



NESTLÉ Omega Plus Love Your Heart

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

1. Organiser	Nestlé Products Sdn. Bhd. (197901000966)						
2. Promotion	NESTLÉ Omega Plus Love Your Heart						
3. Promotion Period	The Promotion starts at 00:00:00 on 14 th April 2022 and closes at 23:59:59 on 31 st May 2022.						
4. Eligibility	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period.						
5. Promotion Tiers	The Promotion consists of two (2) tiers of : I. Tier 1 – Redemption : redeem 5-Day NESTLÉ Omega Plus Starter Kit worth RM30 and II. Tier 2 – Contest : participate in a contest to win prizes						
6. Entry Method	<p>WhatsApp Submission only.</p> <ol style="list-style-type: none"> To participate in the Promotion, purchase any one of the participating Nestlé Omega Plus products as listed in paragraph 5 below (“Products”) worth a minimum of Ringgit Malaysia Twenty (RM20.00) (“Minimum Value”) in a single receipt (“Proof of Purchase”) within the Promotion Period from any Lotus’s stores or Lotus’s official online platforms (official website and mobile application). Write on the front of the original Proof of Purchase, your full name (as per MyKad), MyKad number and delivery address. e.g., <i>Aishah Binti Ahmad , 570831-08-5673, No 12 Jalan Satu Dua ,Taman Cinta Hati, 68000, Ampang, Selangor</i> (“Required Details “). Send a clear picture of the Proof of Purchase together with the Required Details via WhatsApp application to 013-6928572 (“Entry”). The Promotion participation method is via WhatsApp only. Each Receipt is ONLY eligible for one [1] entry submission via WhatsApp. The Organiser shall reserve the right to disqualify any WhatsApp entries with reprinted Receipt and/or duplicated Receipt and/or containing more than one [1] Receipt. The list of Participating Products are: <table border="1" data-bbox="491 1503 1410 1682"> <thead> <tr> <th>NO</th> <th>Participating Products</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>NESTLÉ Omega Plus Powder (600g, 1kg, 1.1kg)</td> </tr> <tr> <td>2</td> <td>NESTLÉ Omega Plus with Oats (10 x 42g)</td> </tr> </tbody> </table> The Organiser does not accept any alteration of Proof of Purchase in any form. Official receipt from in-store or online store from the participating outlets will be accepted as Proof of Purchase . Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase. Notwithstanding any of the above, the Organiser shall reserve the right to request for further evidence to verify the Entry including the original Proof of Purchase (hardcopy) and the identification documents for verification prior to the delivery of the prizes. Failure to produce any of the foregoing documents within the stipulated time frame will result in disqualification and forfeiture of the prizes. 	NO	Participating Products	1	NESTLÉ Omega Plus Powder (600g, 1kg, 1.1kg)	2	NESTLÉ Omega Plus with Oats (10 x 42g)
NO	Participating Products						
1	NESTLÉ Omega Plus Powder (600g, 1kg, 1.1kg)						
2	NESTLÉ Omega Plus with Oats (10 x 42g)						

7. Entry Deadline	All Entry(ies) must be received by the Organiser on or before 23:59:59 on 31 st May 2022. Any Entry received outside the Promotion Period shall be automatically disqualified.
8. Tier 1 - Redemption	<p>a. For each qualified Entry received, the Participant may only redeem one [1] 5-Day NESTLÉ Omega Plus Starter Kit worth RM30.</p> <p><u>For example:</u></p> <ul style="list-style-type: none"> - If Participant A purchases RM22.50 of Products in a single Receipt during the Promotion Period, he/she is entitled to redeem one [1] 5-Day NESTLÉ Omega Plus Starter Kit worth RM30 only. - If Participant B purchases RM129.50 of Products in a single Receipt during the Promotion Period, he/she is also entitled to redeem one [1] 5-Day NESTLÉ Omega Plus Starter Kit worth RM30 only. <p>b. The 5-Day NESTLÉ Omega Plus Starter Kit worth RM30 is consists of :</p> <ul style="list-style-type: none"> ▪ 1 x Nestle Omega Plus Milk UHT Dark Chocolate 200ml ▪ 4 x Nestle Omega Plus Milk with Oats Sachets ▪ 1 x Nestle Omega Plus Milk Powder 150g <p>c. The Redemption is limited to the first six thousand [6000] qualified Entries received throughout the Promotion Period and will be on a first come first serve basis.</p> <p>d. Throughout the Promotion Period, each Participant may redeem a maximum of one [1] 5-Day NESTLÉ Omega Plus Starter Kit worth RM30 only.</p> <p>e. In the event the Redemption is completely redeemed, the Organiser will update the status in the Promotion Website and/or notified participants via WhatsApp upon the submission of the Entries. All qualified Entries received thereafter will be eligible to participate in the Contest and will automatically be submitted for the Contest by the Organiser.</p> <p>f. All Redemption gift will be processed for delivery to the participants to the given delivery address submitted for the entry within six (6) to eight (8) weeks from the Promotion Period end date : 31st May 2022. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p>
9. Tier 2 – Contest	<p>a. All qualified Entries received for the Promotion to participate in the Redemption will automatically participate in the Contest to stand a chance to win prizes upon the Terms and Conditions per Clause 10 to Clause 11 below.</p> <p>b. During the winners’ selection process, the Organiser will allocate serial numbers according to the purchased amount of the Products as stated in the Receipt submitted. For every Ringgit Malaysia Twenty [RM20] worth of Products purchased, the Organiser will allocate one [1] serial number. Please refer to the Judging Details clauses below.</p> <p><u>For example:</u></p> <ul style="list-style-type: none"> - If Participant A purchases RM22.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate one [1] serial number. - If Participant B purchases RM129.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate six [6] serial numbers.

