



Good food, Good life

Peraduan Minum MILO® Menang Gold TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)																														
Contest	Peraduan Minum MILO® Menang Gold																														
Contest Period	The Contest starts at 00:00:00 on 15 th May 2023 and closes at 23:59:59 on 25 th June 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 that hold Malaysia valid identification document (MyKad).																														
Entry Method	<p>Online form Submission</p> <p>To participate in the Contest, purchase any Milo Mixes/Powder products as listed in item no.3 (“Participating Products”) in a single receipt (“Proof of Purchase”) within the Contest Period from any Lotus’s instore or online stores at https://www.lotuss.com.my/en , https://s.lazada.com.my/s.UBUI3 and https://shopee.com.my/lotuss.fbs (“Participating Outlets”).</p> <ol style="list-style-type: none">Write on the front of the original Proof of Purchase, your full name (as per MyKad) and MyKad number. e.g., <i>Wong Yeung Ling, 851120-08-4881</i>.Take a clear photo of the Proof of Purchase, fill up all the data fields in the contest entries form at https://registration.nestle.com.my/peraduan-minum-milo-menang-gold-2023 and upload the picture of Proof of Purchase and submit (“Entry”).The list of Participating Products is: <table border="1"><thead><tr><th>SEGMENT</th><th>SKU</th></tr></thead><tbody><tr><td>MILO POWDER</td><td>MILO 1.5KG</td></tr><tr><td>MILO POWDER</td><td>MILO (SOFTPACK) 200G</td></tr><tr><td>MILO POWDER</td><td>MILO (SOFTPACK) 400G</td></tr><tr><td>MILO POWDER</td><td>MILO (SOFTPACK) 1KG</td></tr><tr><td>MILO POWDER</td><td>MILO (SOFTPACK) 2KG</td></tr><tr><td>MILO POWDER</td><td>MILO 2KG (FOC200G)</td></tr><tr><td>MILO POWDER</td><td>*MILO HI FIBRE 900G</td></tr><tr><td>MILO MIXES</td><td>MILO FUZE 3IN1 REGULAR 30s X 33g</td></tr><tr><td>MILO MIXES</td><td>MILO FUZE 3IN1 REGULAR 8s X 33g</td></tr><tr><td>MILO MIXES</td><td>MILO 3IN1 18X33G</td></tr><tr><td>MILO MIXES</td><td>MILO 3IN1 18X33G FOC 3S</td></tr><tr><td>MILO MIXES</td><td>*MILO ORIGINAL 18X30G</td></tr><tr><td>MILO MIXES</td><td>*MILO ACTIV GO LESS SUGAR 10X27G</td></tr><tr><td>MILO MIXES</td><td>*MILO ACTIV GO CEREAL 10X36G</td></tr></tbody></table> <p>*Multiplier Participating Products</p> <ol style="list-style-type: none">Each Entry with a Proof of Purchase with minimum value of Ringgit Malaysia Eighteen (RM18.00) (“Minimum Value”) shall constitute as (1) one qualified Entry and one (1) serial number will be allocated automatically for each qualified Entry received. For Entries with	SEGMENT	SKU	MILO POWDER	MILO 1.5KG	MILO POWDER	MILO (SOFTPACK) 200G	MILO POWDER	MILO (SOFTPACK) 400G	MILO POWDER	MILO (SOFTPACK) 1KG	MILO POWDER	MILO (SOFTPACK) 2KG	MILO POWDER	MILO 2KG (FOC200G)	MILO POWDER	*MILO HI FIBRE 900G	MILO MIXES	MILO FUZE 3IN1 REGULAR 30s X 33g	MILO MIXES	MILO FUZE 3IN1 REGULAR 8s X 33g	MILO MIXES	MILO 3IN1 18X33G	MILO MIXES	MILO 3IN1 18X33G FOC 3S	MILO MIXES	*MILO ORIGINAL 18X30G	MILO MIXES	*MILO ACTIV GO LESS SUGAR 10X27G	MILO MIXES	*MILO ACTIV GO CEREAL 10X36G
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	<p>Proof of Purchase consisting of “Multiplier Participating Products” with a value of RM18.00 or more, an additional serial number will be allocated. For example, a Proof of Purchase with *Milo Original 18 x 30g value at RM18.29 will be allocated two (2) serial numbers.</p> <p>5. Qualified Entries where the purchases exceed the Minimum Value in a single Proof of Purchase will be automatically allocated additional running serial numbers based on every subsequent Minimum Value fulfilled.</p> <p>Example:</p> <ol style="list-style-type: none"> a) For Proof of Purchase with Milo soft pack 2kg RM37.99 and *Milo original 18x30g RM18.29, a total of (4) four serial numbers will be allocated. b) For Proof of Purchase *Milo original 18x30g RM18.29, (2) two serial numbers will be given. <p>6. The Organiser does not accept any alteration of Proof of Purchase in any form. Handwritten receipt, purchase order and/or delivery note will not be accepted as Proof of Purchase.</p> <p>7. 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>
Entry Deadline	<p>All Entries must be received by the Organiser on or before 23:59:59 on 25th June 2023. 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> <ul style="list-style-type: none"> • Week 1: 15 May 2023 – 21 May 2023 • Week 2: 22 May 2023 – 28 May 2023 • Week 3: 29 May 2023 – 04 June 2023 • Week 4: 5 June 2023 – 11 June 2023 • Week 5: 12 June 2023– 18 June 2023 • Week 6: 19 June 2023– 25 June 2023
Judging Details	<p><u>Entries will be verified based on the following:</u></p> <ol style="list-style-type: none"> 1. All required personal details have been provided for the contest (<u>Full Name & MyKad Number</u>); 2. A clear snapshot of the Proof of Purchase indicating the Participating Product(s), receipt number, date of purchase within the Contest Period, purchase value and outlet name has been provided for; 3. No alteration or duplication in any form made to the Proof of Purchase; 4. Where e-commerce purchase of the Participating Products has been made, only e-receipt generated through the official Lotus’s online store website will be accepted as Proof of Purchase; 5. Purchase orders and delivery notes will not be accepted as Proof of Purchase.
Prizes and Winner Selection	<p><u>Contest Prizes</u> A total of 182 winning entries will be selected throughout the Contest Period.</p> <p><u>Grand Prize</u> 2 x Milo® Gold Van Collectible – Set of 4 (999.9 Gold approximately 7gm-7.5gm each)</p>

(Total 2 winners throughout Contest Period)

Weekly Prize

30 x RM50 Lotus's Voucher (X 6 weeks)

(Total 180 Weekly winners throughout Contest Period)

The list of winners will also be announced on the Organiser's website;
<https://www.dearnestle.com.my/minum-milo-menang-gold-2023>

Winners will be announced as per the schedule below:

Week 1 Winners: 2 June 2023

Week 2 Winners: 9 June 2023

Week 3 Winners: 16 June 2023

Week 4 Winners: 23 June 2023

Week 5 Winners: 30 June 2023

Week 6 Winners: 7 July 2023

Each participant is eligible to win a maximum of **two (2)** prizes only throughout the Contest Period:

1 x Weekly Prize & 1 x Grand Prize

SHORLISTING OF WINNERS METHOD:

A. Weekly Prize – 30 x RM50 Lotus's Voucher

There are thirty [30] x RM50.00 Lotus's Vouchers to be won throughout the Contest Week Period.

Winners will be shortlisted based on the total serialized numbers allocated for the Qualified Entries received throughout each **Contest Week** period (e.g., 850 serial numbers) \div 30 = winning entry serial number, for example: $850 \div 30 = 28.33 = 28$ (The multiplication number in this case is 28)

Therefore, shortlisted Weekly Prize winner is the 28th Serial number entry and subsequent serial numbers with the multiplication of 28. Example of winning serial numbers 28,56,84 ,112, 140 and so forth (up to 30 serial number) will be selected as the shortlisted winners.

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

A total of **30 WINNERS** will be shortlisted for Weekly Prize for each Contest Week.

B. Grand Prize – 2 X Milo® Gold Van Collectible – Set of 4

Winners will be shortlisted based on the total serialized numbers allocated for the Qualified Entries received throughout **Contest Period** (e.g., 5100 serial numbers) \div 2 = winning entry serial number,

for example:

Assuming total qualified entries received throughout Contest Period is 5100,

	<p>= $5100 \div 2 = 2550$ (The multiplication number in this case is 2550)</p> <p>The shortlisted Grand Prize winner is the 2550th serial number entry and subsequent serial number with the multiplication of 2550. Example of winning serial numbers 2550 and 5100 will be selected as the shortlisted Grand Prize winners.</p> <p>The rounding formula will be performed if the number of entries arises the decimal value, the number will be rounded down to the nearest single digit number.</p> <p>A total of <u>2 WINNERS</u> will be shortlisted for Grand Prize throughout Contest Period.</p> <p><u>Shortlisted Entries</u></p> <p>Shortlisted winners selected based on the serial number selection method will be informed or contacted via WhatsApp from the contest number 013-6113001 to answer a simple Contest Question.</p> <p>Shortlisted winners must reply and provide the correct answer via WhatsApp to the contest number 013-6113001 within the stipulated time frame to be eligible to win the prize. Failing which will result in forfeiture of the prize and the next shortlisted winner shall be selected as replacement. The Organiser will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons.</p> <p>Upon receipt of the correct answer from the shortlisted winners (“Qualified Winners”), the Qualified Winners will be contacted via WhatsApp from number 013-6113001 to notify them of their correct answer and to check for winner’s announcement at Dear Nestle Website. The Organiser will not be held liable in the event the Qualified Winners cannot be contacted for whatever reasons.</p>
<p>Prize Claim/Delivery Date</p>	<ol style="list-style-type: none"> 1. All prizes will be processed for delivery to the Qualified Winners within six (6) to eight (8) weeks after the Contest end date; 25th June 2023. The Organiser reserves the right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. 2. Lotus’s Voucher usage is subject to Lotus’s Malaysia Sdn Bhd Terms & conditions; https://www.lotuss.com.my/en/mylotuss/terms-conditions 3. 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 right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. 4. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Contest or prizes or 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. 5. The Organiser shall not be held liable for any loss or damage that occurs to the prizes during the delivery process. Any other additional costs (i.e., travel expenses, transportation cost, duties and taxes) involved to redeem or collect the prizes and/or replacement prizes shall be borne by the winners at their own cost.

	<p>6. The Organiser reserves its right at its absolute discretion to substitute any of the prize won with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.</p> <p>7. All winners must, upon request by the Organiser, provide such requested identification documents as well as the original Proof of Purchase (in hardcopy) 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 of the winner and forfeiture of the prizes.</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/minum-milo-menang-gold-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”**).

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 Contest 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 Minum MILO® Menang Gold**” contest, the Participant agrees to the processing of the Participant’s Personal Data by the Organiser in accordance with the Privacy Notice in https://www.nestle.com.my/info/privacy_notice

12.2 Dengan menyertai Peraduan **Peraduan Minum MILO® Menang Gold** Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice