

PERADUAN NESTLÉ MULAKAN TAHUN BARU EKSKLUSIF DI TESCO

TERMS AND CONDITIONS

Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966].
2. <u>Promotion:</u>	PERADUAN NESTLÉ MULAKAN TAHUN BARU EKSKLUSIF DI TESCO.
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 12/11/2020 and closes at 23:59:59 on 30/12/2020.
4. <u>Eligibility:</u>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Participating And Non-Participating Products:</u>	<p>a. Products from NESTLÉ brands listed below are participating in the Promotion ["Products"]:</p> <ul style="list-style-type: none"> i. MILO ii. MAGGI iii. NESCAFÉ iv. NESCAFÉ DOLCE GUSTO v. COFFEE-MATE vi. NESTLÉ ICE CREAM vii. KITKAT viii. CRUNCH WAFER ix. KOKO KRUNCH x. HONEY STARS xi. FITNESSSE xii. CORNFLAKES xiii. JUST MILK xiv. NESTLÉ OMEGA PLUS xv. NESPRAY xvi. EVERYDAY xvii. NESTUM xviii. CERELAC xix. LACTOGROW xx. LACTOGROW AKTIF xxi. LACTOKID xxii. NANKID OPTIPRO xxiii. STARBUCKS <p>b. Products from NESTLÉ brands listed below are NOT participating in the</p>

	<p>Promotion:</p> <ol style="list-style-type: none"> i. NESPRESSO ii. NESTLÉ PROFESSIONAL iii. NESTLÉ HEALTH SCIENCE iv. NESTLE INFANT MILK FORMULA AND FOLLOW UP FORMULA v. WYETH
<p>6. <u>Entry Method via WhatsApp:</u></p>	<ol style="list-style-type: none"> a. The participation method is via WhatsApp only. All WhatsApp entries that do not meet the requirements stated herein shall be disqualified by the Organiser. b. To participate in the Promotion via WhatsApp, purchase a minimum of RM15 [up to a maximum of RM150] worth of Products in a single original receipt from any TESCO outlets during the Promotion Period. c. The Receipt is in the form of printed receipts from TESCO Point of Sale systems OR in the form of e-receipts for TESCO online purchases. E-receipts for online purchases with promotion codes and/or discount vouchers, the FINAL PAID amount must be RM15.00 and above to qualify [“Receipt”]. d. The Receipt must bear the Products purchase, date of purchase, purchase amount, receipt number and name and/or logo of the outlet [“Receipt Details”]. e. Each Receipt is ONLY eligible to one [1] WhatsApp entry. The Organiser shall reserve the right to disqualify any WhatsApp entries with reprinted and/or duplicated Receipt and/or containing more than one [1] Receipt. f. WhatsApp entry participation steps: <ol style="list-style-type: none"> i. Write on the front of the Receipt your full name, identification number and email address, if available [“Personal Details”]. <u>For example, write on the Receipt:</u> <i>Sarah Lee Ah Moi</i> <i>861202085554</i> <i>Sarah.lee@yahoo.com.my</i> ii. Snap one [1] <u>clear and legible</u> picture/image of one [1] Receipt complete with your Personal Details and Receipt Details. iii. Submit one [1] picture/image via WhatsApp from any number registered in Malaysia to 018-228 6338 [“Entry”]. iv. The Organiser WILL auto-reply acknowledgment message for each Entry received. g. The Organiser will PRINT all Entries received for further processing. Unclear, illegible and incomplete Entry will be disqualified. h. The Organiser shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and prize forfeiture.
<p>7. <u>Entry Deadline:</u></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 30/12/2020. All Entries received outside the Promotion Period will be</p>

	automatically disqualified.
8. <u>Daily Prizes:</u>	a. There are ten [10] Daily Prizes in the form of RM150 TESCO Vouchers each to be won each day for forty nine [49] consecutive days. In total, there are four hundred and ninety [490] Daily Prizes to be won throughout the Promotion Period.
9. <u>Daily Prizes Judging Details:</u>	<p>a. As part of the daily prize finalists' selection process, the Organiser will allocate serial numbers [up to a maximum of ten [10] serial numbers] for each received and approved by the Organiser to be a successful entry each day, throughout the Promotion Period according to 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 day 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 received for the day is 188 the Organiser will compute and select the finalists based on the following:</p> <p>i. Daily selection of ten [10] Daily Prize Finalists: $188 \div 10 = 18.8$. Since dividing 188 with 10 will result in a number with decimal value, the number 18.8 will be rounded down to 18. The following 10 Participants with Qualified Entries of the day bearing the following serial numbers will be selected: 18*, 36*, 54*, 72, 90 and so forth. [*computation example: 18, $18+18=36$, $36+18=54$].</p>
10. <u>Weekly Prizes:</u>	<p>a. There are three [3] Weekly Prizes in the form of RM1000 cash each to be won each week for seven [7] consecutive weeks. In total, there are twenty one [21] Weekly Prizes to be won throughout the Promotion Period.</p> <p>b. The seven [7] weekly periods are as per below: Week 1: 12/11 – 18/11/2020 Week 2: 19/11 – 25/11/2020 Week 3: 26/11 – 02/12/2020 Week 4: 03/12 – 09/12/2020 Week 5: 10/12 – 16/12/2020 Week 6: 17/12 – 23/12/2020 Week 7: 24/12 – 30/12/2020</p>
11. <u>Weekly Prizes Judging Details:</u>	<p>a. As part of the weekly prize finalists' selection process, ALL Qualified Entries collected and processed by the Organiser during the daily finalists' selection process and throughout the entire Promotion Period will separately be allocated a set of serial numbers starting from serial number "1".</p> <p>b. Each week the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ["Total Qualified Entries"]. Assuming that the Total Qualified Entries received for the week is 1888 the Organiser will compute and select the finalists based on the following:</p> <p>ii. Weekly selection of three [3] Weekly Prize Finalists: $1888 \div 3 =$</p>

	<p>629.3. Since dividing 1888 with 3 will result in a number with decimal value, the number 629.3 will be rounded down to 629. The following 3 Participants with Qualified Entries of the week bearing the following serial numbers will be selected: 629*, 1258* and 1887*. [*computation example: 629, 629+629=1258, 1258+629=1258].</p>
12. Grand Prizes:	There are three [3] Grand Prizes in the form of RM10000 cash each to be won throughout the Promotion Period.
13. Judging Details – Grand Prizes:	<p>a. As part of the Grand Prize finalists’ selection process, ALL Qualified Entries collected and processed by the Organiser during the weekly finalists’ selection process and throughout the entire Promotion Period will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>b. At the end of the Contest Period 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 is 13483, the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of three [3] Grand Prize Finalists: $13483 \div 3 = 4494.3$. Since dividing 13483 with 3 will result in a number with decimal value, the number 4494.3 will be rounded down to 4494. The following 3 Participants with Qualified Entries of the bearing the following serial numbers will be selected: 4494*, 8988* and 13482*. [*computation example: 4494, 4494+4494=8988, 8988+4494=13482].</p>
14. Additional Terms:	<p>a. The Organiser will contact all selected Finalists via the contact numbers or mobile numbers from which the Organiser received in the Qualified Entries. Each selected Finalists will be given one [1] question to answer. The selected Finalists must answer the question posted by the Organiser correctly in order to win the Prizes. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win:</p> <ol style="list-style-type: none"> i. One [1] Daily Prize, [up to a maximum of two [2] Daily Prizes], ii. One [1] Weekly Prize. iii. One [1] Grand Prize. <p>c. All prizes will be delivered to the winners within 6 – 8 weeks from 30/12/2020 to the addresses provided by the winners. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>d. All unclaimed prizes after the deadline stipulated by the Organiser will be forfeited.</p> <p>e. 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>

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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.dearnestle.com.my/event-and-happening/> and <https://www.facebook.com/>, collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

Consumer Services Contact No.: 1800 88 3433.

Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between these conditions of entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the “Terms and Conditions”. Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Promotion Period, make Prize substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Promotion Entries

- 2.1 By submitting an entry to the Promotion, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Promotion, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.
- 2.3 Proof of submission of an Entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser

is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

3. Eligibility

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Promotion and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

4. Ineligibility

The following groups of persons shall not be eligible to participate in the Promotion:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

5. Disqualification

- 5.1 The following entries will be disqualified:
- (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
 - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the Organiser reserves the right to disqualify any Participant that:
- (a) undermines, has or attempted to undermine the operation of the Promotion by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

6. Prizes

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent sponsor or third party providing the Prizes.
- (a) **Tickets to an Event:**
The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.
- (b) **Travel/Holiday Prizes:**
If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.
- 6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

7. Publicity

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Promotion (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

8. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Promotion and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

9. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Promotion, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions,

10. Limitation of Liability

- 10.1 The Participant’s participation in the Promotion shall be at the Participant’s own risk.
- 10.2 The Organiser, Nestlé Malaysia Group, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Promotion, as well as the redemption and/or utilisation of any Prize won.

11. General

- 11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Promotion and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.
- 11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Promotion, in particular that relates to the Prize, are the properties of their respective owners. This Promotion and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser’s group of companies
- 11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.

- 11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Promotion.
- 11.5 Where the Terms and Conditions of the Promotion is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 11.6 The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the Promotion, 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 berdasarkan Notis Privasi di www.nestle.com.my/info/privay_notice.