

**PERADUAN WHATSAPP & MENANG BLISS®
TERMS AND CONDITIONS**

A: Schedule to Conditions of Entry

Organiser	Lactalis Trading Malaysia Sdn Bhd (1295542-V) 25, Jalan Tandang, 46050 Petaling Jaya, Selangor																																																						
Promotion	PERADUAN WHATSAPP & MENANG BLISS®																																																						
Promotion Period	The Promotion starts at 00:00:00 on 13 th May 2019 and closes at 23:59:59 on 16 th June 2019. All entries received outside the Promotion Period will be automatically disqualified.																																																						
Eligibility	<p>The Promotion is open to all Malaysian citizens and permanent residents in Malaysia of aged 18 years and above with valid identification (MyKad or MyPR) as at the start of the Promotion Period [each a “Participant” and collectively, the “Participants”]. The Organiser reserves the right to request for identification document as proof and for purposes of verifying the identity of a Participant</p> <p>The following groups of persons shall not be eligible to participate in the Promotion:</p> <p>(a) Employees of the Organiser and its related companies and their immediate family members (spouse, children, parents, siblings, and their spouses);</p> <p>(b) Employees of the Organiser’s agents and contractors associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).</p>																																																						
Entry/Submission Method	<p>1. To participate in the Promotion, Participants must spend a minimum of Ringgit Malaysia Five (RM 5.00) for the purchase of any of the following participating BLISS Yogurt Drink or Natural Yogurt (“Participating Products”) in a <u>single receipt</u> (“Proof of Purchase”) during the Promotion Period:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #0070C0; color: white;"> <th>No</th> <th>SKU</th> <th>Size</th> </tr> </thead> <tbody> <tr><td>1</td><td>Nestlé BLISS® Low Fat Yogurt Drink Kiwi</td><td>700g</td></tr> <tr><td>2</td><td>Nestlé BLISS® Low Fat Yogurt Drink Tropical Fruit</td><td>700g</td></tr> <tr><td>3</td><td>Nestlé BLISS® Low Fat Yogurt Drink Mango</td><td>700g</td></tr> <tr><td>4</td><td>Nestlé BLISS® Low Fat Yogurt Drink Strawberry</td><td>700g</td></tr> <tr><td>5</td><td>Nestlé BLISS® Low Fat Yogurt Drink Apple Kiwi</td><td>700g</td></tr> <tr><td>6</td><td>Nestlé BLISS® Low Fat Yogurt Drink Peach Mango</td><td>700g</td></tr> <tr><td>7</td><td>Nestlé BLISS® Low Fat Yogurt Drink Blackcurrant</td><td>700g</td></tr> <tr><td>8</td><td>Nestlé BLISS® Low Fat Yogurt Drink Mixed Berries</td><td>700g</td></tr> <tr><td>9</td><td>Nestlé BLISS Plus Yogurt Drink Apple Passion Fruit & Lemon</td><td>700g</td></tr> <tr><td>10</td><td>Nestlé BLISS Plus Yogurt Drink Apple Cranberry & Pomegranate</td><td>700g</td></tr> <tr><td>11</td><td>Nestlé BLISS Le Kurma Gula Melaka</td><td>700g</td></tr> <tr><td>12</td><td>Nestlé BLISS® Low Fat Yogurt Drink Strawberry</td><td>200g</td></tr> <tr><td>13</td><td>Nestlé BLISS® Low Fat Yogurt Drink Tropical Fruit</td><td>200g</td></tr> <tr><td>14</td><td>Nestlé BLISS® Low Fat Yogurt Drink Mango</td><td>200g</td></tr> <tr><td>15</td><td>Nestlé BLISS® Low Fat Yogurt Drink Mixed Berries</td><td>200g</td></tr> <tr><td>16</td><td>Nestlé Natural Set Yogurt Asli</td><td>1.4kg</td></tr> <tr><td>17</td><td>Nestlé Natural Set Yogurt Asli</td><td>470g</td></tr> </tbody> </table>	No	SKU	Size	1	Nestlé BLISS® Low Fat Yogurt Drink Kiwi	700g	2	Nestlé BLISS® Low Fat Yogurt Drink Tropical Fruit	700g	3	Nestlé BLISS® Low Fat Yogurt Drink Mango	700g	4	Nestlé BLISS® Low Fat Yogurt Drink Strawberry	700g	5	Nestlé BLISS® Low Fat Yogurt Drink Apple Kiwi	700g	6	Nestlé BLISS® Low Fat Yogurt Drink Peach Mango	700g	7	Nestlé BLISS® Low Fat Yogurt Drink Blackcurrant	700g	8	Nestlé BLISS® Low Fat Yogurt Drink Mixed Berries	700g	9	Nestlé BLISS Plus Yogurt Drink Apple Passion Fruit & Lemon	700g	10	Nestlé BLISS Plus Yogurt Drink Apple Cranberry & Pomegranate	700g	11	Nestlé BLISS Le Kurma Gula Melaka	700g	12	Nestlé BLISS® Low Fat Yogurt Drink Strawberry	200g	13	Nestlé BLISS® Low Fat Yogurt Drink Tropical Fruit	200g	14	Nestlé BLISS® Low Fat Yogurt Drink Mango	200g	15	Nestlé BLISS® Low Fat Yogurt Drink Mixed Berries	200g	16	Nestlé Natural Set Yogurt Asli	1.4kg	17	Nestlé Natural Set Yogurt Asli	470g
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	<ol style="list-style-type: none"> 2. Snap a picture of the Proof of Purchase. Ensure that the details of the Participating Products, receipt number, price, outlet name and date of purchase is visible. 3. Send the Proof of Purchase to 013-611 3001, a dedicated WhatsApp number for the Promotion together with Full Name , NRIC number and Answer ; (e.g. Upin Bin Dauss, 881100-10-2234. Yes/No) ("Submission"). 4. Each Proof of Purchase is eligible for one (1) Submission only. The use of the same Proof Purchase for subsequent Submissions will not be accepted. 5. Each valid Submission received by the Organiser during the Promotion Period will be serialized whereby one (1) serial number will be allocated for every RM5.00 spent on the Participating Products, irrespective of quantity of purchase. Each serial number shall be deemed as one (1) entry ("Entry"). For example, if a Proof of Purchase contains purchases of three (3) Participating Products worth a total of RM15, a total of three (3) Entries shall be deemed to have been received under that Submission. 6. Entry processing period will be on working days from Monday to Friday only from 09:00:00 – 17:00:00 daily.
Entry/Submission Deadline	All Entries/Submission must be received by the Organiser on or before 23:59:59 on 16 th June 2019
Judging Criteria	<p>Verification of Entries/Submissions</p> <ul style="list-style-type: none"> • All photo submitted shall be clear showing the purchase of the Participating Products, receipt number, date of receipt, price and outlet name. • The date of invoice and Submission must be within the Promotion Period • The amount spent on the Participating Products must be at least RM5.00 in a single receipt. • Any form of alteration or tampering of the receipt (whether on the store name, item(s) purchased, prices and transaction date or otherwise) will not be accepted; • Hand written receipt, purchase order and delivery note will not be accepted. • E-Commerce Receipt is accepted. <p>Set out below is the weekly prizes tabulation schedule (each referred to as "Promotion Week"):</p> <ol style="list-style-type: none"> 1. 13 May 2019 – 19 May 2019 2. 20 May 2019 – 26 May 2019 3. 27 May 2019 – 2 June 2019 4. 3 June 2019 – 9 June 2019 5. 10 June – 16 June 2019 <p>As part of the weekly winner’s shortlisting/selection process, the Organiser will tabulate the total number of Entries verified and approved by the Organiser to be qualified Entries ("Qualified Entries"). Assuming the total Qualified Entries for a particular Promotion Week is 5130, the Organiser will compute and shortlist participants to win the prizes based on the following:</p>

(a) Shortlisting of three (3) weekly branded Kitchen Cooking Set winners:

$$5,130 \div 3 = 1,710.$$

The Participant allocated with serial number 1,710 will be shortlisted as the first winner and the Participant with serial number 3,420 will be the second shortlisted winner and subsequent winners will be shortlisted based on successive serial numbers with a constant equal to 1,710. A total of three (3) Participants with Qualified Entries bearing the following serial numbers will be shortlisted to win the Kitchen Cooking Set : 1710*, 3420* and 5130* .

(*computation example: 1710, 1710+1710=3420, 3420+1710=5130)

(b) Shortlisting of hundred (100) weekly Bliss Touch & Go Card worth RM100 winners:

$5,130 - 3 = 5,127 \div 100 = 51.2$. Winners will be shortlisted based on successive serial numbers with a constant equal to 51. A total of hundred (100) Participants with Qualified Entries bearing the following serial numbers will be shortlisted to win the Bliss Touch & Go card worth RM 100 : 51 * , 102 * , 153* , 204* , 255* and so on.

(*computation example: 51, 51 + 51 = 102, 102 + 51 = 153, 153 + 51 = 204, 204 + 51 = 255)

If the tabulation carried out by the Organiser gives rise to a constant number containing a decimal value, the constant number will be rounded to the nearest single digit number.

Communication to Shortlisted Winners

All shortlisted winners will be informed or contacted by the Organiser via the WhatsApp application. The Organiser will not be held liable in the event the shortlisted winners cannot be reached/contacted for whatever reasons via the WhatsApp application.

Subject to the following paragraph, each person is entitled to only win a maximum of the following two (2) prizes for the entire Promotion Period:

- One (1) Branded Cooking Set (i.e. Air Fryer and Food Steamer); and
- One (1) Bliss Touch & Go Card worth RM100.

For each Promotion Week, each person is only entitled to win one (1) of the abovementioned prizes. In the event the tabulation results in a participant being shortlisted to win more than one (1) weekly prizes of different value in the same week, then the participant will automatically be deemed to be shortlisted to win the higher valued weekly prize and not the lower valued prize.

Winners Announcement

Winners will be notified via WhatsApp application. The list of winners will also be announced on the following website; <https://www.dearnestle.com.my/event-and-happening/peraduan-bliss-whatsapp-dan-menang-2019>

Prizes	<ul style="list-style-type: none"> • 15 x Branded Cooking Set (i.e. Air Fryer and Food Steamer) • 500 x Bliss Touch & Go Bliss worth RM100 each
Prize Claim/Delivery Date	All prizes will be processed for delivery after 14 days from the end of the Promotion Period. In the event any winner does not receive the delivery of the prize for any reason whatsoever within reasonable time from notification or announcement, the prizes must be claimed by such winner, in writing to the Organiser within three [3] months from the date of the letter or announcement or notice of the claim of the prize whichever is earlier failing which the Organiser shall have the right to deal with the prize in any manner it thinks fit.

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/event-and-happening/peraduan-bliss-whatsapp-dan-menang-2019> (collectively “Terms and Conditions”) and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”). By participating in the Promotion, 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 These conditions of entry must be read together with the Schedule to 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”). To the extent that there is any inconsistency between these conditions of entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. 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.
 - 1.1 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).
 - 1.2 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 related companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agents and contractors 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) is 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 and may be subject to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Prizes.
- 6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

7. Publicity

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

8. Intellectual Property Rights

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

9. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“the 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, the 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 Group.
- 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 Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the PERADUAN WHATSAPP & MENANG BLISS®, You consent for Organiser and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 ("the Group") and service providers, agents and contractors who provide administrative and business support to us and act on our behalf ("Authorised Third Parties") (collectively "Organiser", "us", "we" or "our") to process your personal information provided in the WhatsApp Application for purposes of the PERADUAN WHATSAPP & MENANG BLISS®. This includes disclosing your name to the general public when you

become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.

- 12.2 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events or contests organised by the Organiser. Please indicate your option in your Submission or otherwise if you agree to the use of your personal information for the purpose under this Clause 12.2.
- 12.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 12.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 12.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in the prevailing applicable privacy policy at http://www.nestle.com.my/info/privacy_policy.
- 12.6 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in the prevailing applicable privacy policy at http://www.nestle.com.my/info/privacy_policy.
- 12.7 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.

All your written requests or queries should be addressed to:

- Contact: Brand Manager
- Address: Lactalis Trading Malaysia Sdn Bhd (1295542-V)25, Jalan Tandang, 46050 Petaling Jaya, Selangor
- Call us : 1-800-88-3433

- 12.8 Please note the Organiser requires your personal information in order to process your participation in the PERADUAN WHATSAPP & MENANG BLISS®, without which we will not be able to process your application.
- 12.9 For a more detailed description of the our privacy practices, please refer to the prevailing applicable Privacy Policy at http://www.nestle.com.my/info/privacy_policy. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.

