



Nestlé

Good food, Good life

TERMS AND CONDITIONS

Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966] [“the Organiser”].
2. <u>Contest:</u>	Nestlé Harvest Gourmet x GOOD VIBES FESTIVAL 2023 TICKET GIVEAWAY [“Contest”].
3. <u>Contest Period:</u>	The contest starts on 00:00:00 28 th May 2023 and closes at 23:59:59 on 9 th July 2023 [“Contest Period”].
4. <u>Contest Deadline:</u>	Registrations for the Contest must be received by the Organiser on or before the end of the Contest Period at 23:59:59 on 09/07/2023. All registrations received outside the Registration Period will be automatically disqualified.
5. <u>Eligibility:</u>	The Contest is open to all Malaysian citizens and permanent residents residing in Malaysia with a valid identification document, aged 18 years old and above as at the start of the Contest Period. The Organiser shall reserve the right to request for evidence of identification documents.
6. <u>Entry Method:</u>	<p>Online form Submission</p> <p>Participants are required to submit their entries via an online form which can be accessed from https://www.dearnestle.com.my/nestleharvestgourmet-GVF-contest-2023 [“Contest Online Form”].</p> <p>To participate in the Contest, purchase any NESTLÉ HARVEST GOURMET™ products as listed in paragraph 3 below [“Participating Products”] in a single receipt [“Proof of Purchase”] within the Contest Period from any retail outlet, official online stores or quick-commerce platforms listed in paragraph 7 below [“Participating Outlets”].</p> <p>Purchasing more products will entitle you to more entries in the contest. Participants are allowed and encouraged to submit multiple entries using different receipts throughout the contest duration.</p>

1. Write on the front of the original Proof of Purchase, your full name (as per MyKad) and MyKad number. e.g., *Wong Yeung Ling, 851120-08-4881* (“Entry”).
2. Take a clear photo of the Proof of Purchase, fill up all the data fields in the Contest online form, upload the photo of the Proof of Purchase and submit.
3. For purposes of the Contest, the list of Participating Products and the entry numbers allocated for each of the Participating Product is set out below:

Product Description	Entry Value Allocated
NESTLÉ HARVEST GOURMET™ Nuggets 360g	1
NESTLÉ HARVEST GOURMET™ Cutlet 270g	1
NESTLÉ HARVEST GOURMET™ Stir Fry Mince 300g	1
NESTLÉ HARVEST GOURMET™ Sensational Burger 270g	1
NESTLÉ HARVEST GOURMET™ Sensational Burger 282g	1
NESTLÉ HARVEST GOURMET™ Crispy Fish-Free Finger 300g	2

4. Submissions of Entries with Proof of Purchase showing more than one (1) Participating Product will be assigned additional running entry number(s) based on the Entry value allocated as per the table in paragraph 3 above.

Example:
a) For Proof of Purchase with **NESTLÉ HARVEST GOURMET™ Nuggets 360g**, one (1) Entry number will be assigned for that Entry.
b) For Proof of Purchase with **NESTLÉ HARVEST GOURMET™ Crispy Fish-Free Finger 300g**, two (2) Entry numbers will be given assigned for that Entry.
5. To earn additional Entry numbers, each Participant may opt to submit a one-time screenshot throughout the Contest Period showing that the Organiser’s Contest post from @nestleharvestgourmet has been shared on the Participant’s own Instagram Story (“**Instagram Story Screenshot**”). Participants who have opted to submit the Instagram Story Screenshot will be assigned additional **three (3) additional bonus Entry numbers**. Each Participant is entitled to a maximum of three (3) bonus Entry numbers only throughout the Contest Period. In the case where multiple Instagram Story Screenshots have been submitted by the Participant for the multiple Entries submitted (be it screenshots from a single Instagram account or different Instagram accounts, ONLY the earliest Entry received with the Instagram Story Screenshot will be awarded the bonus Entry numbers. Any subsequent Entries with additional Instagram Story Screenshots received by the Organiser will not be awarded any bonus Entry numbers.

	<p>6. The list of Participating Outlets are:</p> <table border="1" data-bbox="549 275 1445 528"> <thead> <tr> <th data-bbox="549 275 794 315">Outlet Type</th> <th data-bbox="794 275 1445 315">Outlets</th> </tr> </thead> <tbody> <tr> <td data-bbox="549 315 794 360">Retail outlets</td> <td data-bbox="794 315 1445 360">As listed in https://www.harvestgourmet.my/</td> </tr> <tr> <td data-bbox="549 360 794 450">Official online stores</td> <td data-bbox="794 360 1445 450">Official online stores of the retail outlets listed in https://www.harvestgourmet.my/</td> </tr> <tr> <td data-bbox="549 450 794 528">Quick-commerce platforms</td> <td data-bbox="794 450 1445 528">Grab Mart Pandamart</td> </tr> </tbody> </table> <p>Purchases from NESTLÉ HARVEST GOURMET™ Official Store on Shopee or Lazada are not eligible for this contest.</p> <p>7. The minimum number of entries required to participate in the contest is one (1), equivalent to purchasing of at least one (1) Participating Product.</p> <p>8. 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>9. 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>	Outlet Type	Outlets	Retail outlets	As listed in https://www.harvestgourmet.my/	Official online stores	Official online stores of the retail outlets listed in https://www.harvestgourmet.my/	Quick-commerce platforms	Grab Mart Pandamart
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Quick-commerce platforms	Grab Mart Pandamart								
<p><u>7. Judging Details</u></p>	<p>Verification of the Entry</p> <ol style="list-style-type: none"> 1. Required personal details provided for the contest. 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 online store website will be accepted as Proof of Purchase; 5. Where quick commerce purchase of the Participating Products has been made, only e-receipt generated through the official store in the Grab or Foodpanda app will be accepted as Proof of Purchase; 6. Purchase orders and delivery notes will not be accepted as Proof of Purchase. 7. The Organiser will process all Entries received. All Entries that do not meet the requirements shall be disqualified by the Organiser. Unclear images, illegible 								

	<p>and incomplete Entries will be disqualified without further notification to the Participants for such disqualified Entries.</p>
<p><u>8. Prizes and Winner selection</u></p>	<p><u>Contest Prizes</u> A total of 50 winning entries will be selected at the end of the Contest Period.</p> <p>50x Grand Prizes</p> <ul style="list-style-type: none"> • Two (2) GOOD VIBES FESTIVAL 2023 3-Day General Admission Passes worth RM1,976 <p>The list of winners will also be announced on the Organiser’s website; https://www.dearnestle.com.my/nestleharvestgourmet-GVF-contest-2023.</p> <p>Each participant is eligible to win a maximum of one (1) prize only.</p> <p>SHORTLISTING OF WINNERS METHOD</p> <p>Prize – 50 x Two (2) GOOD VIBES FESTIVAL 2023 3-Day General Admission Passes There are fifty [50] x Two (2) GOOD VIBES FESTIVAL 2023 3-Day General Admission Passes to be won throughout the Contest Period.</p> <p>As part of the Prize shortlisting entries’ selection process, the Organiser will allocate entry numbers for each valid Entry received and approved by the Organiser throughout Contest Period [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of entry numbers will be allocated for the Qualified Entries starting from entry number “1”.</p> <p>The entry numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming the Total Qualified Entries received throughout Contest Period is 8,888, the Finalists will be selected based on the following:</p> <p>8,888 ÷ 50 Prizes = 177.76, which will be rounded down to 177.</p> <p>The shortlisted winning entry is the 177th entry number entry and its multiplication. e.g., winning entry number is 177, 354, 531, 708 and so forth (up to 50 entry numbers).</p> <p>Total of <u>50 winners</u> will be selected throughout Contest Period.</p> <p>The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.</p>

	<p><u>Shortlisted Entries</u></p> <p>Once an Entry is verified, shortlisted winners selected based on the entry number selection method will be informed or contacted via WhatsApp from the contest number 018-3223320 to answer a simple Contest Question.</p> <p>Shortlisted winners must reply and provide the correct answer within the stipulated time frame to be eligible to win the prize. Failing which will result in forfeiture of the prize 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, they will be contacted via WhatsApp from number 018-3223320 to notify them of their correct answer and to check for winner’s announcement at Dear Nestle Website. The prize, in the form of E-tickets, will then be sent to selected winners via the e-mail address submitted in the contest form. The Organiser will not be held liable in the event the winners cannot be contacted for whatever reasons.</p>
<p><u>9. Prize Claim/Delivery Date</u></p>	<ol style="list-style-type: none"> 1. All prizes will be processed for delivery to the winners within two (2) weeks after the Contest end date; 9th July 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 must be claimed within two (2) weeks 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. 3. All Winners must abide by the terms and conditions of the party(ies) arranging and/or providing for the Prizes and the terms and conditions attached, if any. 4. The Organizer 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 Organizer’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 Organizer 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. 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.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at <https://www.dearnestle.com.my/nestleharvestgourmet-GVF-contest-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 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:

- (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 and/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 eighteen (18) years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

7. Publicity

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Contest (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Contest of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

8. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

9. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

10. Limitation of Liability

10.1 The Participant’s participation in the Contest shall be at the Participant’s own risk.

10.2 The Organiser, Nestlé Malaysia Group, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever

which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Contest, as well as the redemption and/or utilisation of any Prize won.

11. General

- 11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Contest and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.
- 11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Contestal materials) in connection with this Contest, 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 https://www.nestle.com.my/info/privacy_notice.
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di https://www.nestle.com.my/info/privacy_policy/privacy_bm.