

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1.	Organiser:	Nestlé Products Sdn. Bhd. (197901000966).			
2.	Promotion:	NESTLÉ HUAT LONG LOONG.			
3.	Promotion Period:	The Promotion starts at 00:00:00 on 24/12/2023 and closes at 23:59:59 on 17/02/2024.			
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 shall reserve the right to request for evidence of identification documents.			
6.	Promotion Tiers: Participating Products:	 a. The Promotion is divided into two (2) Tiers: i. <u>Tier 1</u> is an online <u>Match & Win</u> game for Participants to play on their online devices and may stand a chance to win <u>instant win prizes</u>. ii. <u>Tier 2</u> is a <u>Contest</u> for Participants to participate and may stand a chance to win the Contest <u>weekly prizes</u>. b. Participants that submit their entries and qualifies for the Tier 1: Match & Win will automatically be participating in the Tier 2: Contest. a. The NESTLÉ and/or STARBUCKS Ready To Drink participating products are as per listed below ("Products"): 			
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			Participating Products		
			Product Type	Product Description	Packaging
				MILO ACTIV-GO Original Can	24 x 240ml 4(6x240ml)
				MILO ACTIV-GO Original Can 20+4	24 x 240ml
			¥	MILO ACTIV-GO Can 5+1	4(6x240ml)
			Ž	MILO ACTIV-GO Ice Can	24 x 240ml
			P	MILO ACTIV-GO Kaw Can	24 x 240ml
			CAN DRINK	NECOAEÉ Original Care	4(6x240ml)
			Ö	NESCAFÉ Original Can	24 x 240ml
				NECCATÉ Original Can Mala Laura de	4(6x240ml)
				NESCAFÉ Original Can Mob Legends	24 x 240ml
1				NESCAFÉ Original Can 20+4	24 x 240ml

	NESCAFÉ Original Can 20+4 Festive	24 x 240ml
	NESCAFÉ Original Can 5+1	4(6x240ml)
	NESCAFÉ Original Can 5+1 Festive	4(6x240ml)
	NESCAFÉ Original Can 5+1 Raya	4(6x240ml)
	NESCAFÉ PETRONAS Original LE	24 x 240ml
	NESCAFÉ PETRONAS Original LE 20+4	24 x 240ml
	NESCAFÉ Latte Can	24 x 240ml
		4(6x240ml)
	NESCAFÉ Latte Can 20+4	24 x 240ml
	NESCAFÉ Latte Can 5+1	4(6x240ml)
	NESCAFÉ Mocha Can	24 x 240ml
		4(6x240ml)
	NESCAFÉ Mocha Can 20+4	24 x 240ml
	NESCAFÉ Mocha Can 5+1	4(6x240ml)
	NESCAFÉ Ice Can	24 x 240ml
	NESCAFÉ Kopi C	24 x 240ml
	NESCAFÉ Kopi O NutrF Can	24 x 240ml
	NESCAFÉ Tarik Can	4(6x240ml)
	NESCAPE TANK CAN	24 x 240ml
	NESCAFÉ Tarik Can 20+4	24 x 240ml
	STARBUCKS Doubleshot Mocha	24 x 220ml
	STARBUCKS Doubleshot Espresso Latte	24 x 220ml
	MILO ICE 2023 LE Can	24 x 240ml
	MILO KAW 2023 LE Can	24 x 240ml
	MILO Original 2023 LE Can	4 x 6 x 240ml
	MILO Original 2023 LE Can	24 x 240ml
	NESTLÉ LIVELY Lemon Guarana Tea Can	4(6x240ml)
	NESTLÉ LIVELY Lemon Guarana Tea Can	24 x 240ml
	NESTLÉ LIVELY Lemon Guarana Tea Can Festive	4(6x240ml)
	NESTLÉ LIVELY Lemon Guarana Tea Can Festive	24 x 240ml
	NESCAFÉ Original Can Fredrinn	24 x 240ml
	NESCAFÉ Original Can Gusion	24 x 240ml
	NESCAFÉ Original Can Nana	24 x 240ml
	MILO ACTIV-GO CALCIUMPLUZ UHT	4 x 6 x 200ml
	MILO ACTIV-GO UHT	4 x 6 x 200ml
	MILO ACTIV-GO UHT (5+1)	4 x 6 x 200ml
¥		4 x 6 x 200ml
		4 x 6 x 200ml
UHT DRINK	MILO ACTIV-GO UHT	10 x 4 x 125ml
등	MILO ACTIV-GO UHT	12x1L
	MILO ACTIV-GO UHT (10+2)	12x1L
	MILO ACTIV-GO UHT	5 x 8 x 125ml
	MILO PLANT BASED ACTIV-GO	12 x 1L
	<u> </u>	<u> </u>

		NESCAFÉ Dairy Free Almond UHT	12 x 1L
		NESTLÉ GOODNES Dairy Free Almond & Oat	12x1L
		NESTLÉ GOODNES Dairy Free Oat	12x1L
		NESCAFÉ Iced Caffe Latte	24 x 500ml
		NESCAFÉ Iced Cappuccino	24 x 500ml
		NESCAFÉ Iced Chococino	24 x 500ml
	(0	NESCAFÉ Dairy Free Latte Oat	24 x 225ml
	BOTTLES	NESCAFÉ Dairy Free Latte Almond	24 x 225ml
	E	MILO ACTIV-GO Original	24 x 500ml
	BO	MILO ACTIV-GO Dairy Free Almond	24 x 225ml
	PET	NESTLÉ LIVELY Pear SchisandraTea	24 x 450ml
		NESTLÉ LIVELY Raspberry Lemon Balm Tea	24 x 450ml
		NESTLÉ LIVELY Lemon Guarana Tea	24 x 450ml
		STARBUCKS Frappuccino Coffee	12 x 280ml
		STARBUCKS Frappuccino Mocha	12 x 280ml

7. Proof of Purchase & Entry Method:

a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Eight (RM8) ("Minimum Purchase") of any Products in a single original receipt from any instore outlets ("Receipt") and/or invoice from any online platform ("Invoice") as the Proof of Purchase during the Promotion Period.

b. Instore Outlets Receipt:

- i. The Receipt can come in the form of <u>printed receipts</u> from point-of-sale systems for instore outlet purchases. For purchases with instore outlet discounts 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.
- ii. The Receipt <u>must</u> clearly state the name of the instore outlet at which outlet the purchase was made. The date of purchase, Products purchased, Products purchase amount and Receipt number <u>must</u> be clearly stated and printed on the Receipt ("Receipt Details").

c. Online Merchants Invoice:

- i. The Invoice can be in the form of a screenshot of <u>invoice only</u> for online purchases from any online merchants. 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.
- ii. The Invoice <u>must</u> clearly state the name of the online merchant at which the online purchase was made. The date of purchase, Products purchased, Products purchase amount and Invoice number <u>must</u> be clearly stated and printed on the Invoice ("Invoice Details").

d. Exclusive Outlets Contest Prizes:

For Participants with purchases from any three (3) exclusive outlets, instore and/or online store listed below ("Exclusive Outlets"), during the Promotion Period will also

stand a chance to win additional Exclusive Outlets Contest Prizes. The Exclusive Outlets Contest Prizes are exclusive to all Participants that submit their Entries with an Exclusive Outlet Receipt only. Please refer Clause 14.

	EXCLUSIVE OUTLETS
i	LOTUS'S
ii	ECONSAVE
iii	TF VALUE-MART

- e. The submission method is via the <u>Promotion Website</u> only. Participants may submit as many Proofs of Purchase as they wish but **each Proof of Purchase is ONLY eligible for one (1) entry submission**. Participants must not write, tick, mark and/or highlight on the Proof of Purchase and/or cover the written parts of the Proof of Purchase. All the written parts of the Proof of Purchases must be clean, clear and legible.
- f. The Organiser shall reserve the right to disqualify any Proof of Purchase with unclear or illegible image due to wrinkles, tears, damage, fading, aging, discoloration, smudging, writing, ticking, markings, highlighting, covered and/or any form of text obfuscation or distortion, printing with low-contrast or pale coloured ink, incomplete details and/or unclear, insufficient and/or no participating Products and/or reprinted or duplicated Receipt or Invoice. All Proofs of Purchase that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.

8. Tier 1: Match & Win – Entry Submission:

- a. Entries submission via Promotion Website:
 - i. Visit the Promotion Website at: https://www.dearnestle.com.my/peraduan-nestle-rtd-cny-huat-long-loong-2024 or scan the QR code shown on the communication materials at participating Outlets and complete the Web Form.
 - ii. Fill in all the required personal details such as your full name, IC number, email address including a Malaysian registered mobile number with WhatsApp application for further communication and select the preferred eWallet ("Personal Details").
 - 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").
- iv. One (1) Image must contain a picture of one (1) Proof of Purchase only and the Image file must be less than 5MB.
- v. Upload the Image on the Web Form and submit ("Entry").
- vi. You may submit as many Entries as you wish but all Entries must include your own IC number and mobile number. All Entries will be checked for duplicates based on the combination of <u>your full name</u>, IC number and <u>mobile</u> number submitted.
- vii. Your Proof of Purchase Image will immediately be auto verified and if your Proof of Purchase meets the Organiser's requirement and qualifies, you will automatically be directed to the Match & Win platform.

- viii. In the event your Proof of Purchase failed to meet the Organiser's requirement, your Proof of Purchase will be disqualified, and you may try again with another Proof of Purchase.
- ix. For each one (1) qualified Proof of Purchase you will be given one (1) Match & Win attempt only.

b. How to play Match & Win:

- i. On the Match & Win platform, Participants will be shown 10 boxes on the
- ii. Participants must click on the boxes, one at a time to reveal the picture on the box and find the matching picture on the other boxes.
- iii. To succeed the Match & Win, the Participant must reveal and match all 5 pairs of matching pictures within <u>20 seconds</u>.
- iv. If the Participant is successful in completing the Match & Win within 20 seconds, he/she will be given one (1) question to answer. The Participant must answer the question correctly to win the Instant Win Prize.
- v. The Match & Win Prize won will be shown on the screen after the Participant has provided the correct answer to the question.
- vi. The Participant will be notified that:
 - the Match & Win Prize will be sent via WhatsApp from 6018 388 6332 within seven (7) working days after your Entry and Proof of Purchase has been verified, and
 - qualified Entry submitted will automatically be participating in the Tier 2:
- iii. In the event the Participant failed to answer the question correctly, he/she will not win the Match & Win Prize, but the Entry submitted will automatically be participating in the Tier 2: Contest and may stand a chance to win the Contest Weekly Prizes.
- vii. The Participant may then exit from the Match & Win platform.
- c. The Organiser will extract all Winner's Entries and Proof of Purchases received for further verification. The Organiser shall reserve the right to disqualify any Entries that failed the verification process without further notification to the Winners.
- d. The Organiser shall reserve the right to request for evidence of the original Proof of Purchase hardcopy for Match & Win Prize redemption. Failure to produce the original Proof of Purchase hardcopy upon request will result in disqualification and forfeiture.

9. Tier 1: Match & Win Instant Win Prizes:

- a. There are five thousand (5000) Tier 1: Match & Win Prizes to be won throughout the Promotion Period. The Match & Win Prize is in the form of pre-selected preferred eWallet of either:
 - i. Touch 'n Go eWallet Reload PIN, or
 - ii. Boost Credit Redemption Code.
- b. For each verified and winning Entry, a Participant may win either 1 (one) of the Match & Win Prize listed below:

- i. 4536 units of preferred eWallet worth RM18 each.
- ii. 232 units of preferred eWallet worth RM188 each.
- iii. 232 units of preferred eWallet worth RM688 each.
- c. Each Participant based on full name, IC number and mobile number may only win a maximum of two (2) Match & Win Prizes throughout the Promotion Period.
- d. The Organiser's service provider will send the codes for Touch 'n Go eWallet Reload PIN and Boost Credit Redemption Code to the Winners via WhatsApp from 6018 388 6332 within seven (7) working days after your Entry has been verified to the Winner's mobile number.
- e. All Winners must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet Match & Win Prize. The following are the terms and conditions of the vendors:
 - Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; https://www.touchngo.com.my/assets/pdf/user-tnc.pdf.
 - ii. Usage of the Boost Credit Redemption Code is subject to Axiata Digital eCode Sdn Bhd Terms & Conditions; https://www.myboost.com.my/terms/.
- f. The Organiser will not be held responsible if any of the e-Wallet Match & Win Prize cannot be delivered or deployed to the Winners due to any change, error and/or difference in the mobile contact number submitted to the Organiser during Entry submission.
- g. The Organiser reserves the right at its absolute discretion to extend the timeline of e-Wallet Match & Win Prize delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the e-Wallet Match & Win Prize to the Winners.
- h. All unclaimed e-Wallet Match & Win Prize after the deadline set by the Organiser as stated in the WhatsApp messages will be forfeited. The Organiser reserves the rights to substitute any prize for an alternative of equal or greater value.

10. <u>Tier 2:</u> <u>Contest –</u> <u>Entry</u> <u>Processing:</u>

- a. All Qualified Entries received in Tier 1: Match & Win will automatically be participating in the Tier 2: Contest.
- b. The Organiser will allocate serial numbers according to the purchase amount as stated in the Proof of Purchase of the Qualified Entries submitted. For every Ringgit Malaysia Eight (RM8), 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 Proof of Purchase has been allocated. Please refer to Clause 13.

For example:

i. If you purchase RM8.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate one (1) serial number.

If you purchase RM450.50 of Products in a single Proof of Purchase during the ii. Promotion Period, the Organiser will allocate fifty (50) serial numbers. 11. <u>Tier 2:</u> a. There is one (1) Weekly Prize in the form of a Limited Edition gold replica of either

Contest -Weekly **Prizes:**

- a MILO or NESCAFÉ life sized can* [999.9 gold +/- 120gm] worth approximately RM48,000** to be won each week for eight (8) consecutive weeks.
 - *The choice of Weekly Prize will be determined by the Organiser and winners are not allowed to select.
 - **The value of the Weekly Prize is correct at the time of printing. The gold value is according to the current gold price. A HABIB JEWELS certificate of authenticity will be included on the packaging.
- b. There is a total of eight (8) Weekly Prizes to be won at the end of the Promotion Period.
- c. The pool of Entries is based on submission date and the eight (8) weekly periods are as per below:

Week 1: 24/12/2023 – 30/12/2023 Week 2: 31/12/2023 – 06/01/2024 Week 3: 07/01/2024 – 13/01/2024 Week 4: 14/01/2024 - 20/01/2024 Week 5: 21/01/2024 – 27/01/2024 Week 6: 28/01/2024 - 03/02/2024 Week 7: 04/02/2024 – 10/02/2024 Week 8: 11/02/2024 - 17/02/2024

13. Judging Details – Weekly **Prizes:**

- a. As part of the Weekly Prize Finalist selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry each week, throughout the Promotion Period according to the Receipt submitted (each a "Qualified Entry" and collectively the "Qualified Entries"). A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".
- b. Each week the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ("Total Weekly Qualified Entries"). Assuming that the Total Weekly Qualified Entries for the week is **3001**, the Organiser will compute and select based on the following:
 - Selection of one (1) Weekly Prize Finalist: 3001 ÷ 2 = 1500.50. Since dividing 3001 with 2 will result in a number with decimal value, the number 1500.50 will be rounded down to 1500. The Participant with Qualified Entry of the week bearing the serial number 1500 will be selected.
- c. The Organiser will contact all selected Finalists via WhatsApp from 6018 388 6332 to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalist 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.

d.	Each Participant may throughout the Promotion Period win one (1) Weekly Priz	e
	only.	

14. Exclusive Outlets Contest Prizes:

- a. All Participants with purchases from any three (3) Exclusive Outlets during the Promotion Period will be eligible to win one (1) <u>additional Weekly Prize.</u>
- b. Please refer below for the quantity of additional Exclusive Outlets Weekly Prizes to be won throughout the Promotion Period:

EXC	CLUSIVE OUTLETS	PRIZES	ADDITIONAL WEEKLY PRIZES X 8 WEEKS	TOTAL ADDITIONAL WEEKLY PRIZES
i	LOTUS'S	One (1) Holiday Voucher worth RM1300 each.	Three (3)	Twenty four (24)
ii	ECONSAVE	One (1) PHILIPS Essential Connected Digital Airfryer XL worth RM739 each.	Three (3)	Twenty four (24)
iii	TF VALUE-MART	One (1) RM48 Touch 'n Go eWallet Reload PIN each.	Eighteen (18)	One hundred and forty four (144)

- c. The Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful entry each week, throughout the Promotion Period according to each Exclusive Outlets Entries (each a "Qualified Entry" and collectively the "Qualified Entries"). A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".
- d. Assuming the Total **LOTUS'S** Qualified Entries received for the week is **151** the Organiser will compute and select the finalists based on the following:
 - i. Weekly selection of three (3) LOTUS'S Weekly Prize Finalists: 151 ÷ 3 = 50.33. Since dividing 151 with 3 will result in a number with decimal value, the number 50.33 will be rounded down to 50. The following 3 Participants with LOTUS'S Qualified Entries of the week bearing the following serial numbers will be selected: 50*, 100* and 150* (*computation example: 50, 50+50=100, 100+50=150).
- e. Assuming the Total **ECONSAVE** Qualified Entries received for the week is **166** the Organiser will compute and select the finalists based on the following:
 - i. Weekly selection of three (3) ECONSAVE Weekly Prize Finalists: 166 ÷ 3 = 55.33. Since dividing 166 with 3 will result in a number with decimal value, the number 55.33 will be rounded down to 55. The following 3 Participants with ECONSAVE Qualified Entries of the week bearing the following serial numbers

will be selected: 55*, 110* and 165* (*computation example: <u>55</u>, 55+55=<u>110</u>, 110+55=165).

- f. Assuming the Total **TF VALUE-MART** Qualified Entries received for the week is **183** the Organiser will compute and select the finalists based on the following:
 - i. Weekly selection of eighteen (18) TF VALUE-MART Weekly Prize Finalists: 183 ÷ 18 = 10.16. Since dividing 183 with 18 will result in a number with decimal value, the number 10.16 will be rounded down to 10. The following 18 Participants with TF VALUE-MART Qualified Entries of the week bearing the following serial numbers will be selected: 10*, 20*, 30*, 40, 50, 60 and so forth (*computation examples: 10, 10+10=20, 20+10=30).
- g. The Organiser will contact all selected Finalists via WhatsApp from **6018 388 6332** to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalist 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.
- h. Each Participant may throughout the Promotion Period win only:
 - i. one (1) Exclusive Outlet LOTUS'S Weekly Prize,
 - ii. one (1) Exclusive Outlet ECONSAVE Weekly Prize, and
 - iii. one (1) Exclusive Outlet TF VALUE-MART Weekly Prize.

15. Entry Deadline:

All Entries must be received by the Organiser on or before 23:59:59 on 17/02/2024. All Entries received outside the Promotion Period will be automatically disgualified.

16. Additional Terms:

- a. Upon request, all Tier 2 Contest Winners must provide their personal details to the Organiser for prizes fulfilment.
- b. The Weekly Prizes will be by Winners' own collection from either the Organiser's Service Provider or selected HABIB JEWELS outlets within 6 to 8 weeks from the closing date of the Promotion.
- c. All Exclusive Outlets LOTUS'S and ECONSAVE Weekly Prizes will be delivered to the addresses provided by the Winners within 6 to 8 weeks from the closing date of the Promotion.
- d. The Organiser's service provider will send the codes to the Exclusive Outlets TF VALUE-MART Weekly Prizes, Touch 'n Go eWallet Reload PIN Winners via WhatsApp from 6018 388 6332 to the mobile number from which the Organiser received in the Qualified Entries, within 6 to 8 weeks from the closing date of the Promotion. All 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:

- i. Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; https://www.touchngo.com.my/assets/pdf/user-tnc.pdf.
- e. 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 Entry submission.
- f. 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 6 to 8 weeks from the closing date of the Promotion.
- g. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.
- h. 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.
- i. 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.
- j. 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.

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/peraduan-nestle-rtd-cny-huat-long-loong-2024, collectively "Terms and Conditions" and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Promotion (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

B: Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Promotion Period, make Prize substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser's decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Promotion Entries

- 2.1 By submitting an entry to the Promotion, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Promotion, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.
- 2.3 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.
- 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.