



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966).
2. <u>Contest:</u>	PERADUAN DEAR NESTLÉ DAFTAR & MENANG.
3. <u>Contest Period:</u>	The Contest starts at 00:00:00 on 26/10/2023 and closes at 23:59:59 on 20/12/2023.
4. <u>Eligibility:</u>	<p>a. The Contest is a Dear Nestlé new member recruitment program and is open to all legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Contest Period. Participants must register as a NEW Dear Nestlé member on the Contest Website during the Contest Period.</p> <p>b. The registration must be submitted on the Contest Website Registration Form at: https://nestlemalaysia.qualifioapp.com/quiz/1313367_2862/Peraduan-DeaNestle-DaftarDanMenang.html ("Contest Website Registration Form"). The Organiser shall reserve the right to request evidence of identification documents.</p> <p>c. The Contest is only eligible to NEW Dear Nestlé members that register on the Contest Website Registration Form at the URL above only.</p>
5. <u>Entry Method:</u>	<p><u>Entry submission via Contest Website:</u></p> <p>a. <u>NO PURCHASE</u> is required to participate in the Contest. To participate and stand a chance to win the prizes, you must first register as a NEW Dear Nestlé Member via the Contest Website Registration Form.</p> <p>b. Complete all mandatory details required as stated in the Contest Website Registration Form and click "Submit".</p> <p>c. Each Participant may only register once as a Dear Nestlé Member and each unique NEW Dear Nestlé Member that registers via the Contest Website Registration Form is ONLY eligible for one (1) Entry submission only. The Organiser shall reserve the right to disqualify any duplicated Entries received.</p>

	<p>d. The Organiser will extract all Entries received for further processing. Incomplete, invalid and/or duplicated Participants' personal details and/or existing Dear Nestlé Member will be disqualified.</p> <p>e. The Organiser shall reserve the right to request for evidence of identification documents. Failure to produce upon request will result in disqualification and prize forfeiture.</p>
6. <u>Entry Deadline:</u>	All Entries must be received by the Organiser within the Contest Period. All Entries received outside the Contest Period will be automatically disqualified.
7. <u>Monthly Prizes:</u>	<p>a. There are fifty (50) Monthly Prizes in the form of one (1) RM80 Touch 'n Go eWallet Reload PIN each month for two (2) consecutive months.</p> <p>b. There is a total of one hundred (100) Monthly Prizes to be won throughout the Contest Period.</p> <p>c. The pool of Entries is based on submission date and the two (2) monthly periods are as per below: Month 1: 26/10/2023 – 22/11/2023 Month 2: 23/11/2023 – 20/12/2023</p>
8. <u>Judging Details – Monthly Prizes:</u>	<p>a. As part of the Monthly Prize Finalists' selection process, the Organiser will allocate serial numbers for each Entry according to date and time received and approved by the Organiser to be a successful Entry each Month, throughout the Contest 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>b. Each Month the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ("Total Monthly Qualified Entries"). Assuming that the Total Monthly Qualified Entries for Month 1 is 1001, the Organiser will compute and select based on the following:</p> <p>i. Selection of fifty (50) Monthly Prize Finalists: $1001 \div 50 = 20.02$. Since dividing 1001 with 50 will result in a number with decimal value, the number 20.02 will be rounded down to 20. The following 50 Participants with Qualified Entries of the Month bearing the following serial numbers will be selected as the Finalists: 20*, 40*, 60*, 80, 100 and so forth (*computation example: 20, $20+20=40$, $40+20=60$).</p>
9. <u>Main Prizes:</u>	<p>a. There is a total of four (4) Main Prizes to be won at the end of the Contest Period. The Main Prizes are as per below:</p> <p>i. One (1) Grand Prize in the form of one (1) SAMSUNG Galaxy Z Fold 5.</p> <p>ii. Three (3) First Prizes in the form of one (1) SAMSUNG Tab S9 FE each.</p>

<p>10. Judging Details – Main Prizes:</p>	<p>a. As part of the Main Prize Finalists’ selection process, ALL Qualified Entries collected and processed by the Organiser during the Monthly Finalists’ selection process and throughout the entire Contest Period will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>b. At the end of the Contest Period, the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”). Assuming that the Total Qualified Entries received is 2001 the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of four (4) Main Prize Finalists: $2001 \div 4 = 500.25$. Since dividing 2001 with 4 will result in a number with decimal value, the number 500.25 will be rounded down to 500. The following 4 Participants with Qualified Entries bearing the following serial numbers will be selected: Grand Prize – 500*; First Prizes – 1000*, 1500* and 2000 (*computation example: 500, $500+500=1000$, $1000+500=1500$).</p>
<p>11. Additional Terms:</p>	<p>a. The Organiser’s service provider will contact all selected Finalists via WhatsApp through the Contest Official WhatsApp Number: 6018 388 3317 to the Finalists’ mobile number which was submitted 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 via WhatsApp for whatever reasons.</p> <p>b. Each participant may throughout the Contest Period win:</p> <p>i. one (1) Monthly Prize, and</p> <p>ii. one (1) Main Prize of the higher value only.</p> <p>c. Upon request, all Winners will need to provide their personal details to the Organiser for prize fulfilment.</p> <p>d. The Main Prizes will be delivered to the Winners from the Organiser within 6 – 8 weeks from the closing date of the Contest. The Organiser reserves the right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>e. The Organiser’s service provider will send the Monthly Prizes Touch ‘n Go eWallet Reload PIN codes to the Winners via WhatsApp from the Contest Official WhatsApp Number: 6018 388 3317 to the Winner’s mobile number which was submitted in the Qualified Entries within 6 to 8 weeks from the closing date of Contest.</p>

	<p>f. All Participants must abide by the terms and conditions of the vendors and parties arranging and providing the Prizes. The following are the terms and conditions of the Contest Prize vendors:</p> <p>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</p> <p>g. All unclaimed Prizes after the deadline set by the Organiser for prize collection will be forfeited. The Organiser reserves the right to substitute any prize for an alternative of equal or greater value.</p> <p>h. All Participants 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>i. Winners Announcement will be featured within 6 – 8 weeks from the closing date of the Contest on the Organiser's website at: https://www.dearnestle.com.my/Peraduan-DearNestle-DaftarDanMenang.</p>
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*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <https://www.dearnestle.com.my/Peraduan-DearNestle-DaftarDanMenang>, collectively "Terms and Conditions" and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Contest (hereinafter referred to as "Participants", "Participant", "You", "you", "your").*

B: Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Contest Period, make Prize substitutions, cancel, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).

- 1.3 The Organiser's decision on all matters relating to the Contest including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Contest Entries

- 2.1 By submitting an entry to the Contest, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Contest, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Contest shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

3. Eligibility

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Contest and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Contest including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

4. Ineligibility

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

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Contest and their immediate families (spouse, children, parents, siblings, and their spouses).

5. Disqualification

- 5.1 The following entries will be disqualified:
- (b) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or

- (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the Organiser reserves the right to disqualify any Participant that:
 - (a) undermines, has or attempted to undermine the operation of the Contest by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organiser when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

6. Prizes

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor and/or third party providing the Prizes.
 - (a) **Tickets to an Event:**

The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.
 - (b) **Travel/Holiday Prizes:**

If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.
- 6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.

- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of eighteen (18) years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

7. Publicity

The Organiser may use a Participant's entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Contest (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Contest of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

8. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

9. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Nestlé Malaysia Group"), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant's participation in the Contest, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

10. Limitation of Liability

- 10.1 The Participant's participation in the Contest shall be at the Participant's own risk.
- 10.2 The Organiser, Nestlé Malaysia Group, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Contest, as well as the redemption and/or utilisation of any Prize won.

11. General

- 11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Contest and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.
- 11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Contestal materials) in connection with this Contest, in particular that relates to the Prize, are the properties of their respective owners. This Contest and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies.
- 11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
- 11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.
- 11.5 Where the Terms and Conditions of the Contest is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 11.6 The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the Contest, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in https://www.nestle.com.my/info/privacy_notice.
- 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.