



Good Food, Good Life

**PERADUAN NESTLÉ KITKAT CHUNKY #BREAKTOPOWERUP**

**TERMS AND CONDITIONS**

**Schedule to Conditions of Entry**

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966].
2. <b><u>Challenge:</u></b>	PERADUAN NESTLÉ KITKAT CHUNKY BREAKTOPOWERUP!
3. <b><u>Challenge Period:</u></b>	The Challenge starts at 00:00:00 on 14/12/2020 and closes at 23:59:59 on 07/02/2021.
4. <b><u>Eligibility:</u></b>	The Challenge is open to all individual legal residents of Malaysia aged 13 years and above as at the start of the Challenge 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. <b><u>Entry Method:</u></b>	<p>a. To participate in the Challenge, Participants must post or upload an original video content on <u>either</u> Facebook or Instagram (“<b>Social Media Posts</b>”), respectively.</p> <p>b. Entries are not limited to one [1] per Participant. Participants may upload as many entries as they would like on either Instagram or Facebook, but only one entry per participant will be chosen as a winning entry (based on creativity).</p> <p>c. The video must depict the Participant having a break with NESTLÉ KITKAT CHUNKY products [<b>Products</b>] while gaming [<b>Entry(ies)</b>], within the Challenge Period:</p> <ul style="list-style-type: none"><li>i. The Entry must clearly depict the Products in the video.</li><li>ii. The Products must also be mentioned in the post caption and mention @KITKATmalaysia</li><li>iii. The caption posts must include the following hashtags: “a #BreakToPowerUp with #KITKATCHUNKY”</li><li>iv. The Entries must be made PUBLIC.</li></ul>
6. <b><u>Entry Deadline:</u></b>	a. All Entries must be received by the Organiser on or before 23:59:59 on 07/02/2021.

	<p>b. All Entries received outside the Challenge Period will be automatically disqualified.</p>								
<p><b>7. <u>Prizes:</u></b></p>	<p>i. There is a total of fourteen [14] Prizes to be won throughout the Challenge Period:</p> <p><b><u>Weekly Prizes:</u></b></p> <p>ii. Eight [8] Weekly Prizes of Google Play Cards worth RM100.</p> <p>iii. The eight [8] weekly periods are as per below:</p> <table data-bbox="475 667 1348 817" style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Week 1: 14/12 – 20/12/2020</td> <td style="width: 50%;">Week 2: 21/12 – 27/12/2020</td> </tr> <tr> <td>Week 3: 28/12 – 03/01/2021</td> <td>Week 4: 04/01 – 10/01/2021</td> </tr> <tr> <td>Week 5: 11/01 – 17/01/2021</td> <td>Week 6: 18/01 – 24/01/2021</td> </tr> <tr> <td>Week 7: 25/01 – 31/01/2021</td> <td>Week 8: 01/02 – 07/02/2021</td> </tr> </table> <p><b><u>Main Prizes:</u></b></p> <p>i. Two [2] Grand Prize of ASUS ROG Gaming Phone worth RM2,999, one [1] at the end of week four [4] and one [1] on week [8].</p> <p>ii. Two [2] Runner Up Prize of a Todak Gaming Chair worth RM980, one [1] at the end of week four [4] and one [1] on week eight [8].</p> <p>iii. Two [2] Third Prize of a Razer Gaming Headphone worth RM259, one [1] at the end of week four [4] and one [1] on week eight</p> <p>All winners, will get one display box of KITKAT CHUNKY as a gift (consists of 24 pcs).</p>	Week 1: 14/12 – 20/12/2020	Week 2: 21/12 – 27/12/2020	Week 3: 28/12 – 03/01/2021	Week 4: 04/01 – 10/01/2021	Week 5: 11/01 – 17/01/2021	Week 6: 18/01 – 24/01/2021	Week 7: 25/01 – 31/01/2021	Week 8: 01/02 – 07/02/2021
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<p><b>8. <u>Judging Details –</u></b></p>	<p><b><u>Weekly Prizes:</u></b></p> <p>a. As part of the Weekly Prize Finalists’ selection process, the Organiser will choose the winners based on the following criteria:</p> <p>i. All the Entries on Instagram and Facebook mention @KITKATMalaysia with hashtags #BreakToPowerUp and #KITKATCHUNKY</p> <p>ii. based on originality and creativity of the Entry</p> <p><b><u>Main Prizes:</u></b></p> <p>a. As part of the Main Prizes winners selection process, the Organiser will choose the winners based on all the Entries on Instagram and Facebook.</p> <p>b. Main Prize winners will be chosen based on the most creative entries from Week 1 to Week 4, then Week 5 to Week 8.</p> <p>c. Weekly Prizes winners are still eligible for the Main Prizes.</p>								

**9. Additional Terms for the Challenge:**

- a. The Organiser will contact all selected winners via Direct Message on the social media page (Facebook & Instagram) from which the Organiser received in the qualified Entries.
- b. The Organiser will not be held liable in the event the selected winners cannot be contacted for whatever reasons.
- c. Each Participant may throughout the Challenge Period win:  
One [1] Weekly Prize per week, [up to a maximum of two [2] prizes at the end of four [4] weeks, if Participant is chosen for Grand Prize, Runner Up Prize, or Third Prize. Each Participant is eligible to win up to a maximum of two Prizes i.e one (1) Weekly Prize and one (1) Main Prize.
- d. All prizes will be sent to the winners within 6 – 8 weeks from 14/02/2021. The Organiser will not be held liable in the event of non-receipt, delayed delivery of the prizes.
- e. The Organiser shall have the absolute discretion to remove, delete and disqualify any entries that are improper/inappropriate which may include but not limited to submissions that contain any form of profanity or contents that invoke sensitivity, or contain products not manufactured or distributed by the Organiser.
- f. The organiser shall have the exclusive right to use and publish the contents submitted by the Participants in the Challenges for publication purposes, without any further notice to the Participants.
- g. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.
- h. 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.
- i. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Challenge 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>j. 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 cost.</p> <p>k. Prize(s) are given out on an “as is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser, its agent, sponsor, representatives or third party excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.</p>
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This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at <https://www.dearnestle.com.my/kitkat-chunky-contest>, collectively “Terms and Conditions”, and shall be binding on all participants who participate in this Challenge (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

Consumer Services Contact No.: 1800 88 3433.

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## 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 Challenge Period, make Prize substitutions, cancel, terminate or suspend the Challenge in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Challenge will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Challenge including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

## **2. Challenge Entries**

- 2.1 By submitting an entry to the Challenge, 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 Challenge, 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 Challenge 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 Challenge and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Challenge 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 Challenge:

- (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 Challenge 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 Challenge by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Challenge 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 Challenge (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 Challenge 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 Challenge, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Challenge or violation of the Terms and Conditions,

## **10. Limitation of Liability**

10.1 The Participant's participation in the Challenge 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 Challenge, 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 Challenge 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 Challenge, in particular that relates to the Prize, are the properties of their respective owners. This Challenge 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 Challenge.
- 11.5 Where the Terms and Conditions of the Challenge 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 Challenge shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

- 12.1 By participating in the Challenge, 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](http://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](http://www.nestle.com.my/info/privay_notice).



## **PARENT/LEGAL GUARDIAN CONSENT FORM**

**Parent/legal guardian:**

**Name :**

**NRIC/Passport :**

**Address :**

**Contact No. :**

**Minor taking part in the contest/event [“Minor”]:**

**Name :**

**Age :**

**NRIC/Passport (if applicable):**

I, the abovenamed, am the lawful \*parent/legal guardian of the Minor. I confirm that I consent to the Minor participating in the \_\_\_\_\_ [*INSERT NAME OF CONTEST/EVENT*] [“Challenge”] and to receive any prize(s) that \*he/she wins.

I confirm that I have read and understood the terms and conditions of the Challenge made available at [*INSERT AS APPLICABLE*] and undertake to the organiser of the Challenge that both the Minor and I will be bound by the said terms and conditions.

\_\_\_\_\_  
\*Parent/ Legal guardian signature

Date:

(*\*delete as appropriate*)