



**Nestlé**

Good food, Good life

## **TERMS AND CONDITIONS**

### **A. Schedule to Conditions of Entry**

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. (197901000966).
2. <b><u>Promotion:</u></b>	PERADUAN MAGGI KONGSI REZEKI KONGSI MERIAH EKSKLUSIF DI LOTUS'S.
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 15/03/2024 and closes at 23:59:59 on 14/04/2024.
4. <b><u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
5. <b><u>Participating Method:</u></b>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Eight (RM8) of any mix of MAGGI Culinary products ("Products") in a single original receipt from any LOTUS'S instore outlets ("Receipt") and/or invoice or order screenshot from any LOTUS'S online platforms ("Invoice") during the Promotion Period ("collectively referred to as Proof of Purchase").</p> <p>b. <b><u>Instore Outlets Receipt:</u></b></p> <p>i. The Receipt can come in the form of printed receipts from point-of-sale systems for instore outlet purchases. The Receipt must bear the name and/or logo of the outlet at which the purchase was made.</p> <p>ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount, Receipt number and name and/or logo of the outlet ("Receipt Details").</p> <p>c. <b><u>Online Merchants Invoice:</u></b></p> <p>i. The Invoice can be in the form of a screenshot of invoice and/or order for online purchases from any online merchants. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made. For online purchases with promotion codes and/or rebates and/or discount vouchers and/or shipping vouchers and/or any other discounts, the <u>final paid amount of the Products</u> must be the minimum purchase amount and above to be qualified.</p>

	<ul style="list-style-type: none"> <li>ii. The Invoice must also bear the date of purchase, Products purchased, purchase amount, order and/or invoice number, and name and/or logo of the online merchant (“Invoice Details”).</li> <li>d. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt submitted. For every Ringgit Malaysia Eight (RM8), the Organiser will allocate one (1) serial number up to a maximum of ten (10) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Receipt has been allocated. Please refer to the examples below. <u>For example:</u> <ul style="list-style-type: none"> <li>i. If you purchase RM15.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate one (1) serial number.</li> <li>ii. If you purchase RM110.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate a maximum of ten (10) serial numbers only.</li> </ul> </li> <li>e. The participation method is <b>via Website</b> only. All other methods of submission will be disqualified. Participants may submit as many Proofs of Purchase as they wish but each Proof of Purchase is ONLY eligible to <b>one (1) Website entry</b> submission.</li> <li>f. The Organiser shall reserve the right to disqualify any Proof of Purchase which is illegible, with incomplete details, reprinted, duplicated, unclear, damaged, altered and/or modified in any way without further notification to the Participants. For the avoidance of doubt, the Organiser may also, without further notification to the Participant, disqualify any Proof of Purchase if the Organiser suspects that a Participant submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.</li> </ul>
<p>6. <b><u>Entry Method via Website:</u></b></p>	<ul style="list-style-type: none"> <li>a. <u>Entries submission via Promotion Website:</u> <ul style="list-style-type: none"> <li>i. Visit the Promotion Website: <a href="https://www.dearnestle.com.my/maggi-culinary-peraduan-ekslusift-lotuss">https://www.dearnestle.com.my/maggi-culinary-peraduan-ekslusift-lotuss</a> or scan the QR code shown on the communication materials at participating Outlets.</li> <li>ii. Complete the web form and fill in all the required personal details including a Malaysian registered mobile number compatible with WhatsApp for further communication (“Personal Details”).</li> <li>iii. Snap one (1) <u>clear and legible</u> picture/image in jpg or jpeg or png format of the Proof of Purchase complete with the Proof of Purchase Details (“Image”).</li> <li>iv. One (1) Image must contain a picture of one (1) Proof of Purchase only and the Image file must be less than 5MB.</li> <li>v. Upload the Image on the web form and submit (“Entry”).</li> <li>vi. The Organiser will reply with an auto-reply acknowledgment message for each Entry received.</li> </ul> </li> </ul>

	<p>b. The Organiser will extract all Entries received for further processing, verification and qualifying. The Organiser shall reserve the right to disqualify any Entries with incomplete Personal Details, unclear and/or illegible Images and/or containing more than one (1) Proof of Purchase Images. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p> <p>c. The Organiser shall reserve the right to request for evidence of the original Proof of Purchase (hardcopy) for verification and prize redemption. Failure to produce the original Proof of Purchase upon request will result in disqualification and forfeiture.</p>
<p>8. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 14/04/2024. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>9. <b><u>Prizes:</u></b></p>	<p>There are twenty five (25) Prizes in the form of a RUSSELL TAYLORS pressure cooker worth RM399 each to be won throughout the Promotion Period.</p>
<p>10. <b><u>Prizes Judging Details:</u></b></p>	<p>a. As part of the Prize Finalists selection process, the Organiser allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry throughout the Promotion Period according to the Receipt submitted (each a “Qualified Entry” and collectively the “Qualified Entries”). For each Qualified Entry received, the Organiser will only allocate up to a maximum of ten (10) serial numbers and will include the additional multiplying serial numbers, if eligible. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>b. The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”). Assuming that the Total Qualified Entries is <b><u>12501</u></b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of twenty five (25) Prize Finalists: <math>12501 \div 25 = 500.04</math>.</b> Since dividing 12501 with 25 will result in a number with decimal value, the number 500.04 will be rounded down to <b><u>500</u></b>. The following twenty five (25) Participants with Qualified Entries bearing the following serial numbers will be selected: 500*, 1000*, 1500*, 2000, 2500, 3000, 3500, and so forth. (*computation example: <b><u>500</u></b>, <math>500+500=1000</math>, <math>1000+500=1500</math>).</p>
<p>11. <b><u>Additional Terms:</u></b></p>	<p>a. The Organiser will contact all selected Finalists via WhatsApp from <b>6018 388 3346</b> to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalists will be given one (1) question to answer. The selected Finalists must answer the question posted by the Organiser correctly in order to win the Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prizes being forfeited. The Organiser will not be held</p>

	<p>liable in the event the selected Finalists cannot be contacted for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win only one (1) Prize.</p> <p>c. All Winners MUST provide their complete personal details when requested. The Organiser reserves the rights to forfeit their Prizes if the Winners failed to provide their full details upon request.</p> <p>d. All Prizes will be delivered via courier to the Winners within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners.</p> <p>e. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. All unclaimed Prizes after the deadline stipulated by the Organiser will be forfeited.</p> <p>f. The Organiser retains the right to substitute any Prize with another Prize of similar value in the event the original Prize offered is not available.</p> <p>g. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Promotion 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.</p>
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*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <https://www.dearnestle.com.my/maggi-culinary-peraduan-ekslusift-lotuss>, 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:

- (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](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](https://www.nestle.com.my/info/privacy_policy/privacy_bm).