<p>10. Contest Prizes</p>	<p>i) Grand Prize 5 x Huawei GT2 Watch (Black Colour) + RM100 Touch'nGo eWallet Reload Pin</p> <p>ii) Consolation Prize 30 x Omron Blood Pressure Monitor (HEM 7120) + RM50 Touch'nGo eWallet Reload Pin</p> <p>Each participant is eligible to win a maximum of only One (1) Prize throughout the Promotion Period; 1 x Grand Prize or 1 x Consolation Prize .</p>
<p>11. Judging Details / Winner Selection</p>	<p>WINNER SELECTION AND SHORTLISTING METHOD:</p> <p>Grand Prize: 5 x Huawei GT2 Watch (Black Colour) + RM100 Touch'nGo eWallet Reload Pin</p> <p>There are five [5] x Huawei GT2 Watch (Black Colour) + RM100 Touch'nGo eWallet Reload Pin to be won throughout the Promotion Period.</p> <p>As part of the Grand Prize shortlisting winners' selection process , the Organiser will allocate a separate set of serial numbers for each Entry received and approved by the Organiser throughout the Promotion Period [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".</p> <p>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 the Total Qualified Entries received throughout the Promotion is 4880 , the Organiser will compute and select the shortlisted winners based on the following example:</p> <p>$4,880 \div 5 = \underline{976^*}$</p> <p>The Grand Prize shortlisted winner is the 976* serial number entry and subsequent serial numbers with the multiplication of 976. Example of the shortlisted winning serial numbers; 976, 1952*, 2928*, 3904* and 4880*.</p> <p>Total of 5 winners will be selected throughout the Promotion Period.</p> <p>The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.</p> <p>Consolation Prize: 30 x Omron Blood Pressure Monitor (HEM 7120) + RM50 Touch'nGo eWallet Reload Pin</p> <p>There are thirty [30] x Omron Blood Pressure Monitor (HEM 7120) + RM50 Touch'nGo eWallet Reload Pin to be won throughout the Promotion period.</p> <p>As part of the Consolation Prize shortlisting winners' selection process , the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout each Promotion Period [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".</p> <p>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"] and the subtraction of Grand Prize Winner's Entry/ies. Assuming the Total Qualified Entries received throughout the Promotion Period is 4880, the Organiser will compute and select the shortlisted winners based on the following example:</p> <p>Assuming Grand Prize winner's entries = *15 entries ; $4,880 - *15 = 4865 \div 30 = \underline{162.1^*}$</p>

	<p>The Consolation Prize shortlisted entry is the 162* serial number entry and subsequent serial numbers with the multiplication of 162. Example of the shortlisted winning serial numbers; 162*, 324*, 486*, 648*, 810*, 972*, 1134*, 1296*, 1458*, 1620*, 1782*, 1944* and so forth.</p> <p>Total of 30 winners will be selected throughout the Promotion Period.</p> <p>The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.</p> <p>Shortlisted entries selected based on the serial number selection method above will be informed or contacted via WhatsApp from the Promotion number 013-6928572 to answer a simple Promotion Question.</p> <p>Shortlisted entries must reply and provide the correct answer within two days from the Promotion Question Notification to be eligible to win the prize. Failing which will result in forfeiture of the prize. The Organiser will not be held liable in the event the shortlisted entries cannot be contacted for whatever reasons.</p> <p>The list of winners will also be announced on the Organiser’s website; https://www.dearnestle.com.my/nop-love-your-heart-2022</p>
<p>12. Prize Claim/Delivery Date</p>	<ol style="list-style-type: none"> 1. All prizes will be processed for delivery to the winners within six (6) to eight (8) weeks from the Promotion Period end date : 31st May 2022. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. 2. The prizes must be claimed within three (3) months from the date of the announcement or notice of the claim of the prize whichever is earlier failing which will result in disqualification and forfeiture of the Prizes. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited. 3. All Touch’N Go eWallet Reload Pin Prizes will be processed to be sent to winners via WhatsApp application within six (6) to eight (8) weeks from the Promotion Period end date : 31th May 2022. Touch’N Go eWallet Reload Pin usage is subject to Touch’N Go Terms & conditions; https://www.touchngo.com.my/policies/terms-conditions 4. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes due to any other unforeseen circumstances beyond the Organiser’s control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors. 5. The Organizer shall not be 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 cost.

This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.dearnestle.com.my/nop-love-your-heart-2022> 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:

- (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 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 Participant.

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.

6.7 Where a Participant is under the age of 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, 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 **NESTLÉ Omega Plus Love Your Heart** 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 “**NESTLÉ Omega Plus Love Your Heart**” , Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice