



Good Food, Good Life

**PERADUAN WHATSAPP & MENANG
TERMS AND CONDITIONS**

A: Schedule to Conditions of Entry

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| Organiser | Nestlé Products Sdn. Bhd. (197901000966) |
| Contest | PERADUAN WHATSAPP & MENANG |
| Contest Period | The Contest starts at 00:00:00 on 1 st April 2021 and closes at 23:59:59 on 26 th May 2021. |
| Eligibility | The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period. |
| Entry Method | <ol style="list-style-type: none">1. To participate in the Contest, purchase any one or mix of the participating Nestlé breakfast cereal products as listed in paragraph 4 below ("Products") worth a minimum of Ringgit Malaysia fifteen (RM15.00) ("Minimum Value") in a single receipt issued by Giant's offline outlets only within the Contest Period ("Proof of Purchase").2. Send a clear picture of the Proof of Purchase via WhatsApp application to 013-6966917 together with details of full name (as per MyKad), MyKad number & email address (if any) (e.g. <i>Didi Bin Along, 830118-10-1233, didie@gmail.com.my</i>) ("Entry"). Each Entry, once verified by the Organiser, will be assigned a running serial number.3. The Organiser will not send an acknowledgement report for each Entry.4. The list of participating Products:<ol style="list-style-type: none">a. NESTLÉ GOLD Cornflakes 150g;b. NESTLÉ GOLD Cornflakes 275g;c. NESTLÉ GOLD Cornflakes 325g;d. NESTLÉ GOLD Cornflakes 370g;e. NESTLÉ GOLD Cornflakes 500g;f. NESTLÉ GOLD Honey Flakes 220g;g. NESTLÉ GOLD Honey Flakes 370g; andh. NESTLÉ Multigrain Cheerios® 300g.5. For Minimum Value with the same Proof of Purchase shall constitute as (1) one Entry; which one (1) serial number will be given automatically.6. Entries where the Purchase(s) is exceeding the Minimum Value in a single Proof of Purchase automatically will be given additional |

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| | <p>running serial number(s) based on every subsequent Minimum Value fulfilment.</p> <ol style="list-style-type: none"> 7. For Proof of Purchase with RM30 of Nestlé breakfast cereal participating products, two (2) serial numbers will be given 8. For Proof of Purchase with RM60 of Nestlé breakfast cereal participating products, four (4) serial numbers will be given.. 9. Multiple entry(ies) by the same participant during the Contest Period is allowed in accordance with these terms and conditions. 10. The Organizer does not accept any alteration of Proof of Purchase in any form. Handwritten Tax Invoice Receipt, Purchase Order, E-Commerce Tax Invoice and/or Delivery Note will not be accepted as Proof of Purchase. 11. Notwithstanding any of the above, upon receipt of the Entry <u>and/or upon selection of the winners</u>, 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) including 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. |
| Entry Deadline | <p>All Entry(ies) must be received by the Organiser on or before 23:59:59 on 26th May 2021. Any Entry received outside the Contest Period shall be automatically disqualified.</p> <p>For the weekly submission, the Organiser shall receive the submission of Entries on or before 23:59:59 of the last date of each Contest week as tabulated below.</p> |
| Judging details | <p>Verification of the Entry</p> <ol style="list-style-type: none"> 1. Clear snapshot of the Proof of Purchase indicating the Products, receipt number, date, purchase value and outlet name. 2. Validity of the purchase date. 3. No alteration of receipt in any form; Store name, Item purchased, Prices and Transaction date. <p><u>Shortlisted Winners</u></p> <ol style="list-style-type: none"> 4. Once an Entry is verified , shortlisted winners selected based on the serial number selection method will be informed or contacted via |

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| | <p>WhatsApp from the contest number 013-6966917 to answer a simple Contest Question :</p> <p>“The closing date of the PERADUAN WHATSAPP & MENANG is on 26th May 2021 ”. (True/False)</p> <p>Shortlisted winners must reply and provide the correct answer within the stipulated time frame 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 winners cannot be contacted for whatever reasons.</p> <p>5. Upon receipt of the correct answer from the shortlisted winners, Qualified winners will be contacted via WhatsApp from the contest number 013-6966917 to notify them of their correct answer and request for delivery address as part of the prize fulfilment process. Failure to provide the details as per the above within the stipulated time frame will result in forfeiture of the prize The Organiser will not be held liable in the event the Qualified winners cannot be contacted for whatever reasons.</p> |
| <p>Prizes</p> | <p><u>Contest Schedule</u></p> <p>A total 323 winning Entry(ies) will be selected per the following schedule:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1 April 2021 – 7 April 2021 – Week 1 <input type="checkbox"/> 8 April 2021 – 14 April 2021 – Week 2 <input type="checkbox"/> 15 April 2021 – 21 April 2021 – Week 3 <input type="checkbox"/> 22 April 2021 – 28 April 2021 – Week 4 <input type="checkbox"/> 29 April 2021 – 5 May 2021 – Week 5 <input type="checkbox"/> 6 May 2021 – 12 May 2021 – Week 6 <input type="checkbox"/> 13 May 2021 – 19 May 2021 – Week 7 <input type="checkbox"/> 20 May 2021 – 26 May 2021 – Week 8 <p>All winners will be informed or contacted via WhatsApp requesting for delivery address.</p> <p>Each participant is eligible to win a maximum of two (2) prizes only, through separate Entry submissions, during the Contest Period:</p> <ul style="list-style-type: none"> • 1 x Weekly Consolation Prize and 1 x Grand Prize OR • 1 x Weekly Consolation Prize and 1 x First Prize <p>The list of winners will also be announced on the Organizer’s website 2 week after shortlisted participant has been contacted to answer the Contest Question;</p> <p>https://www.dearnestle.com.my/peraduan-whatsapp-dan-menang-giant</p> |

Prizes

Grand Prize Winner Selection Will be made within 1 week from the contest end date.

1 x Thermomix TM6

First Prize Winner Selection Will be made within 1 week from the contest end date.

2 x Kitchenaid 4 piece ceramic baking dish set

Weekly Consolation Prize

40 x RM50 Giant Voucher(x 8 weeks)

WINNER SELECTION METHOD:

1. Grand Prize – 1x Thermomix TM6

There are one [1] Thermomix TM6 to be won.

The winner will be determined based on the serialized number of qualified entries received during the Contest Month Period (e.g., 55,000 serialized numbers) and thus dividing with 2, for example, $19,900 \div 2 = 9950$

The Grand Prize winner is the 9,950th serial number entry.

TOTAL OF 1 WINNER WILL BE SELECTED.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

2. First Prize - 2 x Kitchenaid 4 pieces ceramic baking dish set

There are two [2] Kitchenaid 4 pieces ceramic baking dish set to be won.

The winners will be selected; the total serialized numbers allocated based on the qualified entries received during the Contest Month Period (e.g.; 19,900 serial numbers) along with the deduction of Grand Prize winner's entry/entries (X) and thus dividing with two (2), for example;

$19,900 - X = XY \div 2 = XXY.$

Assuming Grand prize winner entries = 100 entries

$= 19,900 - 100 = 19,800 \div 2 = 9,900^*.$

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| | <p>The First Prize winner is the 9,900th serial number entry and subsequent serial numbers with the multiplication of 9,900.</p> <p>TOTAL OF <u>2 WINNER</u> WILL BE SELECTED.</p> <p>The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.</p> <p>3. Weekly Consolation Prize - 40 x RM50 Giant Voucher / Week</p> <p>There are forty [40] x RM50 Giant Voucher to be won weekly for 8 weeks.</p> <p>The winners will be selected; the total serialized numbers allocated based on the qualified Entries received during the Contest weeks Period (e.g., 2,000 serial numbers) ÷ allocated prizes = entries serial number, for example.</p> <p>2,000 weekly entries ÷ allocated prizes base = winning entries serial number</p> <p>= 2,000 ÷ 40 = 50 (The multiplication number in this case is 50)</p> <p>The Weekly Consolation Prize winner is the 50th serial number entry and subsequent serial numbers with the multiplication of 50.</p> <p>TOTAL OF <u>40 WINNER</u> WILL BE SELECTED weekly for 8 weeks.</p> <p>The rounding formula will be performed if the weekly number of entries arises the decimal value, the number will be rounded to the nearest single digit number.</p> <p>All selected shortlisted winners will be informed via WhatsApp to the contact number which the Organiser received in the Qualified Entries to answer a simple Contest Question correctly within a stipulated time frame to be eligible to win the prize.</p> |
| <p>Prize Claim/Delivery Date</p> | <ol style="list-style-type: none"> 1) All prizes will be processed for delivery to the winners within six (6) to eight (8) weeks after the Contest end date; 26th May 2021. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. 2) 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. The Organiser reserves the rights to extend the timelines |

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| | <p>stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>3) In the event there is a manufacturing defect, winner must return the prize to the Organiser at own cost, undamaged and in its original packaging for a replacement within 2 weeks from the delivery date of the Prize failing which the Prize will not be replaced. Organiser shall reserve the right at its absolute discretion to substitute any of the prizes shown with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.</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/peraduan-whatsapp-dan-menang-giant> 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 Contest (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 WHATSAPP & MENANG**, 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 WHATSAPP & MENANG**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice