



Good Food, Good Life

PERADUAN BELI & MENANG BERSAMA NESTLÉ DI ECONSAVE

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. [197901000966]
Contest	“Peraduan Beli & Menang Bersama Nestlé Di Econsave”
Contest Period	The Contest starts at 00:00:00 on 1 st January 2021 and closes at 23:59:59 on 28 th February 2021.
Eligibility	<p>The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period.</p> <p>The following groups of persons are NOT eligible to participate in the Contest:</p> <p>(a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and</p> <p>(b) Employees of the Organiser’s agencies associated with the Contest and their immediate families (spouse, children, parents, siblings, and their spouses).</p>
Entry Method	<p>WhatsApp Submission</p> <p>(a) To participate in the Contest, purchase any NESTLÉ products (<i>EXCEPT FOR</i> NESCAFÉ Dolce Gusto; NESCAFÉ Gold Barista; LACTOGEN 1 & 2; NAN 1 & 2; NAN HA 1 & 2; Starbucks; Nespresso; Nestlé Professional; Nestlé Health Science) (“Products”) worth a minimum of Ringgit Malaysia Thirty Eight (RM38.00) (“Minimum Value”) in a single receipt (“Proof of Purchase”) from any offline / physical Econsave outlets**.</p> <p>**Note: purchases from e-commerce platforms or online sites are not accepted for purposes of this Contest</p> <p>(b) Send a clear picture of the Proof of Purchase via WhatsApp application to 6018-220 0679 together with the following details (“Required Details”) stated clearly on the Proof of Purchase:</p> <ol style="list-style-type: none">i. the full name (Name as per IC) and IC number;ii. e-mail address (if any) <p style="text-align: center;">Example: <i>Lee Mei Ling, 901120-14-4221, meiling@hotmail.com, (“Entry”)</i></p> <p>(c) Submission without e-mail address will still be accepted.</p> <p>(d) The Organiser will not send any acknowledgement notification via WhatsApp or short message service (SMS) for each Entry received.</p> <p>(e) Each Proof of Purchase is eligible for ONLY one (1) Entry submissions.</p> <p>(f) Each Entry, once verified by the Organiser will be assigned one (1) running serial number (“Qualified Entry”).</p>

	<p>(g) Each Participant may only win one (1) prize throughout the entire Contest Period.</p> <p>(h) Entries where the Purchase(s) exceed the Minimum Value in a single Proof of Purchase within the Contest Period will be assigned additional running serial number(s) based on every subsequent Minimum Value fulfilment.</p> <p>(i) The Organizer does not accept any alteration of Proof of Purchase in any form. Hand written receipts, Purchase Orders, e-commerce/online purchase receipts and/or delivery notes will not be accepted as Proof of Purchase.</p> <p>(j) Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners, as the case may be, the Organiser shall reserve the right to request for further evidence in the processing of the Entry including the original Proof of Purchase (hardcopy) the identification documents for verification prior to the delivery of the Prizes. Failure to produce any of the foregoing documents within the stipulated timeframe will result in disqualification and forfeiture of the Prizes.</p>
<p>Entry Deadline</p>	<p>All Entry(ies) must be received by the Organiser on or before 23:59:59 on 28th February 2021. Any Entry received outside the Contest Period shall be automatically disqualified.</p>
<p>Judging details and Shortlisting of Winners</p>	<p><u>Verification of the Entry</u></p> <p>The Organiser will verify each Entry based on the following:</p> <ol style="list-style-type: none"> 1. Clear snapshot of the Proof of Purchase indicating the Product(s), receipt number, date, purchase value and outlet name. 2. Required personal details full name (Name as per IC) and IC number 3. Minimum Purchase of RM 38; and 4. Validity of the purchase date. <p><u>SHORTLISTING OF WINNERS METHOD:</u></p> <p>Once an Entry is verified, the Organiser will shortlist winners based on the following method</p> <p>A. Grand Prize – 3 winners Winners will be shortlisted based on the total serialized numbers allocated for the Qualified Entries received during the entire Contest Period (e.g., 6,000 serial numbers) ÷ 3 = (entry serial number), for example:</p> $6,000 \div 3 = \text{winning entry serial number}$ $= 6,000 \div 3 = \underline{2,000}$ <p>(The multiplication number in this case is 2,000)</p> <p>The Grand Prize winner is the 2000th serial number entry and subsequent serial numbers with the multiplication of 2000. (e.g. 2000*,4000* & 6000*)</p> <p>Rounding formula will be performed if the winning number of entries arises the decimal value, the number will be rounded to the nearest single digit number.</p>

Total of 3 **WINNERS** will be selected.

B. First Prize – 5 winners

Winners will be shortlisted based on the total serialized numbers allocated for the Qualified Entries received during the entire **Contest Period** (e.g., 6,000 serial numbers) – Total Grand Prize winners entry/ies $\div 5 =$ entry serial number, for example:

Assuming Grand Prize winner's Entries: *50 Entries

$$6,000 - *50 \div 5 = \text{winning entry serial number}$$
$$= 6,000 - 50 \div 5 = \mathbf{1190}$$

(The multiplication number in this case is 1190)

The First Prize winner is the 1190th serial number entry and subsequent serial numbers with the multiplication of 1190. (e.g., 1190*, 2380*, 3570, 4760* & 5950*)

The rounding formula will be performed if the winning number of entries arises the decimal value, the number will be rounded down to the nearest single digit number.

