



















NESCAFÉ® Dolce Gusto® & STARBUCKS® At Home LOTUS'S Redemption Program 2023

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)							
Promotion	NESCAFÉ® Dolce Gusto® & STARBUCKS® At Home LOTUS'S Redemption Program 2023.							
Promotion Period	The Promotion starts at 00:00 on 1 st June 2023 and closes at 18:00 on 30 th November 2023.							
Eligibility	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period.							
Entry Method	<p>1. To participate in the redemption program, purchase any of the participating NESCAFÉ® Dolce Gusto® & STARBUCKS® At Home product(s) as listed in paragraph 7 (a) ("Participating Products") within the Contest Period.</p> <p>2. Collect the required quantity of official receipts from participating LOTUS'S offline and online retail platforms nationwide in paragraph 7 (b) below.</p> <p>3. For 1st Time Submission: Write in front of the original receipt, your participating phone number (+601x-xxx xxxx), state your full name (as per MyKad) in the Whatsapp application chat and meet the receipt requirements as elaborated under paragraph 7 (c) below.</p> <p>4. Returning Submissions: Write in front of the original receipt, your participating phone number (+601x-xxx xxxx), and meet the receipt requirements as elaborated under paragraph 7 (c) below.</p> <p>5. Send a clear picture of the receipt to 012-368 5347 via the WhatsApp application. Each participant is defined by their unique phone number & full name. Participants must safe keep the original printed or online receipts for any verification or clarification purpose may arise by the Organiser.</p> <p>6. The Organiser will send a response and acknowledgment for each entry. Each receipt submission will be processed and verified by the Organiser within three (3) working days. Organiser will then notify the participants if the receipt is deemed eligible as well as of their points collected and total points accumulated.</p> <p>7. Meet the desired premium tiering points stated under "Gifts" whereby, RM1 spent = 1 point. Once the desired premium tier is met, participants are then eligible to redeem the premiums via Whatsapp application. Each redemption request will be processed and verified by the Organiser within three (3) working days.</p> <p>a) List of Participating Products under NESCAFÉ® Dolce Gusto® & Starbucks® At Home:</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Product Name</th> <th>Product Image</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>NESCAFÉ® Dolce Gusto® Americano Rich Aroma</td> <td></td> </tr> </tbody> </table>		No.	Product Name	Product Image	1	NESCAFÉ® Dolce Gusto® Americano Rich Aroma	
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1	NESCAFÉ® Dolce Gusto® Americano Rich Aroma							

2	NESCAFÉ® Dolce Gusto® Espresso Intenso	
3	NESCAFÉ® Dolce Gusto® Grande Intenso	
4	NESCAFÉ® Dolce Gusto® Café Au Lait	
5	NESCAFÉ® Dolce Gusto® Flat White	
6	NESCAFÉ® Dolce Gusto® Cappuccino	
7	NESCAFÉ® Dolce Gusto® Latte Macchiato	
8	NESCAFÉ® Dolce Gusto® Chococino	
9	Starbucks® by NESCAFÉ® Dolce Gusto® Caramel Macchiato	
10	Starbucks® by NESCAFÉ® Dolce Gusto® Cappuccino	
11	Starbucks® by NESCAFÉ® Dolce Gusto® Caffè Latte	
12	Starbucks® by NESCAFÉ® Dolce Gusto® House Blend Americano	
13	Starbucks® by NESCAFÉ® Dolce Gusto® Espresso Roast	

14	Starbucks® Caffè Verona® Dark Roast Ground Coffee	
15	Starbucks® Veranda Blend™ Blonde Roast Ground Coffee	
16	Starbucks® House Blend Medium Roast Ground Coffee	
17	Starbucks® Espresso Roast Dark Roast Whole Bean Coffee	
18	Starbucks® Pike Place® Roast Medium Roast Whole Bean Coffee	
19	Starbucks® Cappuccino Premium Instant Coffee Mixes	
20	Starbucks® Caffè Mocha Premium Instant Coffee Mixes	
21	Starbucks® Caffè Latte Premium Instant Coffee Mixes	
22	Starbucks® Caramel Latte Premium Instant Coffee Mixes	
23	Starbucks® Medium Roast Premium Soluble Coffee	
24	Starbucks® Dark Roast Premium Soluble Coffee	

b) Participating offline and online LOTUS's Stores:

No.	Name
1	LOTUS'S offline retail stores at all locations
2	LOTUS'S website (https://www.lotuss.com.my/)
3	LOTUS'S mobile app
4	LOTUS'S flagship store on Shopee (https://shopee.com.my/lotuss.fbs)
5	LOTUSS flagship store on Lazada (https://www.lazada.com.my/shop/lotuss-official-store/?path=promotion-37007-0.htm&tab=promotion)

c) Official receipts that qualify for redemption are ONLY eligible to those that meet these requirements:

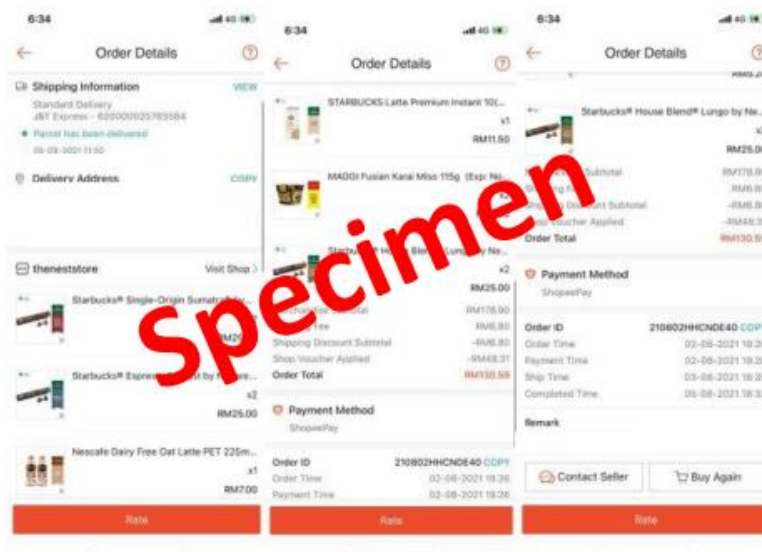
- Clear, legible, and complete photos of entire original printed or online receipts. Must include clear indication of LOTUS'S Retail Platform name, date, participating products and purchase price paid and total amount paid.
- Participants to write down their participating phone number for each receipt submission.
- Receipt to consists of its unique receipt number. Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.
- No alteration of receipt in any form; Store name and location, Item purchased, Prices and Transaction date.
- Purchase period started from 0:00 1st June 2023 till 18:00 30th November 2023
- Consists of any of the participating products.
- The receipts accumulated during the Promotion Period are non-transferable and not exchangeable for cash in part or in full. Incomplete, illegible, inaccurate Form, with incorrect and/or defective/damaged Proof of Purchase will be disqualified.
- Each receipt submitted by the Participant together with any material, including without limitation the Proof of Purchase remains the property of the Organiser and will not be returned to the Participant under any circumstances.
- The Organiser shall reserve the right to request for evidence of the original Receipt(s) (hardcopy) and identification documents for verification and redemption. Failure to produce the hard copies of these documents upon request will result in disqualification and forfeiture of the Premiums.

Photo examples of official receipts:

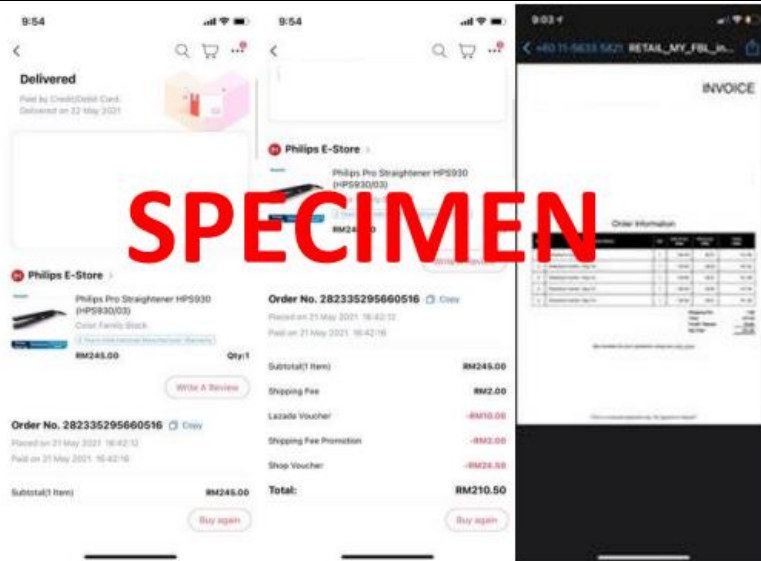
- Offline receipts



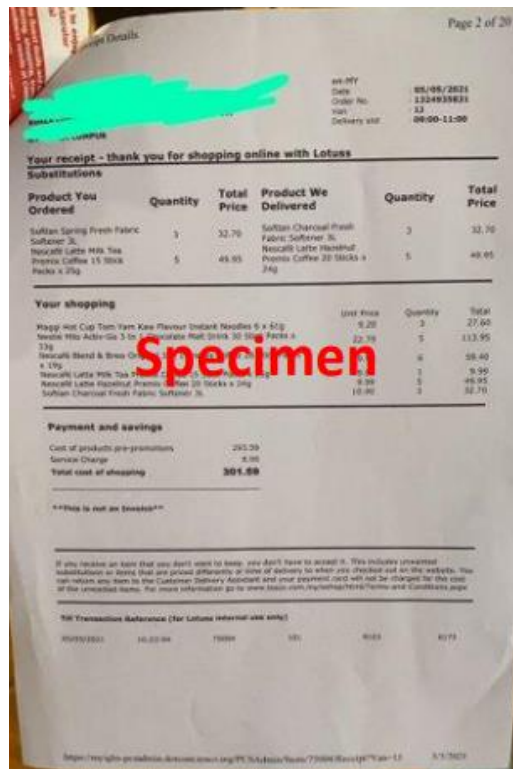
- Online receipts – SHOPEE



- Online receipts & invoice – LAZADA



- Online receipts – LOTUSS Website & App






























d) Participation Flow

- For 1st time submissions, participants will receive an automatic “Welcome Message” during the first receipt submission entry.
- The Organiser will send a response and acknowledgement for each entry. Each receipt submission will be processed and verified by the Organiser within three (3) working days. Organiser will then notify the participants if the receipt has been approved or denied as well as their points collected and total points accumulated.

- If the participant would like to redeem the gifts at any time of the promotion period, the Organiser will send a response and acknowledgement for every request sent and inform the participant if the points accumulated have met or did not meet any of the tiering.
- The Organiser will send a prompt message at the end of each month to remind Participants of their points accumulated.
- **For the last month of the promotion period (November 2023) – Receipt Submission for existing and new participants:**
 - The Organiser will send a prompt message during the 1st week of the month to remind Participants of their points accumulated.
 - In the event the participant submits their receipt before or on 18:00 on 30th November 2023, then the receipt submission is deemed valid. The Organiser will process and verify within three (3) working days. Organiser will then notify the participants if the receipt has been approved or denied as well as their points collected and total points accumulated.
 - Once approved, the remaining accumulated points + new points processed will be captured and can be used to redeem the “Gifts” after 18:00 on 30th November 2023.
 - If denied, the remaining accumulated points will still be captured and can be used to redeem the “Gifts” after 18:00 on 30th November 2023.
 - Participants will then have three (3) working days to redeem their total points accumulated upon confirmation from the Organiser.
- **For the last month of the promotion period (November 2023) – Redemption Request for existing and new participants:**
 - In the event the Participant submits their redemption request before or on 18:00 on 30th November, then the request is deemed valid. The Organiser will process the request within three (3) working days.
 - If the Participant did not submit any redemption request for their remaining points before or on 18:00 on 30th November then their accumulated points will expire after 18:00 on 30th November 2023.
- **Others:**
 - All communication to be done via WhatsApp application. NO physical or call services allowed on the Whatapp Number (012-368 5347). For any urgent inquiries, participants are encouraged to contact the consumer hotline (24 hours daily): 1800 88 3433.
 - Response window via the Organiser from the WhatsApp number (012-368 5347) is daily between 10am – 6pm within the Promotion Period.

e) Points System Accrual and Tracking

- Amount spent on the participating products are entitled to collect points; whereby RM1 spent = 1 point.
- Points collected are not cash equivalent and do not have cash value.
- There is no cap to the points earnings in the redemption program.
- If the point tiers are met, participants can then redeem the following items stated under “Gifts”.

	<ul style="list-style-type: none"> Any unredeemed points can be carried forward to the following month till 18:00 on 30th November 2023 and Participants do not need to resubmit their submitted receipts for validation. However, if the participant did not submit any redemption request for their remaining points before or on 18:00 on 30th November then their accumulated points will expire after 18:00 on 30th November 2023. 																									
Entry Deadline	<ul style="list-style-type: none"> All receipt submissions and redemption request must be received by the Organiser on or before the Promotion Period at 18:00 on 30th November 2023. 																									
Judging details	<ul style="list-style-type: none"> Any original redemption receipts received outside of the Promotion Period will be automatically disqualified. 																									
Gifts	<p>There are four [4] different items under different tiering points available for redemption throughout the Promotion Period as per below (“Gifts”).</p> <table border="1"> <thead> <tr> <th>Tiers</th> <th>Points needed</th> <th>Premiums</th> <th>Perceived Value</th> <th>Photo</th> </tr> </thead> <tbody> <tr> <td>Tier 1</td> <td>50 points</td> <td>1x NESCAFÉ® Dolce Gusto® Capsule Trial Kit. Or 1x Starbucks® At Home® Mixes Trial Kit</td> <td>RM12</td> <td> </td> </tr> <tr> <td>Tier 2</td> <td>150 points</td> <td>1x Starbucks® At Home® Black Mug</td> <td>RM50</td> <td></td> </tr> <tr> <td>Tier 3</td> <td>250 points</td> <td>1x NESCAFÉ® Dolce Gusto® x Melinda Looi Reusable STTOKE Mug. Available in 3 designs.</td> <td>RM189</td> <td>  </td> </tr> <tr> <td>Tier 4</td> <td>600 points</td> <td>1x NESCAFÉ® Dolce Gusto® x KAMI Design Kit & 1x NESCAFÉ® Dolce Gusto® x Cloakwork Tote bag. Available in 3 designs. &</td> <td>RM250</td> <td>  </td> </tr> </tbody> </table>	Tiers	Points needed	Premiums	Perceived Value	Photo	Tier 1	50 points	1x NESCAFÉ® Dolce Gusto® Capsule Trial Kit. Or 1x Starbucks® At Home® Mixes Trial Kit	RM12	 	Tier 2	150 points	1x Starbucks® At Home® Black Mug	RM50		Tier 3	250 points	1x NESCAFÉ® Dolce Gusto® x Melinda Looi Reusable STTOKE Mug. Available in 3 designs.	RM189	  	Tier 4	600 points	1x NESCAFÉ® Dolce Gusto® x KAMI Design Kit & 1x NESCAFÉ® Dolce Gusto® x Cloakwork Tote bag. Available in 3 designs. &	RM250	  
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			1x Starbucks® At Home® White Mug			
Prize Claim/Delivery Date	<ul style="list-style-type: none"> • Participants are to redeem the items via the Whatsapp application within the Promotion Period. All communication to be done via WhatsApp application. NO physical or call services allowed. • Images attached are for illustration purposes only. Colour and design variants to be redeemed on a first come first served basis. While stocks last. • We will notify participants via the WhatsApp application if the preferred choice of Premiums is not available. • In the event the chosen gifts are not available, the participant has the option to either substitute the gifts for a different item of the SAME or LOWER perceived value as stated in "Gifts" section. <ol style="list-style-type: none"> 1. The gift is given out on an "as it is" basis. The gift shall be used/taken entirely at the risk of the participant. The Organiser, its agent, sponsor, representatives or third party excludes all warranties and liabilities in connection with the Premium to the fullest extent permitted by law. 2. Gifts will ONLY be sent to the participants via home delivery. NO physical or call services are allowed. 3. Upon successful confirmation of redemption request, the request will be processed and packed by the Organiser within seven (7) working days and a consignment note will be shared to the Participant. 4. Delivery of expected gifts to be within seven (7) to fourteen (14) working days from consignment date, depending on location. 5. The Organiser shall exercise care in preparing and delivering the gifts to the Courier Services but the Organiser will not be held liable in the event of delayed or damaged delivery of the gifts to the Participants' address. 					

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, collectively “**Terms and Conditions**”, and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Promotion (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 Promotion Period, make Prize substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Promotion Entries

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

3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion 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 – Not Applicable

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 Promotion by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion 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 Promotion (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 Promotion 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 Promotion, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions,

10. Limitation of Liability

- 10.1 The Participant's participation in the Promotion 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 Promotion, 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 Promotion 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 Promotion, in particular that relates to the Prize, are the properties of their respective owners. This Promotion 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 Promotion.
- 11.5 Where the Terms and Conditions of the Promotion 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 (Campaign/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 [Kempen/Peraduan], Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di www.nestle.com.my/info/privacy_notice.

