



Peraduan Nestle Beli & menang di Kedai Mesra Petronas

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Promotion	Peraduan Nestle Beli & menang di Kedai Mesra Petronas
Promotion Period	The Promotion starts at 00:00:00 on 1st November 2023 and closes at 23:59:59 on 31st December 2023 .
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.
Entry Method	<p><u>Online form Submission</u> Participants are required to submit their entries via web form at https://www.dearnestle.com.my/beli-dan-menang-di-mesra-petronas</p> <ol style="list-style-type: none">To participate in the Promotion, purchase a minimum of Ringgit Malaysia eight (RM8.00) ("Minimum Value") of any Nestlé participating products ("Participating Products") in a single receipt ("Proof of Purchase") within the Promotion Period from any Kedai Mesra Petronas outlets (instore only) ("Participating Outlets").Take a clear photo of the Proof of Purchase, fill up all the data fields in the web form at https://www.dearnestle.com.my/beli-dan-menang-di-mesra-petronas and upload the picture of Proof of Purchase and submit ("Entry"). E.g. data fields:<ol style="list-style-type: none">Name as MyKadMyKad NumberContact number (WhatsApp Enable)Email AddressUpload ReceiptMultiple Entries submitted by the same participant with different Proof of Purchase during the Promotion Period is allowed with new web form submission in accordance with this terms and conditions.Each Entry with a Proof of Purchase with minimum value of Ringgit Malaysia Eight (RM8.00) ("Minimum Value") shall constitute as (1) one qualified Entry and one serial number will be allocated automatically for each qualified Entry received.Qualified Entries where the purchases exceed the Minimum Value in a single Proof of Purchase will be automatically allocated additional running serial numbers based on every subsequent Minimum Value fulfilled. <p>Example:</p> <ol style="list-style-type: none">For Proof of Purchase of RM16.00, a total of two (2) serial numbers will be allocated.For Proof of Purchase of RM32.00 a total of four (4) serial numbers will be given.

	<p>8. The Organiser does not accept any Proof of Purchase that has been tampered with/alterd in any way. Handwritten receipt, purchase order and/or delivery note will not be accepted as Proof of Purchase.</p> <p>9. Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners, as the case may be, the Organiser shall reserve the right to request for further evidence 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.</p>
<p>Entry Deadline</p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 31st December 2023. Any Entry received outside the Promotion Period shall be automatically disqualified.</p>
<p>Judging details</p>	<p><u>Entries will be verified based on the following:</u></p> <ol style="list-style-type: none"> 1. All required personal details have been provided (<u>Full Name, MyKad Number & contact number</u>); 2. A clear picture of the Proof of Purchase indicating the Participating Product(s), receipt number, date of purchase within the Promotion Period, purchase value and outlet name have been provided; 3. No alteration or duplication in any form made to the Proof of Purchase; 4. Handwritten receipt, Purchase orders and delivery notes will not be accepted as Proof of Purchase. <p>WINNER SELECTION AND SHORTLISTING METHOD:</p> <p>A. Grand Prize: 9 x PETRONAS Gift Card worth RM2,600/each</p> <p>There is nine [9] x PETRONAS Gift Card worth RM2,600 to be won throughout the Promotion Period.</p> <p>As part of the Grand Prize winners shortlisting process, the Organiser will allocate a serial number 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 period is 2550, the Organiser will compute and select the shortlisted winner based on the following example:</p> $2550 \div 9 = 283.33^* = 283$ <p>The Grand Prize shortlisted winning entry in this scenario is the 283* serial number entry and subsequent serial number with the multiplication of 283. Example of winning serial numbers 283,566,849,1132,1415 and so forth (up to 9 serial number) will be selected as the shortlisted Grand Prize winners.</p> <p>A total of <u>9 winners</u> will be selected throughout the Promotion Period.</p>

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

B. Second Prize: 9 x PETRONAS Gift Card worth RM1,300/each

There are nine [9] x **PETRONAS Gift Card worth RM1,300** to be won throughout the Promotion Period.

As part of the Second Prize winners shortlisting process, the Organiser will allocate a serial number for each Entry received during **Promotion Period** and approved by the Organiser [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”.

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”]. Example, Total Qualified Entries received throughout the Promotion Period – Grand Prize winners’ entries, assuming Grand Prize winners’ winning entries is 9, the Organiser will compute and select the shortlisted winners based on the following example:

$$(2550 - 9) \div 9 = \underline{282.33^*} = 282$$

The Second Prize shortlisted winning entry in this scenario is the 282* serial number entry and subsequent serial number with the multiplication of 282. Example of winning serial numbers 282,564,846,1128,1410 and so forth (up to 9 serial number) will be selected as the shortlisted Second Prize winners.

A total of **9 winners** will be selected throughout the Promotion Period.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

C. Consolation Prize: 9 x PETRONAS Gift Card worth RM650/each

There are nine [9] x **PETRONAS Gift Card worth RM650/each** to be won throughout the Promotion Period.

As part of the Consolation Prize winners shortlisting process, the Organiser will allocate a serial number 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”.

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 period is 2550, and Grand Prize Winners’ entries is 9, Second Prize winners’ entries is 9, the Organiser will compute and select the shortlisted winners based on the following example:

$$2550 - (9+9) \div 9 = \underline{281.33^*} = 281$$

	<p>The Consolation Prize shortlisted winning entry in this scenario is the 281* serial number entry and subsequent serial number with the multiplication of 281. Example of winning serial numbers 281,562,843,1124,1405 and so forth (up to 9 serial number) will be selected as the shortlisted Consolation Prize winners.</p> <p>A total of 9 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>The list of winners will also be announced on the Organiser’s website; https://www.dearnestle.com.my/beli-dan-menang-di-mesra-petronas</p> <p>Each participant is eligible to win a maximum of one (1) prize only throughout the Promotion Period.</p> <p>Shortlisted Entries Once an Entry is verified, shortlisted entries selected based on the serial number selection method will be informed or contacted via WhatsApp from the contest number 019-4083899 to answer a simple Promotion Question.</p> <p>Shortlisted winners must reply and provide the correct answer via WhatsApp to the promotion number 019-4083899 within the stipulated time frame to be eligible to win the prize. Failing which will result in forfeiture of the prize and the next shortlisted winner shall be selected as replacement. The Organiser will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons.</p> <p>Upon receipt of the correct answer from the shortlisted winners (“Qualified Winners”), the Qualified Winners will be contacted via WhatsApp from number 019-4083899 to notify them of their correct answer and to check for winner’s announcement at Dear Nestle Website. The Organiser will not be held liable in the event the Qualified Winners cannot be contacted for whatever reasons.</p>
<p>Prizes</p>	<p>Prizes A total of 27 winning entries will be selected throughout the Promotion Period.</p> <p>Grand Prize 9 x PETRONAS Gift Card worth RM2,600/each (Total 9 winner throughout Promotion Period)</p> <p>Second Prize 9 x PETRONAS Gift Card worth RM1,300/each (Total 9 winners throughout Promotion Period)</p> <p>Consolation Prize 9 x PETRONAS Gift Card worth RM650/each (Total 9 winners throughout Promotion Period)</p> <p>The usage of Petronas Gift Card is subject to Petronas Gift Card Terms & conditions.</p>

	<p>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.</p> <p>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.</p> <p>The Organiser reserves its right at its absolute discretion to substitute any of the prize won with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.</p>
<p>Prize Claim/Delivery Date</p>	<ol style="list-style-type: none"> 1. All Prizes will be processed for delivery/collection to the winners within six (6) to eight (8) weeks from the Promotion Period end date: 31st December 2023. The Organiser reserves the right 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 right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, 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.
- 2.4 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 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 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 **Peraduan Nestle Beli & menang di Kedai Mesra Petronas** 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 Nestle Beli & menang di Kedai Mesra Petronas** Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di www.nestle.com.my/info/privacy_notice.