



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>	STARBUCKS BUY & WIN CONTEST.									
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 01/07/2024 and closes at 23:59:59 on 25/08/2024.									
4. <b><u>Eligibility:</u></b>	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 shall reserve the right to request for evidence of identification documents.									
5. <b><u>Participating Outlets:</u></b>	a. The participating outlets are as per listed below (Outlets): <table border="1" data-bbox="584 952 1316 1120"><thead><tr><th><b>PARTICIPATING OUTLETS</b></th></tr></thead><tbody><tr><td>JAYA GROCER</td></tr><tr><td>VILLAGE GROCER</td></tr><tr><td>AEON &amp; AEON BIG</td></tr></tbody></table>	<b>PARTICIPATING OUTLETS</b>	JAYA GROCER	VILLAGE GROCER	AEON & AEON BIG					
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JAYA GROCER										
VILLAGE GROCER										
AEON & AEON BIG										
6. <b><u>Participating Products:</u></b>	a. The participating STARBUCKS products are as per listed below (“Products”): <table border="1" data-bbox="517 1276 1385 1657"><thead><tr><th><b>PARTICIPATING PRODUCTS</b></th></tr></thead><tbody><tr><td>STARBUCKS RTD Doubleshot Mocha 220ml</td></tr><tr><td>STARBUCKS RTD Doubleshot Espresso Latte 220ml</td></tr><tr><td>STARBUCKS RTD Frappuccino Coffee 280ml</td></tr><tr><td>STARBUCKS RTD Frappuccino Mocha 280ml</td></tr><tr><td>STARBUCKS Cappuccino (4x14g)</td></tr><tr><td>STARBUCKS Caramel Latte (4x23g)</td></tr><tr><td>STARBUCKS Caffè Mocha (4x22g)</td></tr><tr><td>STARBUCKS Caffè Latte (4x14g)</td></tr></tbody></table>	<b>PARTICIPATING PRODUCTS</b>	STARBUCKS RTD Doubleshot Mocha 220ml	STARBUCKS RTD Doubleshot Espresso Latte 220ml	STARBUCKS RTD Frappuccino Coffee 280ml	STARBUCKS RTD Frappuccino Mocha 280ml	STARBUCKS Cappuccino (4x14g)	STARBUCKS Caramel Latte (4x23g)	STARBUCKS Caffè Mocha (4x22g)	STARBUCKS Caffè Latte (4x14g)
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7. <b><u>Entry Method:</u></b>	a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Twenty (RM20) (“Minimum Purchase”) of any Products in a single original receipt from any participating Outlets (“Receipt”) during the Promotion Period.  b. The Receipt can come in the form of printed receipts from the Outlet point-of-sale systems. The Receipt must bear the name and/or logo of the Outlet at which the purchase was made. The Receipt must also bear the date of purchase, Products									

	<p>purchased, Products purchase amount, Receipt number and name and/or logo of the Outlet (“Receipt Details”).</p> <p>c. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt submitted. For every Ringgit Malaysia Twenty (RM20), the Organiser will allocate one (1) serial number up to a maximum of fifty (50) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Receipt has been allocated. Please refer to Clause 12.</p> <p><u>For example:</u></p> <ul style="list-style-type: none"> <li>- If you purchase RM20.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate one (1) serial number.</li> <li>- If you purchase RM1500.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate fifty (50) serial numbers.</li> </ul> <p>d. The Contest submission method is via the <u>Promotion Website</u> only. All other methods of submission will be disqualified. Participants may submit as many Receipts as they wish but each Receipt is <b>ONLY</b> eligible <b>for one (1) entry submission</b>.</p> <p>e. The Organiser shall reserve the right to disqualify any Receipt 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 Receipt if the Organiser suspects that a Participant submitted a Receipt which is forged, falsified or is issued over Products which had not been purchased.</p>
<p>8. <b><u>Entry Submission:</u></b></p>	<p>a. <u>Entries submission via Promotion Website:</u></p> <ol style="list-style-type: none"> <li>i. Visit the Promotion Website at: <a href="https://nestlemalaysia.qualifioapp.com/quiz/1271712_2862/StarbucksBuy&amp;Win2024.html">https://nestlemalaysia.qualifioapp.com/quiz/1271712_2862/StarbucksBuy&amp;Win2024.html</a> or scan the QR code shown on the communication materials at participating Outlets and complete the Contest Web Form.</li> <li>ii. Fill in all the required personal details (“Personal Details”) on the Web Form including a Malaysian registered mobile number compatible with WhatsApp for further communication.</li> <li>iii. Snap one (1) clear and legible picture/image in jpg or jpeg or png format (“Image”) of the Receipt with the required details.</li> <li>iv. One (1) Image must contain a picture of one (1) Receipt and the Image file size must be less than 5MB.</li> <li>v. Upload the Image on the Web Form and click ‘submit’ (“Entry”).</li> <li>vi. You will receive an acknowledgment message for each Entry submitted successfully.</li> </ol> <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 or mismatched Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Receipt. All Entries will be checked for duplicates based on the Participant’s full name, ID number and mobile number submitted. 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 Receipt hardcopy for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and forfeiture.</p>
9. <b><u>Entry Deadline:</u></b>	All Entries must be received by the Organiser on or before 23:59:59 on 25/08/2024. All Entries received outside the Promotion Period will be automatically disqualified.
10. <b><u>Weekly Periods:</u></b>	<p>a. Below are the eight (8) weekly periods and the pool of Entries is based on received date:</p> <p>Week 1: 01/07/2024 – 07/07/2024      Week 2: 08/07/2024 – 14/07/2024  Week 3: 15/07/2024 – 21/07/2024      Week 4: 22/07/2024 – 28/07/2024  Week 5: 29/07/2024 – 04/08/2024      Week 6: 05/07/2024 – 11/08/2024  Week 7: 12/08/2024 – 18/08/2024      Week 8: 19/08/2024 – 25/08/2024</p>
11. <b><u>JAYA GROCER Weekly Prizes:</u></b>	<p>a. There are eight (8) JAYA GROCER Weekly Prizes in the form of one (1) RM100 Touch ‘n Go eWallet Reload PIN each to be won for each week for eight (8) consecutive weeks.</p> <p>b. There is a total of sixty four (64) JAYA GROCER Weekly Prizes to be won at the end of the Promotion Period.</p>
12. <b><u>JAYA GROCER Judging Details – Weekly Prizes:</u></b>	<p>a. As part of the JAYA GROCER Weekly Prizes Finalists’ selection process, the Organiser will tabulate the JAYA GROCER Entries received and allocate a serial number, up to a maximum of fifty (50) serial numbers, for each JAYA GROCER Entry received and approved by the Organiser to be a successful JAYA GROCER Entry each week, per the weekly schedule according to the amount purchased as stated in the Receipt submitted (each a “JAYA GROCER Qualified Entry” and collectively the “JAYA GROCER Qualified Entries”). A set of serial numbers will be allocated for the JAYA GROCER Qualified Entries starting from serial number “1”.</p> <p>b. Each week the serial numbers allocated to each JAYA GROCER Qualified Entry will be tabulated and added up to derive the total number of JAYA GROCER Qualified Entries (“Total JAYA GROCER Weekly Qualified Entries”). Assuming that the Total JAYA GROCER Weekly Qualified Entries for the week is <b>1761</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of eight (8) JAYA GROCER Weekly Prize Finalists: <math>1761 \div 8 = 220.12</math>.</b> Since dividing 1761 with 8 will result in a number with decimal value, the number 220.12 will be rounded down to <b>220</b>. The following 8 Participants with JAYA GROCER Qualified Entries bearing the following serial numbers will be selected: 220*, 440*, 660*, 880, 1100 and so forth (*computation example: <u>220</u>, <math>220+220=440</math>, <math>440+220=660</math>).</p>
13. <b><u>VILLAGE GROCER Weekly Prizes:</u></b>	<p>a. There are eight (8) VILLAGE GROCER Weekly Prizes in the form of one (1) RM100 Touch ‘n Go eWallet Reload PIN each to be won for each week for eight (8) consecutive weeks.</p> <p>b. There is a total of sixty four (64) VILLAGE GROCER Weekly Prizes to be won at the end of the Promotion Period.</p>

<p>14. <b><u>VILLAGE GROCER Judging Details – Weekly Prizes:</u></b></p>	<p>a. As part of the VILLAGE GROCER Weekly Prizes Finalists’ selection process, the Organiser will tabulate the VILLAGE GROCER Entries received and allocate a serial number, up to a maximum of fifty (50) serial numbers, for each VILLAGE GROCER Entry received and approved by the Organiser to be a successful VILLAGE GROCER Entry each week, per the weekly schedule according to the amount purchased as stated in the Receipt submitted (each a “VILLAGE GROCER Qualified Entry” and collectively the “VILLAGE GROCER Qualified Entries”). A set of serial numbers will be allocated for the VILLAGE GROCER Qualified Entries starting from serial number “1”.</p> <p>b. Each week the serial numbers allocated to each VILLAGE GROCER Qualified Entry will be tabulated and added up to derive the total number of VILLAGE GROCER Qualified Entries (“Total VILLAGE GROCER Weekly Qualified Entries”). Assuming that the Total VILLAGE GROCER Weekly Qualified Entries for the week is <b>2001</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of eight (8) VILLAGE GROCER Weekly Prize Finalists: <math>2001 \div 8 = 250.12</math>.</b> Since dividing 2001 with 8 will result in a number with decimal value, the number 250.12 will be rounded down to 250. The following 8 Participants with VILLAGE GROCER Qualified Entries bearing the following serial numbers will be selected: 250*, 500*, 750*, 1000, 1250 and so forth (*computation example: <u>250</u>, <math>250+250=\underline{500}</math>, <math>500+250=\underline{750}</math>).</p>
<p>15. <b><u>AEON &amp; AEON BIG Weekly Prizes:</u></b></p>	<p>a. There is one (1) AEON &amp; AEON BIG Weekly 1<sup>st</sup> Prize in the form of one (1) NESCAFÉ DOLCE GUSTO GENIO S PLUS and three (3) NESCAFÉ DOLCE GUSTO CAFÉ LATTE Capsule each to be won for each week for eight (8) consecutive weeks.</p> <p>b. There are five (5) AEON &amp; AEON BIG Weekly Consolation Prizes in the form of one (1) RM50 Touch ‘n Go eWallet Reload PIN each to be won for each week for eight (8) consecutive weeks.</p> <p>c. There is a total of eight (8) AEON &amp; AEON BIG Weekly 1<sup>st</sup> Prizes and forty (40) AEON &amp; AEON BIG Weekly Consolation Prizes to be won at the end of the Promotion Period.</p>
<p>16. <b><u>AEON &amp; AEON BIG Judging Details – Weekly Prizes:</u></b></p>	<p>a. As part of the AEON &amp; AEON BIG Weekly Prizes Finalists’ selection process, the Organiser will tabulate the AEON &amp; AEON BIG Entries received and allocate a serial number, up to a maximum of fifty (50) serial numbers, for each AEON &amp; AEON BIG Entry received and approved by the Organiser to be a successful AEON &amp; AEON BIG Entry each week, per the weekly schedule according to the amount purchased as stated in the Receipt submitted (each a “AEON &amp; AEON BIG Qualified Entry” and collectively the “AEON &amp; AEON BIG Qualified Entries”). A set of serial numbers will be allocated for the AEON &amp; AEON BIG Qualified Entries starting from serial number “1”.</p> <p>b. Each week the serial numbers allocated to each AEON &amp; AEON BIG Qualified Entry will be tabulated and added up to derive the total number of AEON &amp; AEON BIG Qualified Entries (“Total AEON &amp; AEON BIG Weekly Qualified Entries”). Assuming that the Total AEON &amp; AEON BIG Weekly Qualified Entries for the week is <b>2003</b>, the Organiser will compute and select based on the following:</p>

	<ul style="list-style-type: none"> <li>i. <b>Selection of one (1) AEON &amp; AEON BIG Weekly 1<sup>st</sup> Prize Finalist: <math>2003 \div 2 = 1001.50</math>.</b> Since dividing 2005 with 2 will result in a number with decimal value, the number 1001.50 will be rounded down to 1001. The Participant with the AEON &amp; AEON BIG Qualified Entry bearing the serial number 1001 will be selected.</li> <li>ii. <b>Selection of five (5) AEON &amp; AEON BIG Weekly Consolation Prize Finalists: <math>2003 \div 5 = 400.6</math>.</b> Since dividing 2003 with 5 will result in a number with decimal value, the number 400.6 will be rounded down to 400. The following five (5) Participants with the AEON &amp; AEON BIG Qualified Entries bearing the following serial numbers will be selected: 400*, 800*, 1200*, 1600 and so forth (*computation examples: 400, 400+400=800, 800+400=1200).</li> </ul>
<p>17. <b><u>Additional Terms:</u></b></p>	<ul style="list-style-type: none"> <li>a. The Organiser will contact all selected Finalists via WhatsApp from <b>6018 388 2455</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 Prize being forfeited. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.</li> <li>b. Each Participant may throughout the Promotion Period win: <ul style="list-style-type: none"> <li>i. one (1) JAYA GROCER Weekly Prizes,</li> <li>ii. one (1) VILLAGE GROCER Weekly Prize, and</li> <li>iii. one (1) AEON &amp; AEON BIG Weekly 1<sup>st</sup> Prize or Weekly Consolation Prize only.</li> </ul> </li> <li>c. All Winners must provide their required and personal details to the Organiser for prizes fulfilment, without which the Organiser may not be able to fulfil such prizes. The Organiser reserves the rights to forfeit their Prizes if the Winners fail to provide their full details upon request. The Organiser reserves the right to disqualify any Entry or Prize if a Participant or Winner's personal details (including full name, identification number and mobile number) are found at any time to be inaccurate or wrong.</li> <li>d. The Organiser reserves the right to request for submission of the photocopy of identification document and the original hardcopy Proof of Purchase from the Winner for verification prior to Prizes fulfilment. Failure to submit upon request will result in disqualification and forfeiture. Upon verification, the Organiser reserves the right to forfeit their Prizes if the Organiser suspects that the alleged Winner submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.</li> <li>e. The Winners of the NESCAFÉ DOLCE GUSTO GENIO S PLUS and three (3) NESCAFÉ DOLCE GUSTO CAFÉ LATTE Capsule will be contacted and further notified of the delivery procedures of their Prize within 6 to 8 weeks from the closing date of the Promotion.</li> <li>f. The Winners of the Touch 'n Go eWallet Reload PIN will receive their Touch 'n Go eWallet Reload PIN codes from the Organiser's service provider via the Contest Official WhatsApp Number at <b>6018 388 2455</b> to the mobile number from which the Organiser</li> </ul>

	<p>received in the Qualified Entries, within 6 to 8 weeks from the closing date of the Promotion.</p> <p>g. All Touch 'n Go eWallet Reload PIN Winners must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet Credit Prizes. The following are the terms and conditions of the Contest Prize vendors:</p> <p>h. Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms &amp; Conditions; <a href="https://www.touchngo.com.my/assets/pdf/user-tnc.pdf">https://www.touchngo.com.my/assets/pdf/user-tnc.pdf</a></p> <p>i. The Organiser will not be held liable and responsible if any of Touch 'n Go eWallet Reload PIN codes cannot be delivered or deployed to the winners due to any change or difference in the mobile contact number submitted by the winners to the Organizer during Contest Entry submission.</p> <p>j. The Organiser reserves the rights to extend the timelines and change the method of prizes fulfilment stated under this clause at the discretion of the Organiser. The Winners list will be featured in the Organiser's website within six (6) – eight (8) weeks from the closing date of the Promotion.</p> <p>k. All unclaimed Prizes after the deadline set by the Organiser in the winners' notification for prize collection will be forfeited. The Organiser reserves the right to substitute any prize for an alternative or equal value.</p> <p>l. 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.</p> <p>m. 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> <p>n. The Organizer shall not be 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 prize shall be borne by the winner at their own costs.</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://nestlemalaysia.qualifioapp.com/quiz/1271712\\_2862/StarbucksBuy&Win2024.html](https://nestlemalaysia.qualifioapp.com/quiz/1271712_2862/StarbucksBuy&Win2024.html), 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”).*

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**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.
- 2.3 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 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**

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

- (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 Promotion 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 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 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 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 Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

**12. Privacy Notice**

- 12.1 By participating in the Promotion, 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).