

PERADUAN TEKA & MENANG
TERMS AND CONDITIONS

Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966].
2. <u>Contest:</u>	PERADUAN Teka & Menang (“Contest”)
3. <u>Contest Period:</u>	The Contest starts at 00:00:00 on 01/04/2021 and closes at 23:59:59 on 31/05/2021. (“Contest Period”)
4. <u>Eligibility:</u>	The Contest is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Contest Period. The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Entry Method:</u>	<p>a. To participate in the Contest, purchase a minimum of any one (1) of the participating NESTLÉ PROFESSIONAL Food & Beverages [“Products”] listed below:</p> <p>(i) from any participating mamak/coffeeshops:</p> <ul style="list-style-type: none"> - MAGGI Noodles; or - NESTLÉ PROFESSIONAL MILO / NESCAFÉ beverages** <p>(ii) from any participating Full-Service Restaurants (FSR), Quick Service Restaurants (QSR), Hotel, Café & Bakery:</p> <ul style="list-style-type: none"> - NESTLÉ PROFESSIONAL beverages**; or - Combo* Meal <p>* such set meals with NESTLÉ PROFESSIONAL beverages as may be offered by the relevant participating outlets in conjunction with the Contest</p> <p>** includes any ready-to-drink MILO/NESCAFÉ Original drinks during the Contest Period.</p>

For a complete list of participating outlets please logon to:

<https://www.dearnestle.com.my/event-and-happening/peraduan-teka-dan-menang>. The participating outlets list will be updated periodically. Participants are advised to refer to the list as often as possible for the latest update.

- b. The proof of purchase [“POP”] required can EITHER be:
- i) one [1] printed purchase receipt issued by the participating outlet with the outlet name, date of purchase, purchased products and amount [“Receipt Details”]; OR
 - ii) one [1] Contest Coupon with the unique serial number issued by the relevant participating outlets. The outlets may opt to issue one [1] Contest Coupon for purchases in place of receipts or at the request of the participant
- c. Participation in the Contest is allowed via the microsite only as detailed below. All other forms of submission will be disqualified. **Each POP is ONLY eligible for one [1] entry submission via the microsite.** The Organiser shall reserve the right to disqualify any entries with duplicated POP and/or containing more than one [1] POP.
- d. Microsite entry participation steps – Receipt / Coupon:
- i) The Contest microsites will be managed by the Organiser’s contest service provider and hosted on the following links:-
 - o For Full-Service Restaurants (FSR)
<https://discover.com.my/nptekadanmenang/fsr>
 - o For Quick-Service Restaurants (QSR)
<https://discover.com.my/nptekadanmenang/qsr>
 - o For Hotel
<https://discover.com.my/nptekadanmenang/hotel>
 - o For Café & Bakery
<https://discover.com.my/nptekadanmenang/cafе-bakery>
 - o For Street
<https://discover.com.my/nptekadanmenang/streets>

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| | <ul style="list-style-type: none">ii) To access the contest microsite, Participants are required to use their mobile phones to scan the QR Code that can be found on the Contest promotional materials made available and displayed at the Participating Outlets. Participants may request for assistance from operators of the Participating Outlets to access the QR Code.iii) Provide the particulars as required in the microsite (“Required Details”)iv) Snap and submit one [1] <u>clear and legible</u> picture in image format of one [1] original Receipt or coupon as prompted by the microsite. Participants are reminded to keep the <u>original</u> POP [hardcopy] notwithstanding a picture of the POP has been submitted. The Organiser will need an <u>original</u> POP [hardcopy] for verification purposes in the event the Participant is shortlisted to win a prize pursuant to the terms of this Contest.v) Upon the successful submission of all the Required Details and a clear image of the POP, Participants will be directed to take part in a mobile game on the same microsite.<ul style="list-style-type: none">• Play the mobile game by guessing the position and finding the matching pair for the "Hidangan Terpilih" within the stipulated time.• A message will appear to notify the successful Participants that they stand a chance to win a Lucky Draw number and/or an eDuit Raya prize.e. The Organiser WILL NOT send an acknowledgment report for entries received.f. The Organiser shall disqualify all submissions that contain incomplete required details and/or unclear, illegible or incomplete image of the POP and/or if the POP has been submitted previously. |
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	<p>g. 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) and the identification documents for verification prior to the delivery of the Prizes. Failure to produce any of the foregoing documents within the stipulated time frame will result in disqualification and forfeiture of the Prizes.</p>
<p>6. <u>Entry Deadline:</u></p>	<p>a. All Contest entries must be received by the Organiser on or before 23:59:59 on 31/05/2021. All Contest entries received outside the Contest Period will automatically be disqualified.</p> <p>b. 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>
<p>7. <u>Prizes:</u></p>	<p>A total of 9,015 Prizes will be offered by the Organiser for the Contest.</p> <p><u>LUCKY DRAW PRIZES</u></p> <p>a. <u>GRAND PRIZE x 5</u> Branded motorbikes (excluding registration, insurance & road tax).</p> <p>b. <u>1st PRIZE x 5</u> Branded tablets</p> <p>c. <u>2nd PRIZE x 5</u> Branded smartphone</p> <p><u>WEEKLY CASH PRIZE</u></p> <ul style="list-style-type: none"> • eDuit Raya worth RM5.00 x 1000 per week x 9 weeks <p>Limited to the 1st 1000 winners per week</p>

<p>8. <u>Judging Details</u></p>	<p><u>Verification of the Entry</u></p> <ol style="list-style-type: none"> Clear snapshot of the Proof of Purchase indicating the Products, Receipt number, Date, Purchase value and Outlet name. Validity of the purchase date. No alteration of receipt in any form; Outlet name, Item purchased, Prices and Transaction date. Qualified entries: once a submission has been verified, a SMS message will be sent to the Qualified Winner informing them that they have won a Lucky Draw Number and/or Weekly Cash Prize The Lucky Draw will be held one week after the closing of the contest to select the 15 Lucky Draw winners. 														
<p>9. <u>Winner Selection - Week Prizes</u></p>	<p><u>WEEKLY CASH PRIZE</u></p> <p>Whether a Participant is successful in winning the Weekly RM5 prize and a Lucky Draw Number is strictly SUBJECT TO the Participant:</p> <ol style="list-style-type: none"> being one of the first one thousand [1000] participants who successfully found the matching pair of “Hidangan Terpilih” within the stipulated time; and receiving a message confirming their chance to win a prize after playing the mobile game; and providing all the Required details together with a clear image of the POP; and fulfilling the eligibility condition (see Paragraph 4 on “Eligibility” above) set by the Organiser; and being one of the first 1000 participants to successfully complete the conditions listed above. <p>A total 9000 winning Entries (one thousand [1000] per week) will be selected throughout the Contest Period per following schedule:</p> <table border="0"> <tr> <td>- WEEK 1</td> <td>1 April 2021 – 7 April 2021</td> </tr> <tr> <td>- WEEK 2</td> <td>8 April 2021 – 14 April 2021</td> </tr> <tr> <td>- WEEK 3</td> <td>15 April 2021 – 21 April 2021</td> </tr> <tr> <td>- WEEK 4</td> <td>22 April 2021 – 28 April 2021</td> </tr> <tr> <td>- WEEK 5</td> <td>29 April 2021 – 6 May 2021</td> </tr> <tr> <td>- WEEK 6</td> <td>7 May 2021 – 13 May 2021</td> </tr> <tr> <td>- WEEK 7</td> <td>14 May 2021 – 20 May 2021</td> </tr> </table>	- WEEK 1	1 April 2021 – 7 April 2021	- WEEK 2	8 April 2021 – 14 April 2021	- WEEK 3	15 April 2021 – 21 April 2021	- WEEK 4	22 April 2021 – 28 April 2021	- WEEK 5	29 April 2021 – 6 May 2021	- WEEK 6	7 May 2021 – 13 May 2021	- WEEK 7	14 May 2021 – 20 May 2021
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	<ul style="list-style-type: none"> - WEEK 8 21 May 2021 – 27 May 2021 - WEEK 9 28 May 2021 – 31 May 2021 <p>Participants who successfully matched the Hidangan Terpilih within the stipulated time but are <u>not</u> one of the first one thousand [1000] participants will only receive the Lucky Draw Number. No RM 5 weekly prize will be won.</p>
<p>10. <u>Winner Selection - Lucky Draw Prizes</u></p>	<ul style="list-style-type: none"> a. As part of the lucky draw winners' selection process, the Organiser will collate all Lucky Draw numbers issued for each entry received and approved by the Organiser to be the successful entry each week, throughout the Promotion Period (each "Qualified Entry" and collectively, the "Qualified Entries"). b. The Lucky Draw 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 5678, the Organiser will compute and select the Participants as the shortlisted finalists ("Finalists") to win the prizes based on the following computation; <ul style="list-style-type: none"> i. There are a total of fifteen [15] Lucky Draw Prizes to be won. ii. To select the winners, the Organiser will divide the assumed total of Qualified Entries: 5678 by 15 (Total number of Luck Draw prizes) = 378.5. iii. This will be rounded up 379. A total of fifteen participants are set with a multiple of 379; an illustration of the first 5 Grand Prize winners of the branded motorbikes for the week will be 379, 758 (379+379), 1137 (758 + 379), 1516 (1137 + 379) and 1895 (1516 + 379). iv. The subsequent multiples of 379 until.... 6201 will win the remaining 10 Lucky Draw prizes. In this case, 5678 will be the last winner. v. All participants with the winning numbers will be <u>contacted to answer a Test of Skill question</u>. Only participants who are able to answer this question correctly will win the Lucky Draw prize.

	<p>vi. Where the participants cannot be reached when contacted by the organizer; and/or if the said participant is unable to answer the Test of Skill question correctly, the participant with the preceding number will be selected to be the next prospective winner. i.e if the participant with the winning number 379 cannot be reached and/or or is not able to answer the question correctly, this participant will be disqualified and the next participant with the preceding number [378] will be selected as the next prospective winner.</p>
<p>11. <u>Claim/Delivery of Prizes</u></p>	<p>a. The prizes are subject to the terms and conditions as stipulated by the supplier. To the fullest extent permitted by law, the Organiser/Prize Sponsor and their agents exclude their responsibilities and all liabilities arising from any postponement, cancellation, delay or changes to the prizes or any other unforeseen circumstances beyond the Organiser's reasonable control and for any act or default of any third-party suppliers or vendors.</p> <p>b. The Organiser will contact all successful winners via the contact numbers or mobile numbers provided by the Participants as part of the Required Details, at least three [3] times within three [3] working days.</p> <p>c. Organiser will not be held liable in the event the winners cannot be contacted for whatever reasons.</p> <p>d. The Winner must provide the original POP [hardcopy] and the identification document for verification and prize redemption. Failure to produce any of the foregoing documents will result in disqualification and prize forfeiture.</p> <p>e. Each participant is eligible to win a maximum of two (2) prizes only throughout the Contest Period: one [01] x Lucky Draw Prize and one [01] x Weekly Cash Prize. Participants may submit multiple entries, but each entry must be accompanied by a different POP.</p>

- f. All cash prizes won will be credited to the Grab account registered with the phone number provided by the Participants as part of the Required Details, within fifteen [15] working days after the confirmation of the win.
- g. List of weekly winners will be published on www.dearnestle.com.my every Wednesday while the list of winners for the Lucky Draw will be published one [01] week after closing of the contest.
- h. 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.
- i. The Organiser reserves the to extend the timelines stated above owing to reasons beyond the control of the Organiser.
- j. Winners must take the Prizes “as is” basis. The prizes are not transferable, non-refundable and non-exchangeable for cash. The Organiser will not entertain any complaints on the quality and quantity of the prizes after the prize has been collected by the winner.
- k. The Organiser shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any additional costs (i.e. not limited to travel expenses and applicable taxes) involved to redeem or collect the prizes are to be borne solely by the winner. In the event there is a manufacturing defect, winner must return the prize to the Organiser at their own cost, undamaged and in its original packaging for a replacement within two [2] weeks from the delivery date of the Prize failing which the Prize will not be replaced.
- l. Visual(s) of the prizes shown in any advertisement, promotional publicity and other materials relating to this Contest are solely for illustration purposes only and may not depict the actual prizes.
- m. Prize redemption is subject to the availability of the prizes and shall be informed by the Organiser from time to time.

	<p>n. The Organiser reserves the right to substitute the advertised prizes with a prize of the same value without prior notice at its sole and absolute discretion. The Organiser, its agencies, its affiliates, sponsors and representatives shall not be liable for any damages relating to the prizes or misuse of the prizes, or claims, liabilities, losses or damages arising out of or in connection with this Contest.</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.nestleprofessional.com.my/promotions-season>, collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Contest (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

By participating in the Contest, you have read and agreed to the **Terms and Conditions** and the processing of your Personal Data in the Privacy Notice.

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 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 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 Contest (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 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 promotional materials) in connection with this Contest, in particular 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 Contest, 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 Peraduan, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di www.nestle.com.my/info/privay_notice.