



Aeon CNY 2024 Contest
TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organizer:	Nestlé Products Sdn. Bhd. [197901000966].
Contest:	Aeon CNY 2024 Contest
Participating Product	NESTLÉ products (<i>EXCEPT FOR</i> NESCAFÉ Dolce Gusto; NESCAFÉ Gold Barista; LACTOGEN 1 & 2; NAN 1 & 2; NAN HA 1 & 2; PURINA Petcare; Nestlé Professional; Nestlé Health Science, Dolce Gusto, and STARBUCKS) (“ Products ”)
Contest Period:	The Contest starts at 00:00:00 on 26 th December 2023 and closes at 23:59:59 on 8 th February 2024.
Eligibility:	The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period, and with a valid identification document and residential address in Malaysia.
Entry Method:	<p>Online form Submission</p> <p>To participate in the Contest, purchase participating NESTLÉ products worth a minimum of Ringgit Malaysia Twenty-Eight (RM28.00) (“Minimum Value”) in a single receipt at any AEON OR AEON MAXVALU nationwide outlet or online store at https://myaeon2go.com/ (“Proof of Purchase”) issued within the Contest Period, (in-store or online).</p> <ol style="list-style-type: none"> 1. Take a clear photo of the Proof of Purchase, fill up all the data fields in the contest entries form at (LINK) and upload the picture of Proof of Purchase and submit. 2. For a Minimum Value of Ringgit Malaysia Twenty-Eight (RM28.00) in a single Proof of Purchase shall constitute as (1) one entry (“Entry”); which one (1) serial number will be given automatically but limited to maximum ten (10) serial numbers per one (1) Proof of Purchase. Any excess amount will be forfeited. 3. For example: <ol style="list-style-type: none"> a) For Proof of Purchase with RM56.00 of participating NESTLÉ products, two (2) serial numbers will be given. b) For Proof of Purchase with RM112.00 of participating NESTLÉ products, four (4) serial numbers will be given. c) For Proof of Purchase with RM280.00 of participating NESTLÉ products, ten (10) serial numbers will be given. d) For Proof of Purchase with RM1,000.00 of participating NESTLÉ products, ten (10) serial numbers will be given.

Entry Deadline:	All Entry(ies) must be received by the Organizer on or before 23:59:59 on 8 th February 2024. Any Entry(ies) received beyond the Contest Period shall be automatically disqualified.
Entry Verification and Allocation of Serial Number	<p>All Entries received will be verified based on the following:</p> <ol style="list-style-type: none"> 1. Clear snapshot of the receipt(s) indicating the NESTLÉ Products(s), receipt number, date, purchase value, outlet name and outlet location; 2. No alteration of receipt in any form; store name, item(s) purchased, prices and transaction date; 3. Validity of the purchase date; 4. All required details and purchase requirement fulfilled; 5. For online Purchase, only tax invoice receipt clearly indicating the order Number, invoice number, purchased Goods and amount paid are accepted. 6. Handwritten receipt, Purchase Order, Order Details and/or Delivery Note will NOT be accepted as Proof of Purchase for the Contest 7. Entries that have been verified will each be a “Qualified Entry” and collectively the “Qualified Entries”.
Prizes and Shortlisting of Winners	<p><u>Prizes</u></p> <p>A total of 10 Hilton KL or DoubleTree by Hilton F&B vouchers worth RM2,000 each are to be won throughout the contest period..</p> <p>The list of winners will also be announced on the Organizer’s website; https://www.dearnestle.com.my/aeon-cny-2024-contest</p> <p>Each participant is eligible to win a maximum of one (1) prize only throughout the Contest Period and Participating Outlet.</p> <p>WINNER SELECTION AND SHORTLISTING METHOD:</p> <p>Total Qualified Entries received for the contest period will be divided by the total number of prize to derive the winning serial number.</p> <p>As part of the shortlisting winner selection process , the Organiser will allocate serial numbers for each Entry received and approved by the Organiser 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>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 Contest period is 21888, the Organiser will compute and select the shortlisted winners based on the following example: $21888 \div 10 \text{ prizes} = \underline{\underline{2188.8^*}}$</p> <p>The shortlisted winner is the 2188* serial number entry and subsequent serial numbers with the multiplication of 2188. Example of the shortlisted winning serial numbers; 2188*, 4376*, 6564*, 8752*, 10940*, 13128*, 15316*, 17504*, 19692* and 21880*</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>All shortlisted Qualified Weekly Prize Entries will be contacted via WhatsApp from the contest number 018-9898290 to answer a simple Contest Question.</p> <p>Shortlisted Qualified Entries must reply and provide the correct answer within the stipulated time frame (48 hours from the time the Organiser sends out the contest question via Whatsapp) to be eligible to win the Prize. Failing which will result in forfeiture of the Prize and the next shortlisted Entry shall be selected as replacement. The Organizer will not be held liable in the event the shortlisted entries cannot be contacted for whatever reasons.</p>
Prize Claim/ Delivery Date	<ol style="list-style-type: none"> 1. All Prizes will be processed for fulfilment to the winners within six (6) to eight (8) weeks from the Contest Period end date: 8th February 2024. The Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer. 2. All communication with Shortlisted winners will be via WhatsApp or phone call from 018-9898290 to the winners' WhatsApp number submitted to the Organizer during Contest entry submission. 3. The organizer shall initiate contact with the recipient of the award through WhatsApp at 018-9898290 for the purpose of obtaining the delivery address. Designated winners will be granted the option to select a dining voucher for either Hilton KL, DoubleTree Johor Bahru, or DoubleTree Penang. It is crucial to recognize that the utilization of the F&B Voucher is contingent upon rigorous adherence to the Terms & Conditions delineated by Hilton Kuala Lumpur, DoubleTree Johor Bahru, or DoubleTree Penang, as explicitly articulated on the voucher.; <ol style="list-style-type: none"> a) Dining Voucher will be issued under the winner's Name. b) F&B Cash vouchers applicable in all F&B outlets in Hilton Kuala Lumpur. c) Vouchers are non-transferable* and cannot be redeemed in cash. d) Dining Voucher will be issued as one unit with amount of RM2,00. No refund is due if full value is not used. e) Valid in conjunction with any other promotion f) This voucher is the property of the hotel, you can only utilize in Hilton Kuala Lumpur g) Advance reservation is required, subject to Hilton Kuala Lumpur availability. h) Kindly present this voucher upon dining i) Vouchers cannot be extended under any circumstance. j) Valid for 6 Month from the present date (effective from 24 February 2024 until 24 August 2024) <p>* Please note that all vouchers issued shall be endorsed with the full name provided by the winner.</p> <ol style="list-style-type: none"> 4. 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 Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer. 5. The Organizer shall not be responsible and disclaim any and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes 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.

6. The Organizer shall further not be responsible or liable for any loss or damage that may occur to the Prizes during the delivery process. Any other additional costs (i.e., travel expenses, transportation cost, duties, and taxes) and/or other incidental expenses incurred or required to be incurred to accept, redeem and/or collect the Prizes shall be fully borne by the winners.
7. The Organizer shall not be held responsible should a winner fail to comply with the terms and requirements for the Prizes fulfilment.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.dearnestle.com.my/aeon-cny-2024-contest> 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”).*

By participating in the Contest, you have read and agreed to the **Terms and Conditions** and the processing of your Personal Data in the Privacy Notice.

Consumer Services Contact No.: 1800 88 3433.

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.
- 1.2 The Organizer 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 Organizer’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.
- 2.4 Proof of submission of an entry is not proof of receipt, and the Organizer shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organizer 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 Organizer), from their parents/legal guardians before participating in the Contest and submitting any personal information.
- 3.2 The Organizer 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 Organizer and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organizer'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 Organizer 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 Organizer when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organizer 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 Organizer, 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 Organizer 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 Organizer.
- 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 Organizer, its agent, sponsor or third party providing the Prizes.
 - (a) **Tickets to an Event:**
The Organizer 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 Organizer, 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 Organizer 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 Organizer 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 Organizer 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 Organizer, 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 Organizer.

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 Organizer. The Organizer 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 Organizer, 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 Organizer, 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 utilization of any Prize won.

11. General

11.1 The Organizer, 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 contextual materials) in connection with this Contest, that relates to the Prize, are the properties of their respective owners. This Contest and the Organizer are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organizer’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 Organizer 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 Organizer.

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 “Aeon CNY 2024 Contest” Contest, the Participant agrees to the processing of the Participant’s Personal Data by the Organizer in accordance with the Privacy Notice in www.nestle.com.my/info/privacy_notice.

12.2 Dengan menyertai Peraduan Aeon CNY 2024, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di www.nestle.com.my/info/privay_notice