Total of 5 **WINNERS** will be selected.

C. Second Prize – 7 winners

Winners will be shortlisted based on the total serialized numbers allocated for the Qualified Entries received during the entire **Contest Period** (e.g., 6,000 serial numbers) – Total Grand and First Prize winners entry/ies $\div 7 =$ entry serial number, for example:

Assuming Grand and First Prize winner's Entries: *50 + *125 Entries

$$6,000 - (*50 + *125) \div 7 = \text{winning entry serial number}$$
$$= 6,000 - (50 + 125) = 5825 \div 7 = 832.1$$

(The multiplication number in this case is 832)

The Second Prize winner is the 832th serial number entry and subsequent serial numbers with the multiplication of 832. (e.g., 832*, 1164*, 2496*, 3328*, 4160*, 4992* & 5824*)

The rounding formula will be performed if the winning number of entries arises the decimal value, the number will be rounded down to the nearest single digit number.

Total of 7 **WINNERS** will be selected.

D. Consolation Prize – 100 winners

Winners will be shortlisted based on the total serialized numbers allocated for the Qualified Entries received during the entire **Contest Period** (e.g., 6,000 serial numbers) – Total Grand, First and Second Prize winners entry/ies $\div 150 =$ entry serial number, for example:

Assuming Grand, First and Second Prize winner's Entries: *50 + *125 + *205 Entries

	<p> $6,000 - (*50+ *125 + *205) \div 100 =$ winning entry serial number $= 6,000 - (50 +125 +205) \div 100 =$ 56.2 (The multiplication number in this case is 56) </p> <p>The Consolation Prize winner is the 56th serial number entry and subsequent serial numbers with the multiplication of 56.</p> <p>The rounding formula will be performed if the winning number of entries arises the decimal value, the number will be rounded down to the nearest single digit number.</p> <p>Total of <u>100 WINNERS</u> will be selected.</p> <p><u>Shortlisted Winners</u></p> <p>The Organiser will call/contact the Shortlisted Winners via their Submission WhatsApp Numbers to ask a simple Contest Question. All Shortlisted Winners will be contacted through the Organiser’s contest number 6018-220 0679. Shortlisted Winners must reply and provide the correct answer during the phone conversation to be eligible to win the prize, failing which will result in forfeiture of the prize. The Organiser will not be held liable in the event the Shortlisted Winner cannot be contacted via the Submission WhatsApp Number provided to the Organiser for whatever reasons.</p> <p>In the event the person who answered the call from the Organiser is not the Shortlisted Winner, the Organizer shall have the full right to disqualify the Shortlisted Winner without further notification.</p> <p>Shortlisted Winners who have provided the answers correctly will be required to provide/confirm certain details including but not limited to delivery address as part of the prize fulfilment process. Failure to provide the required details by any Winners will result in Organiser not being able to fulfil the delivery and forfeiture of the prizes. All phone calls will be recorded for future reference.</p>
<p>Prizes</p>	<p><u>Contest Schedule</u></p> <p>A total of 115 winning Entry(ies) will be selected throughout the Contest Period.</p> <p>The list of shortlisted winners will be announced on the Organizer’s website; https://www.dearnestle.com.my/event-and-happening/peraduan-econsave-beli-dan-menang and Econsave Facebook at ; https://www.facebook.com/EconsaveMY/</p> <p>Prizes</p> <p>A. Grand Prize: Branded Laptop x 3 winners</p> <p>B. First Prize: Branded Essential Vacuum x 5 winners</p> <p>C. Second Prize: Branded Tablet x 7 winners</p> <p>D. Consolation Prize: Touch ‘n Go e-Wallet Reload Pin worth RM118 x 100 winners</p>

Prize Claim/Delivery Date	<ol style="list-style-type: none"> 1. All winners will be contacted via telephone call from the contest number 018-220 0679 for delivery address as part of the prize fulfilment process. The Organiser will not be held liable in the event any shortlisted winner cannot be contacted or did not receive the Organiser’s notification for whatever reasons. Unclaimed prizes will be forfeited. 2. 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. 3. All prizes will be processed for delivery or collection to the winners within six (6) to eight (8) weeks from the end of the Contest Period. The Organiser reserves the rights to extend the timeline stated under this Clause owing to reasons beyond the control of the Organiser. 4. The prizes must be claimed within three (3) months from the date of the announcement or notice of the claim of the prize whichever is earlier failing which will result in disqualification and forfeiture of the Prizes.

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

2. Contest Entries

- 2.1 By submitting an entry to the Contest, 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 Contest, 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 Contest 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 Contest and submitting any personal information.

3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Contest 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 Contest:

- (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 Contest 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 Contest by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Contest 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 Participant.
- 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.
- 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 Contest (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Contest 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 Contest 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 Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

10. Limitation of Liability

- 10.1 The Participant’s participation in the Contest 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 Contest, 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 Contest 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 Contestal materials) in connection with this Contest, that relates to the Prize, are the properties of their respective owners. This Contest 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 Contest.
- 11.5 Where the Terms and Conditions of the Contest 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 Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the **Peraduan Beli & Menang Bersama Nestlé Di Econsave** , 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 **Peraduan Beli & Menang Bersama Nestlé Di Econsave**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice