

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

| 1. | <u>Organiser</u> | Nestlé Products Sdn. Bhd. [197901000966] |
|----|--------------------|---|
| | <u>:</u> | |
| 2. | Campaign: | "AEON Food Fiesta" Campaign 2024 |
| | | |
| 3. | Schedule and | i. Set out below are details of the Promotion participating outlets, the specific promotion |
| | Location of | dates based on participating outlets and location during the period starting from 3 rd May |
| | Campaign: | 2024 until 30 th June 2024 (weekends only) ("Promotion Period"): |
| | | γ (γ) |

| Activity | Start Time | End Time | Break Time | Remarks |
|-----------------------------|------------|----------|---------------------------------|-------------------------|
| AEON & AEON BIG Pushcart | 12:00:00 | 20:00:00 | 15:00 – 16:00 | Every Saturday & Sunday |
| AEON & AEON BIG Roadshow | 10:00:00 | 22:00:00 | 13:30 – 14:30, 17:30 – 18:30 | Every Saturday & Sunday |

Outlet: AEON & AEON BIG Pushcart

| No | Region | Outlet | Promotion Dates |
|----|----------|--------------------------|----------------------|
| 1 | Central | AEON Cheras Selatan | 1-2 June, 29-30 June |
| 2 | Central | AEON Taman Maluri | 4-5 May, 25-26 May |
| 3 | Central | AEON Seremban 2 | 4-5 May, 25-26 May |
| 4 | Central | AEON Wangsa Maju | 4-5 May, 25-26 May |
| 5 | Central | AEON Mid Valley | 22-23 June |
| 6 | Central | AEON BIG Mid Valley | 4-5 May, 29-30 June |
| 7 | Central | AEON BIG Putrajaya | 29-30 June |
| 8 | Central | AEON BIG Tun Hussein Onn | 1-2 June |
| 9 | Central | AEON BIG Subang | 4-5 May |
| 10 | Central | AEON BIG Wangsa Maju | 25-26 May |
| 11 | Central | AEON BIG Kepong | 25-26 May |
| 12 | Central | AEON BIG Ampang | 1-2 June |
| 13 | Northern | AEON Queensbay | 1-2 June, 29-30 June |
| 14 | Southern | AEON Tebrau City | 8-9 June, 29-30 June |
| 15 | Southern | AEON BIG Batu Pahat | 1-2 June |
| 16 | Southern | AEON BIG Kluang | 15-16 June |

Outlet: AEON & AEON BIG Roadshow

| No | Region | Outlets | Promotion Dates |
|----|----------|----------------------|-----------------|
| 1 | Central | AEON Bandar Utama | 22-23 June |
| 2 | Central | AEON BIG Subang | 22-23 June |
| 3 | Central | AEON BIG Wangsa Maju | 1-2 June |
| 4 | Central | AEON BIG Ampang | 25-26 May |
| 5 | Northern | AEON Queensbay | 25-26 May |

4. Eligibility: The Promotion is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period. The Organiser reserves the right to request for evidence of identification documents.

5. Redemption Method:

To participate in the Promotion, purchase <u>any</u> participating Nestlé products listed below of **RM20** and above in a <u>single receipt</u> from any participating AEON / AEON BIG outlets listed above based on the location and specific promotion dates ("Original Receipt"):

| Categories | pecific promotion dates ("Original Receipt"): Product and Pack size |
|----------------|--|
| Maggi Culinary | Maggi Chilli Sauce |
| , | Maggi Sos Tiram |
| | Maggi Thai Sauce |
| | Maggi Tomato Sauce |
| | Maggi Kiub |
| | Maggi Kiub Kari |
| | Maggi Sos Ayam Pekat |
| | Maggi Sos Homemade Chicken Stock |
| | Maggi Cukup Rasa |
| | Maggi Ayam Goreng Berempah 100g |
| | Maggi Ayam Percik 100g |
| | Maggi Bihun Goreng |
| | Maggi Lada Hitam |
| | Maggi Nasi Briyani |
| | Maggi Nasi Goreng Kampung |
| | Maggi Sambal Tumis |
| Maggi Noodle | Maggi – M2MN Asam Laksa (Small) |
| | Maggi – M2MN Ayam (Small) |
| | Maggi – M2MN Ayam (Big) |
| | Maggi – M2MN Kari (Small) |
| | Maggi – M2MN Kari (Big) |
| | Maggi – M2MN Tomyam (Small) |
| | Maggi – M2MN Tomyam (Big) |
| | Maggi – Nutrilicious Aglio Olio |
| | Maggi – Nutrilicious Tomato Delight |
| | Maggi Pazzta – Cheese Macaroni |
| | Maggi Pazzta – Mushroom Penne |
| | Maggi Pedas Giler Ayam (Pack) |
| | Maggi Pedas Giler Seafood (Pack) |
| | Maggi Pedas Giler Tomyam (Pack) |
| | Maggi Mi Goreng Cili Ala Kampung (Pack) |
| | Maggi Mi Goreng Cili Ala Kampung (Bowl) |
| | Maggi Mi Goreng Laksa Warisan |
| | Maggi Mi Goreng Sambal Tumis Bilis |
| | Maggi – M2MN Udang Pedas Utara |
| | Maggi – M2MN Tomyam KAW |
| | Maggi Hot Mealz – Fusian Karai Miso |
| | Maggi Hot Mealz – Fusian Sarang Kimchi |
| | Maggi Hot Mealz – Kari Kaw Extra |
| | Maggi Hot Mealz – Lada Pedazz Extra |
| | Maggi Hot Mealz – Tomyam Kaw Extra |
| | Maggi Hot Mealz (Assorted Variant) |
| | Maggi Hot Cup (Assorted Variant) |

| | Maggi Pedas Giler Ayam (Cup) | | | |
|-----------------|---|--|--|--|
| | Maggi Pedas Giler Cheezy Berapi (Cup) | | | |
| | Maggi Pedas Giler Seafood (Cup) | | | |
| | Maggi Pedas Giler Tomyam (Cup) | | | |
| Harvest Gourmet | Harvest Gourmet Puff Pastries 300g | | | |
| | Harvest Gourmet Golden Crunchy Poppers 300g | | | |
| | Harvest Gourmet Crispy Fish-Free Fingers 300g | | | |
| | Harvest Gourmet Golden Crispy Nuggets 360g | | | |
| | Harvest Gourmet Juicy Sensational Burger 282g | | | |
| | Harvest Gourmet Stir Fry Mince 300g | | | |
| | Harvest Gourmet Crispy Cutlet 270g | | | |
| Milks | Nestum 3in1 Oat 15's | | | |
| | Nestum 3in1 Honey 15's | | | |
| | Nestum 3in1 Chocolate 15's | | | |
| | Nestum Tambah Je 15's | | | |
| | Nestum 3in1 Brown Rice 10's | | | |
| | Nestum 3in1 Kurma & Prune 10's | | | |
| | Nestum 3in1 Original 8's | | | |
| | Nestum 3in1 Oat 8's | | | |
| | Nestum 3in1 Sweet Potato & Taro 10's | | | |
| | Nestum AFC Original 250g Softpack | | | |
| | Nestum AFC Original 500g Softpack | | | |
| | Nestum AFC Honey 500g Softpack | | | |
| Cereals | GOLD Cornflakes 150g | | | |
| | GOLD Cornflakes 325g | | | |
| | GOLD Cornflakes 500g | | | |
| | Nestle Gold Honey Flakes 220g | | | |
| | Nestle Gold Honey Flakes 370g | | | |
| | Nestle Gold Honey & Banana Flakes | | | |
| | Nestle Gold Honey & Berries Flakes | | | |

- a) Present the Original Receipt as proof of purchase of Nestlé Products as listed above to the Promotion Organiser to take part in the Promotion. Eligible shoppers are then guided by the Promotion Organiser to participate in the Promotion.
- b) Each eligible Original Receipt is entitled to a minimum of one [1] and a maximum of three [3] game entries, subject to term No.8.
- c) Roadshow: Eligible shoppers/participants are required to roll the rolling pin on the game board. The prize the shopper is entitled to receive will be determined by the position where the rolling pin successfully stops on the prizes printed on the game board. Each participant is permitted to roll the rolling pin one (1) time per game entry only. Then, participant is required to answer one (1) question after the Golek & Menang game, before redeeming the Prize.

Examples of questions that may be asked by the Organiser:

Name one (1) brand participating in AEON Food Fiesta.

Answer: Maggi OR Harvest Gourmet OR Nestum OR Nestle Cornflakes.

Failure for shoppers/participants to roll at any prize that printed on the game board or failure to answer the question will result in the Prize being forfeited and the shopper disqualified.

d) Pushcart: Eligible shoppers/participants are required to match the correct Nestlé products to the food on the board. The Prize the shopper is entitled to receive will be determined by the correct number of matching (maximum 4 correct) in 15 seconds. Each

| | participant is permitted to one [1] time try per game entry. Failure for shoppers/participants to complete the matching game will result in the Prize being forfeited and the shopper disqualified. e) The shopper will be entitled to receive the Prize, subject to availability. The shopper's Original Receipt will be signed by the Promotion Organiser and stamped to indicate that the Prize has been successfully "REDEEMED". | | | |
|--|--|--|--|--|
| 6. Prize | The following are Prizes made available by the Organiser for the Promotion to be won by the eligible and successful shoppers: - Knife Set (Happy Hours only at 14:00 – 15:00 and 18:00 – 19:00): 40 sets per day only; - Ring Roll: 40 units per day; - Red Mug: 14 units per day; - Lively Tea Pear 200ml: 18 units per day; - Kit Kat Bites Party Pack: 18 units per day. | | | |
| 7. Date and Location of Campaign /Redemption <u>:</u> | Eligible shoppers are entitled to take part in the Promotion at the outlet and location from which the participating Nestlé Products were purchased based on the Promotion date and outlet listed in the schedule above. Purchases that are made from other outlets or made on dates not listed in the schedule are not entitled to take part in the Promotion. Examples of non-eligibility are: - Purchase made on 30 June (Sunday) and redeem at the same outlet on 1 July (Monday). - Purchase made on 30 June (Sunday) at AEON Bandar Utama and redeem at other AEON / AEON BIG outlets. - Purchase made on 4 May (Saturday) at AEON BIG Wangsa Maju and redeem at AEON BIG Mid Valley. | | | |
| 8. Additional Terms: | a) Each shopper is eligible to participate in the Promotion with multiple Original Receipts at per time. b) Each successful shopper is entitled to only win maximum three [3] prizes in one [1] single Original Receipt Example: Shoppers are entitled to win one [1] prize with a total purchase of RM20 of the participating Nestlé Products as listed in No. 5 in one (1) Original Receipt. Example: Shoppers are entitled to win three [3] prizes with a total purchase of RM60 of the participating Nestlé Products as listed in No. 5 in one (1) Original Receipt. Example: Shoppers are entitled to win only three [3] prizes with a total purchase of RM80 of the participating Nestlé Products as listed in No. 5 in one (1) Original Receipt. All items redeemed CANNOT BE RESOLD or EXCHANGE FOR CASH. | | | |

This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at http://dearnestle.com.my/peraduan-aeon-food-fiesta2024, collectively "Terms Page 4 of 6 and Conditions", and shall be binding on all participants who participate in this Campaign (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

By participating in the Campaign / Redemption, you have read and agreed to the Terms and Conditions and the processing of your personal information in the Privacy Notice attached to the Terms and Conditions at http://dearnestle.com.my/peraduan-aeon-food-fiesta2024.

| ^ | C: | Causta at Nia . | 1000 | 00 2422 |
|----------|----------|-----------------|------|----------|
| Lonsumer | Services | Contact No.: | TRUU | 88 3433. |

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 these 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 Campaign Period, make Prize substitutions, cancel, terminate or suspend the Campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Campaign will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser's decision on all matters relating to the Campaign including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Campaign Entries / Redemption

- 2.1 By submitting an entry to the Campaign / Redemption, 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 Campaign, 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 Campaign shall be borne by the Participant.

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 Campaign and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Campaign 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. Non-eligibility

The following groups of persons shall not be eligible to participate in the Campaign:

- (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 Campaign 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 Campaign by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Campaign for verification by Organiser when requested.
- 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 The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. 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.
- 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.

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 Campaign (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 Campaign and any derivative works arising there from will perpetually and Page 7 of 8 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 Campaign, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Campaign or violation of the Terms and Conditions.

10. Limitation of Liability

- 10.1 The Participant's participation in the Campaign 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 Campaign, 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 Campaign 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 Campaign, in particular that relates to the Prize, are the properties of their respective owners. This Campaign 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 Campaign.
- 11.5 Where the Terms and Conditions of the Campaign 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 Campaign shall be construed, governed and interpreted in accordance the laws of Malaysia.

Privacy Notice

12.1 By participating in the Campaign, 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.