. nominated bank account details for payment of the monthly allowance;
   iii. mentoring schedule and availability;
   iv. availability to attend online and/or physical Mentor Programme activities in Kuala Lumpur; and
   v. any other information or documentation reasonably required by the Organiser for administration of the Mentor Programme and eligibility verification.

f. Participation in the Mentor Programme will be subject to separate Mentor Programme Terms & Conditions, which will be provided to the Finalists only. Each Finalist must review and agree to comply with the Mentor Programme Terms & Conditions as a condition of participating in the Mentor Programme and receiving the Programme Benefits.

g. The provision and fulfilment of all Programme Benefits will be subject to these Mentor Programme Terms & Conditions and the applicable Mentor Programme Terms & Conditions provided to the Finalists.

h. The Organiser reserves the right to change the method of provision or fulfilment of the Programme Benefits, where applicable, at the discretion of the Organiser.

i. The announcement of the Finalists will be published on the Organiser's social media page at: https://www.facebook.com/Nescafe.MY and Organiser's website at: https://www.nescafe.com/my/campaigns/projek-hidupkan-duniamu-2026 six (6) to eight (8) weeks from the closing date of the Online Submission Period.

j. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Mentor Programme Benefits or due to any other unforeseen circumstances beyond the Organiser's control including governmental interference, civil commotion, riot, war, strikes, fire, flood, pollution, 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.

k. The Organiser shall not be liable for any loss or damage that occurs to the Programme Benefits during the delivery process. Any other additional costs (i.e., travel expenses, transportation cost, duties and taxes) involved to redeem or collect the prize shall be borne by the winner at their own cost.

*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/campaigns/projek-hidupkan-duniamu-2026 , 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 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 www.nestle.com.my/info/privacy_notice/bm.