



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966).																				
2. <u>Promotion:</u>	PERADUAN NESTLÉ KITKAT MENANG BREAK RAYA.																				
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 07/03/2024 and closes at 23:59:59 on 02/05/2024.																				
4. <u>Eligibility:</u>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.																				
5. <u>Participating Products:</u>	<p>Listed below are the NESTLÉ KITKAT participating products (“Products”):</p> <table border="1"><thead><tr><th colspan="2">PARTICIPATING PRODUCTS</th></tr></thead><tbody><tr><td>KITKAT 2-Finger</td><td>KITKAT Salted Caramel Cookies 4-Finger</td></tr><tr><td>KITKAT 4-Finger</td><td>KITKAT Salted Caramel Cookies 2-Finger 5 packs</td></tr><tr><td>KITKAT 4-Finger 3 Multipack</td><td>KITKAT Green Tea 4-Finger</td></tr><tr><td>KITKAT 2-Finger 6 Multipack</td><td>KITKAT Green Tea 2-Finger 8 packs</td></tr><tr><td>* KITKAT 2-Finger 12 packs (Sharebag)</td><td>KITKAT Ketupat 4-Finger</td></tr><tr><td>KITKAT 2-Finger 24 packs Value Pack (Sharebag)</td><td>KITKAT Ketupat 4-Finger 3 packs</td></tr><tr><td>KITKAT CHUNKY Milk Chocolate</td><td>KITKAT Golden Dragon 2-Finger 8 packs</td></tr><tr><td>KITKAT CHUNKY Cookies & Cream</td><td>KITKAT Golden Dragon 4-Finger</td></tr><tr><td>KITKAT CHUNKY Raisin & Cookie</td><td>KITKAT Golden Dragon Gifting Tin</td></tr></tbody></table>	PARTICIPATING PRODUCTS		KITKAT 2-Finger	KITKAT Salted Caramel Cookies 4-Finger	KITKAT 4-Finger	KITKAT Salted Caramel Cookies 2-Finger 5 packs	KITKAT 4-Finger 3 Multipack	KITKAT Green Tea 4-Finger	KITKAT 2-Finger 6 Multipack	KITKAT Green Tea 2-Finger 8 packs	* KITKAT 2-Finger 12 packs (Sharebag)	KITKAT Ketupat 4-Finger	KITKAT 2-Finger 24 packs Value Pack (Sharebag)	KITKAT Ketupat 4-Finger 3 packs	KITKAT CHUNKY Milk Chocolate	KITKAT Golden Dragon 2-Finger 8 packs	KITKAT CHUNKY Cookies & Cream	KITKAT Golden Dragon 4-Finger	KITKAT CHUNKY Raisin & Cookie	KITKAT Golden Dragon Gifting Tin
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	KITKAT CHUNKY Milk Chocolate 3 packs	KITKAT Mini 8 pieces
	KITKAT Bar Milk Chocolate	KITKAT Mini with Multipurpose Bag
	KITKAT Bar Dark Chocolate	KITKAT Cele-break
	KITKAT Bar Dark Orange	KITKAT Bites
	KITKAT Bar Dark Mint	

**For every purchase of one (1) KITKAT 2-Finger 12 packs Sharebag (“KITKAT 12 packs Sharebag”), you will be eligible for an additional one (1) serial number. KITKAT 12 packs Sharebag is available at selected outlets only.*

6. Participation Method & Proof of Purchase:

- 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 and/or order screenshot from any online platform (“Invoice”) during the Promotion Period.
- b. Instore Outlets Receipt:
 - i. The Receipt can come in the form of printed receipts from point-of-sale systems and/or hand-written receipts for instore outlet purchases. The Receipt must bear the name and/or logo of the outlet at which the purchase was made. If this is not available, the Receipt needs to be stamped with the official company’s stamp of the outlet at which the purchase is made.
 - ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount, Receipt number and name and/or logo of the outlet (“Receipt Details”).
- c. Online Merchants Invoice:
 - i. The Invoice can be in the form of a screenshot of invoice and/or order for online purchases from any online merchants. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made. For online purchases with promotion codes and/or rebates and/or discount vouchers and/or shipping vouchers and/or any other discounts, the final paid amount of the Products must be the Minimum Purchase amount and above to be qualified.
 - ii. The Invoice must also bear the date of purchase, Products purchased, purchase amount, order and/or invoice number, and name and/or logo of the online merchant (“Invoice Details”).
- d. For Participants with purchases from any two (2) exclusive outlets, instore and/or online store listed below (“Exclusive Outlets”), during the Promotion Period will also stand a chance to win additional prizes. Please refer to clause 14.

