



Good food, Good life

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser:	Nestlé Products Sdn. Bhd. [197901000966].
Contest:	Peraduan Beli dan Menang Duit Raya
Contest Period:	The Contest starts at 00:00:00 on 9 th March 2023 and closes at 23:59:59 on 3 rd May 2023.
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, and with a valid identification document and residential address in Malaysia.
Entry Method:	<p>WhatsApp Submission</p> <ol style="list-style-type: none">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; PURINA Petcare; Nestlé Professional; Nestlé Health Science, Dolce Gusto, and STARBUCKS) (“Products”) worth a minimum of Ringgit Malaysia thirty (RM30.00) (“Minimum Value”) in a single receipt (“Proof of Purchase”) from any of the following offline (in-store) participating outlets nationwide: . <ol style="list-style-type: none">BILLIONPANTAI TIMOR (“Participating Outlets”)The Contest Submission method is via WhatsApp only.WhatsApp entry participation steps: Send a clear picture of the Proof of Purchase together with the full name and identification number as per the details in the participant’s MyKad (e.g., <i>Bujang Bin Along, 570831-08-5673</i>) to the Organiser’s dedicated WhatsApp 013-6966917 (“Entry”).The Organiser will not send an acknowledgment report for each Entry received.The Organiser does not accept any alteration of Proof of Purchase in any form and only official receipts issued from in-store Participating Outlets will be accepted as Proof of Purchase. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.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.

Entry Deadline:

All Entry(ies) must be received by the Organiser on or before 23:59:59 on 3rd May 2023. Any Entry(ies) received outside the Contest Period shall be automatically disqualified.

For the weekly submission, Entries must be received by the Organiser on or before 23:59:59 of the last date of each Contest week as tabulated below.

WEEK 1: 09/Mar/2023 - 15/Mar/2023
 WEEK 2: 16/Mar/2023 - 22/Mar/2023
 WEEK 3: 23/Mar/2023 - 29/Mar/2023
 WEEK 4: 30/Mar/2023 - 05/Apr/2023
 WEEK 5: 06/Apr/2023 - 12/Apr/2023
 WEEK 6: 13/Apr/2023 - 19/Apr/2023
 WEEK 7: 20/Apr/2023 - 26/Apr/2023
 WEEK 8: 27/Apr/2023 - 03/May/2023

Entry Verification and Allocation of Serial Number

All Entries received will be verified based on the following:

1. Clear snapshot of the receipt(s) indicating the NESTLÉ Products(s), receipt number, date, purchase value, outlet name and outlet location.
2. No alteration of receipt in any form; store name, item(s) purchased, prices and transaction date.
3. Validity of the purchase date
4. All required details and purchase requirement fulfilled.
5. E-Commerce receipt will **not** be accepted as Proof of Purchase for the Contest.
6. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase for the Contest
7. Entries that have been verified will each be a “Qualified Entry” and collectively the “Qualified Entries”.
8. Each Qualified Entry with a Minimum Value of RM30 will be assigned 1 serial number but limited to maximum fifteen (15) serial numbers per one (1) Proof of Purchase.

Example:

- (a) For Proof of Purchase with value of Ringgit Malaysia Sixty (RM60) of participating NESTLÉ products, two (2) serial numbers will be given.
- (b) For Proof of Purchase with value of Ringgit Malaysia one hundred twenty (RM120) of participating NESTLÉ products, four (4) serial numbers will be given.
- (c) For Proof of Purchase with value of Ringgit Malaysia four hundred fifty (RM450) of participating NESTLÉ participating products, fifteen (15) serial numbers will be given.
- (d) For Proof of Purchase with value of Ringgit Malaysia four thousand five hundred (RM4500) of participating NESTLÉ participating products, fifteen (15) serial numbers will be given

Prizes and Shortlisting of Winners

Prizes

A total of 1332 prizes to be won throughout Contest Period.

Bonus Prize	Touch & go E-wallet reload Pin Worth RM 30
First Prize	Touch & go E-wallet reload Pin Worth RM 300
Grand prize	Touch & go E-wallet reload Pin Worth RM 3000

The list of winners will also be announced on the Organiser’s website;
<https://www.dearnestle.com.my/billion-beli-whatsapp-menang-2023>

The announcement of winners will be as per below schedule:

WEEK 1 Winners announcement: 30 /Mar / 2023
WEEK 2 Winners announcement: 06 /Apr / 2023
WEEK 3 Winners announcement: 13 /Apr / 2023
WEEK 4 Winners announcement: 20 /Apr / 2023
WEEK 5 Winners announcement: 27 /Apr / 2023
WEEK 6 Winners announcement: 05 /May / 2023
WEEK 7 Winners announcement: 15 /May / 2023
WEEK 8 Winners announcement: 22 /May / 2023

Each participant is eligible to win a maximum of three (3) prizes only throughout the Contest Period:

- One (1) Bonus Prize; and/or
- One (1) First prize; and/or
- One (1) Grand prize

WINNER SELECTION AND SHORTLISTING METHOD:

Bonus Prizes

1. A total of up to 1200 Bonus Prizes of Touch & Go **E-wallet reload Pin Worth RM 30** each to be won throughout the Contest Period.
2. Finalists for the Bonus Prize are shortlisted based on every 15th serial number allocated based on the Qualified Entries received (“Bonus Prize Finalists”) in accordance with the sequence and example set out below:

15, 30, 45, 60, 75, 90, 105, 120, 135, 150, 165, 180, 195, 210, 225 and etc.

The serial numbers will continue to run in sequence of 15 until sufficient Bonus Prize Finalists are shortlisted to win all 1200 Bonus Prizes during the Contest Period.

3. All shortlisted Bonus Prize Finalists will be contacted via WhatsApp from the contest number **013-6966917** to answer a Bonus Prize Finalist question. Shortlisted Bonus Prize Finalists must reply and provide the correct answer within the stipulated time frame to be eligible to win the Prize. If the Bonus Prize Finalist is unable to answer the Bonus Prize Finalist question within the stipulated time frame or does so incorrectly, the Bonus Prize for that Qualified Entry will be forfeited.
4. Depending on the number of Qualified Entries received and the number of shortlisted Bonus Prize Finalists who managed to answer the Bonus Prize question successfully, the 1200 Bonus Prizes allocated by the Organiser may or may not be completely won during by the end of the Contest Period. Any Bonus Prizes which are not won/claimed by the end of the Contest Period will be forfeited by the Organiser.

First Prizes

1. A total of up to 120 First Prizes of Touch & Go **E-wallet reload Pin Worth RM 300** each to be won throughout the Contest Period.

2. Finalists for the First Prize are shortlisted based on every 150th serial number allocated based on the Qualified Entries received (“First Prize Finalists”) in accordance with the sequence and example set out below:

150, 300, 450, 600, 750, 900, 1050, 1200, 1350, 1500, 1650, 1800, 1950, 2100, 2250 and etc.

The serial numbers will continue to run in sequence of 150 until sufficient First Prize Finalists are shortlisted to win all 120 First Prizes during the Contest Period.

3. All shortlisted First Prize Finalists will be contacted via WhatsApp from the contest number **013-6966917** to answer a First Prize Finalist question. Shortlisted First Prize Finalists must reply and provide the correct answer within the stipulated time frame to be eligible to win the Prize. If the First Prize Finalist is unable to answer the First Prize Finalist question within the stipulated time frame or does so incorrectly, the First Prize for that Qualified Entry will be forfeited.
4. Depending on the number of Qualified Entries received and the number of shortlisted First Prize Finalists who managed to answer the First Prize question successfully, the 120 First Prizes allocated by the Organiser may or may not be completely won by the end of the Contest Period. Any First Prizes which are not won/claimed by the end of the Contest Period will be forfeited by the Organiser.

Grand Prizes

1. A total of up to 12 Grand Prizes of Touch & Go **E-wallet reload Pin Worth RM 3000** each to be won throughout the Contest Period.

2. Finalists for the Grand Prize are shortlisted based on every 1500th serial number allocated based on the Qualified Entries received (“Grand Prize Finalists”) in accordance with the sequence and example set out below:

1500, 3000, 4500, 6000, 7500, 9000, 10500, 12000, 13500, 15000, 16500 and 18000.

The serial numbers will continue to run in sequence of 1500 until sufficient Grand Prize Finalists are shortlisted to win all 12 Grand Prizes during the Contest Period.

3. All shortlisted Grand Prize Finalists will be contacted via WhatsApp from the contest number **013-6966917** to answer a Grand Prize Finalist question. Shortlisted Grand Prize Finalists must reply and provide the correct answer within the stipulated time frame to be eligible to win the Prize. If the Grand Prize Finalist is unable to answer the Grand Prize Finalist question within the stipulated time frame or does so incorrectly, the Grand Prize for that Qualified Entry will be forfeited.
4. Depending on the number of Qualified Entries received and the number of shortlisted Grand Prize Finalists who managed to answer the Grand Prize question successfully, the 12 Grand Prizes allocated by the Organiser may or may not be completely won during by the end of the Contest Period. Any Grand Prizes which are not won/claimed by the end of the Contest Period will be forfeited by the Organiser.

Additional Terms

1. All Contest prizes will be processed within six (6) to eight (8) weeks from the end of the Contest Period, 3rd May 2023. 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 in the form of Touch & Go e-wallet Reload pins will be sent via WhatsApp **013-6966917** to the winners' WhatsApp number submitted by the winners to the Organiser during Contest entry submission.
3. Usage of the eWallet Reload pin is subject to Touch'n Go Malaysia's Terms & Conditions; <https://cdn-web.tngdigital.com.my/pdf/User-TC-updated-oct20.pdf>
4. The Organiser will not be held responsible if the Prize (**Touch 'n GO e-Wallet** reload Pin) cannot be delivered or deployed to the winners due to any change or difference in the mobile contact number submitted by the winners to the Organiser during Contest entry submission.
5. 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 stated under this clause owing to reasons beyond the control of the Organiser.
6. The Organiser shall not be responsible and disclaim any and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes due to any other unforeseen circumstances beyond the Organiser'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.
7. The Organiser shall not be held responsible should a winner fail to comply with the terms and requirements for Prize fulfilment.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.dearnestle.com.my/billion-beli-whatsapp-menang-2023> 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").*

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.

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.
- 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.
- 2.4 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:
 - (b) 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 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 utilization 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 contextual 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 dan Menang Duit Raya**” Contest, the Participant agrees to the processing of the Participant’s Personal Data by the Organiser in accordance with the Privacy Notice in www.nestle.com.my/info/privacy_notice.
- 12.2 Dengan menyertai **Peraduan Beli dan Menang Duit Raya**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di www.nestle.com.my/info/privay_notice