EXCLUSIVE OUTLETS	
i	LOTUS'S
ii	ECONSAVE

- e. During the finalist's selection process, the Organiser will allocate serial numbers according to the purchase amount as stated in the Proof of Purchase submitted up to a maximum of ten (10) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Proof of Purchase has been allocated.
- i. For every Ringgit Malaysia Eight (RM8) of Products, the Organiser will allocate one (1) serial number.
 - ii. For every Ringgit Malaysia Eight (RM8) of KITKAT 12 packs Sharebag, the Organiser will allocate an additional one (1) serial number.
 - iii. For example, if you purchase in a single Proof of Purchase during the Promotion Period:
 - RM10 of Products, the Organiser will allocate 1 serial number.
 - RM10 of Products and RM10 of KITKAT 12 packs Sharebag totalling to RM20, the Organiser will allocate 2 serial numbers and 1 additional serial number, totalling to 3 serial numbers.
 - RM10 of Products and RM20 of KITKAT 12 packs Sharebag totalling to RM30, the Organiser will allocate 3 serial numbers and 2 additional serial numbers, totalling to 5 serial numbers.
 - RM125 of Products and KITKAT 12 packs Sharebags, the Organiser will allocate a maximum of 10 serial numbers.
- f. The Promotion participation method is via Promotion Website only. Participants may submit as many entries as they want but each unique Receipt and/or Invoice (collectively "Proof of Purchase") is **ONLY eligible for one (1) entry submission**.
- g. The Organiser shall reserve the right to disqualify any Proof of Purchase 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 Proof of Purchase if the Organiser suspects that a Participant submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.
- h. Entries submission via Promotion Website:
- i. Visit the Promotion Website at: www.dearnestle.com.my/kitkat-roya-contest-2024 or scan the QR code shown on the communication materials at the participating Outlets and complete the Web Form.
 - 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.
 - iii. Snap one (1) clear and legible picture/image in jpg or jpeg or png format ("Image") of the Proof of Purchase with the required details.

	<ul style="list-style-type: none"> iv. One (1) Image must contain a picture of one (1) Proof of Purchase and the Image file size must be less than 5MB. v. Upload the Image on the Web Form and click 'submit' ("Entry"). vi. The Organiser will send an auto-reply acknowledgment message for each Entry received. <ul style="list-style-type: none"> i. 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 Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Proof of Purchase Images. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants. j. The Organiser shall reserve the right to request for evidence of the original hardcopy Proof of Purchase for verification and prize redemption. Failure to produce the original hardcopy Proof of Purchase upon request will result in disqualification and forfeiture.
<p>7. <u>Entry Deadline:</u></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 02/05/2024. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>8. <u>Daily Prizes:</u></p>	<ul style="list-style-type: none"> a. There is a total of four (4) Daily Prizes in the form of one (1) RM50 Duit Raya cash each to be won for each day for fifty-seven (57) consecutive days. b. There is a total of two hundred and twenty eighty (228) Daily Prizes to be won at the end of the Promotion Period.
<p>9. <u>Judging Details – Daily Prizes:</u></p>	<ul style="list-style-type: none"> a. As part of the Daily Prize finalists' selection process, the Organiser will tabulate the Entries received and allocate a serial number[s], for each Entry received and approved by the Organiser to be a successful entry each day, according to the Products purchased as stated in the Proof of Purchase 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 day the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ["Total Daily Qualified Entries"]. Assuming that the Total Daily Qualified Entries for the day is 81, the Organiser will compute and select based on the following: <ul style="list-style-type: none"> i. Selection of four [4] Daily Prize Finalists: $81 \div 4 = 20.25$. Since dividing 81 with 4 will result in a number with decimal value, the number 20.25 will be rounded down to 20. The following 4 Participants with Qualified Entries bearing the following serial numbers will be selected: 20*, 40*, 60* and 80 [*computation examples: 20, $20+20=40$, $40+20=60$].
<p>10. <u>Weekly Prizes:</u></p>	<ul style="list-style-type: none"> a. There are five (5) Weekly Prizes in the form of one (1) RM500 Duit Raya cash each to be won for each week for eight (8) consecutive weeks.

	<p>b. There are a total of forty (40) Weekly Prizes to be won at the end of the Promotion Period.</p> <p>c. The pool of Entries is based on submission date and the eight (8) weekly periods are as per below:</p> <p>Week 1: 07/03/2024 – 13/03/2024 Week 2: 14/03/2024 – 20/03/2024 Week 3: 21/03/2024 – 27/03/2024 Week 4: 28/03/2024 – 03/04/2024 Week 5: 04/04/2024 – 10/04/2024 Week 6: 11/04/2024 – 17/04/2024 Week 7: 18/04/2024 – 24/04/2024 Week 8: 25/04/2024 – 02/05/2024</p>
<p>11. <u>Judging Details – Weekly Prizes:</u></p>	<p>a. As part of the Weekly Prize finalist’s selection process, the Organiser will tabulate and allocate a serial number[s], for each Entry received and approved by the Organiser to be a successful Entry each week, according to the Products purchased as stated in the Proof of Purchase 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”.</p> <p>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 1503, the Organiser will compute and select based on the following:</p> <p>i. Selection of five (5) Weekly Prize Finalists: $1503 \div 5 = 300.60$. Since dividing 1503 with 5 will result in a number with decimal value, the number 300.60 will be rounded down to 300. The following 5 Participants with Qualified Entries of the week bearing the following serial numbers will be selected: 300*, 600*, 900*, 1200 and 1500. (*computation examples: 300, $300+300=600$, $600+300=900$).</p>
<p>12. <u>Monthly Prizes:</u></p>	<p>a. There is one (1) Monthly Grand Prize in the form of one (1) “BREAK RAYA” Holiday Packages for 2 persons worth RM25,000 each, to be won every month for two (2) consecutive months.</p> <p>b. Winners have the option to choose their Monthly Grand Prize “BREAK RAYA” Holiday Package from the provided list below:</p> <p>i. Visit to Mount Fuji in Tokyo, Japan, ii. The experience of wearing hanbok in Seoul, South Korea, iii. Perform Umrah in Makkah, Saudi Arabia or iv. Take a hot air balloon ride in Cappadocia, Turkey.</p> <p>c. The Monthly Grand Prize “BREAK RAYA” Holiday Packages are inclusive of:</p> <p>i. Economy class airfares (ex-Kuala Lumpur), twin-sharing accommodation, airport transfers and ground transport for two (2) persons. For more information and proposed travel itinerary of the Monthly Grand Prize “BREAK RAYA” Holiday Packages please visit: www.dearnestle.com.my/kitkat-raya-contest-2024.</p> <p>ii. The travel itineraries provided are proposed travel itinerary and are subject to change and may be adjusted or modified. Winners are required to adhere to the terms and conditions set by the party(ies) and vendor(s) responsible for</p>

	<p>arranging and/or providing for the Monthly Grand Prize “BREAK RAYA” Holiday Package.</p> <p>d. There are a total of two (2) Monthly Grand Prizes to be throughout the Promotion Period.</p> <p>e. The pool of Entries is based on submission date and the two (2) monthly periods are as per below: Month 1: 07/03/2024 – 03/04/2024 Month 2: 04/04/2024 – 02/05/2024</p>												
<p>13. <u>Judging Details – Monthly Prizes:</u></p>	<p>a. As part of the Monthly Grand Prize Finalist selection process, the Organiser will allocate a serial number(s) for each Entry received and approved by the Organiser to be a successful Entry each month, throughout the Promotion Period according to the Proof of Purchase 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”.</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 the month is 50001, the Organiser will compute and select based on the following:</p> <p>i. Selection of one (1) Monthly Grand Prize Finalist: $50001 \div 2 = 25000.50$. Since dividing 50001 with 2 will result in a number with decimal value, the number 25000.50 will be rounded down to 25000. The Participant with Qualified Entry of the month bearing the serial number 25000 will be selected.</p>												
<p>14. <u>Exclusive Outlets Promotion:</u></p>	<p>a. All Participants with purchases from any two (2) Exclusive Outlets during the Promotion Period will be eligible to win one (1) <u>additional Weekly Prize</u>.</p> <p>b. The additional Weekly Prize for two (2) Exclusive Outlets are in the form of one (1) Klook E-Gift Card worth RM100 each. Please refer below for the quantity of additional Weekly Prizes to be won throughout the Promotion Period:</p> <table border="1" data-bbox="432 1480 1426 1832"> <thead> <tr> <th colspan="2">EXCLUSIVE OUTLETS</th> <th>ADDITIONAL WEEKLY PRIZES</th> <th>TOTAL ADDITIONAL WEEKLY PRIZES</th> </tr> </thead> <tbody> <tr> <td>i</td> <td>LOTUS'S</td> <td>Twelve (12) Weekly Prizes X 8 weeks.</td> <td>Ninety six (96) Weekly Prizes.</td> </tr> <tr> <td>ii</td> <td>ECONSAVE</td> <td>Seven (7) Weekly Prizes X 8 weeks.</td> <td>Fifty six (56) Weekly Prizes.</td> </tr> </tbody> </table> <p>c. The Organiser will allocate a serial number[s] 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</p>	EXCLUSIVE OUTLETS		ADDITIONAL WEEKLY PRIZES	TOTAL ADDITIONAL WEEKLY PRIZES	i	LOTUS'S	Twelve (12) Weekly Prizes X 8 weeks.	Ninety six (96) Weekly Prizes.	ii	ECONSAVE	Seven (7) Weekly Prizes X 8 weeks.	Fifty six (56) Weekly Prizes.
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	<p>collectively the “Qualified Entries”). A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>d. Assuming the Total LOTUS’S Qualified Entries received for the week is 241 the Organiser will compute and select the finalists based on the following:</p> <p>i. Weekly selection of twelve (12) LOTUS’S Weekly Prize Finalists: $241 \div 12 = 20.08$. Since dividing 241 with 12 will result in a number with decimal value, the number 20.08 will be rounded down to <u>20</u>. The following 12 Participants with LOTUS’S Qualified Entries of the week bearing the following serial numbers will be selected: 20*, 40*, 60*, 80, 100 and so forth (*computation example: <u>20</u>, $20+20=40$, $40+20=60$).</p> <p>e. Assuming the Total ECONSAVE Qualified Entries received for the week is 211 the Organiser will compute and select the finalists based on the following:</p> <p>i. Weekly selection of seven (7) ECONSAVE Weekly Prize Finalists: $211 \div 7 = 30.14$. Since dividing 211 with 7 will result in a number with decimal value, the number 30.14 will be rounded down to <u>30</u>. The following 7 Participants with ECONSAVE Qualified Entries of the week bearing the following serial numbers will be selected: 30*, 60*, 90*, 120, 150 and so forth (*computation example: <u>30</u>, $30+30=60$, $60+30=90$).</p>
<p>15. <u>Additional Terms:</u></p>	<p>a. The Organiser will contact all selected finalists via WhatsApp from 6018 322 1233 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.</p> <p>b. Each participant may throughout the Promotion Period wins:</p> <p>i. One (1) Daily Prize, ii. One (1) Weekly Prize, iii. One (1) Monthly Grand Prize, and iv. One (1) Weekly Prize from each of the two (2) Exclusive Outlets.</p> <p>c. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment.</p> <p>d. All Weekly Prizes Duit Raya cash Winners will receive a cheque payable to their name via courier within six (6) – eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners.</p> <p>e. All Monthly Grand Prize Winners will be contacted by the appointed vendors for Prizes redemption within six (6) – eight (8) weeks from the closing date of the Promotion. All Monthly Grand Prize Winners may have to attend the Prize Giving Ceremony, if any. The Organiser will update the Grand Prize Winners on the details</p>

of the Prize Giving Ceremony. Any other additional and/or miscellaneous fees, costs and/or expenses to be incurred in connection with utilising and/or maintaining the Prize shall be fully borne by and the sole responsibility of the Monthly Grand Prize Winners.

- f. All Exclusive Outlets Weekly Prizes, Klook E-Gift Card Winners are required to adhere to the terms and conditions set by the party(ies) and vendor(s) responsible for arranging and/or providing for the E-Gift pin codes. Usage of the Klook E-Gift Card is subject to KLOOK Terms & Conditions available at: <https://www.klook.com/en-MY/klook-gift-card/>.
- g. The Organiser will not be held liable and responsible if any of Prizes cannot be delivered or deployed to the winners due to any change or difference in the delivery address and/or mobile contact number submitted by the winners to the Organizer during Entry submission.
- h. 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 as per stated in the WhatsApp message for prize collection will be forfeited.
- i. Winners Result Ad will be available at: www.dearnestle.com.my/kitkat-aya-contest-2024 within six (6) – eight (8) weeks from the closing date of the Promotion.
- j. 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.
- k. 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.
- l. 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 and Privacy Notice** available at: www.dearnestle.com.my/kitkat-aya-contest-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.