

“BERAKTIF BERSAMA KELUARGA DENGAN NESTLÉ” Contest

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Contest	BERAKTIF BERSAMA KELUARGA DENGAN NESTLÉ
Contest Period	The Contest starts at 00:00:00 on 4 th November 2021 and closes at 23:59:59 on 31 st December 2021.
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.
Entry Method	<p>WhatsApp Submission – Touch’n Go eWallet Reload Pin worth RM100</p> <ol style="list-style-type: none"> To participate in the Contest and stand a chance to win a Touch’n Go eWallet Reload Pin worth RM 100, purchase any NESTLÉ products (EXCEPT FOR ; NESCAFÉ Gold Barista; LACTOGEN 1 & 2; NAN 1 & 2; NAN HA 1 & 2, MAGGI Catering Products and NUTREN) (“Participating Nestlé Products”) worth a minimum of Ringgit Malaysia Thirty (RM30.00) (“Minimum Value”) in a single receipt (“Proof of Purchase”) from Tesco/Lotus’s offline outlets or Official online platforms within the Contest Period. Snap and send a clear picture of the Proof of Purchase to the Organiser’s dedicated WhatsApp number 018-240 6228 together with the full name and identification number as per the details in the participant’s MyKad (e.g., Johan Bin Bakar, 960418 – 10 – 5673) (each an “Entry”) The Organiser will not send any acknowledgement report for each Entry submitted. There is no limit to the number of Entries submitted as long as each Entry submitted fulfils the Contest conditions set out herein. The Minimum Value of Ringgit Malaysia Thirty (RM30.00) in a single Proof of Purchase shall constitute as (1) one Entry. Retain the Original Receipt or Proof of Purchase for verification purposes. Entries where the purchase for the Participating Nestlé Products exceeds the Minimum Value in a single Proof of Purchase will automatically be given additional running serial number(s) based on every subsequent Minimum Value fulfilment. For example: <ol style="list-style-type: none"> For Proof of Purchase with a purchase value of Ringgit Malaysia Sixty (RM60), a total of two (2) serial numbers will be allocated. For Proof of Purchase with a purchase value of Ringgit Malaysia Ninety (RM90), a total of three (3) serial numbers will be allocated. <p>WhatsApp Submission; Bonus Prize of PS5 Game Console</p> <ol style="list-style-type: none"> Participants who have submitted their Entries to win a Touch’n Go eWallet Reload Pin worth RM 100, they may stand a further chance to win a “Bonus Prize” if they take the following additional steps:

	<ol style="list-style-type: none"> a. Snap a creative photo of you/with your family taking part in a favourite activity(ies) or hobby(ies) with a minimum of two (2) Nestle Participating Products and upload the photo in your social media account (Facebook or Instagram). Photo submitted MUST NOT CONTAIN and/or FEATURE any children below 12 months old; b. Write a creative caption of not more than 30 words ; on your favourite activity(ies) and hobby(ies) with the two (2) Nestle Participating Products and Hashtag #BeraktifDenganNestle. c. Set the social media account “public” by default; and d. Send the posted social media link TOGETHER with a clear picture of the Proof of Purchase, the full name and identification number as per the details in the participant’s MyKad (e.g., Johan Bin Bakar, 960418 – 10 – 5673) to the Organiser’s dedicated WhatsApp number 018-240 6228 (“Bonus Prize Entry”) <ol style="list-style-type: none"> 7. The Organiser will not send any acknowledgement report for each Bonus Prize Entry submitted. 8. Participant may re-use the Proof of Purchase submitted for the earlier Entry to win the Touch’n Go eWallet Reload Pin worth RM 100 for purposes of submitting the Bonus Prize Entry. 9. There is no limit to the number of Bonus Prize Entries submitted as long as each Bonus Prize Entry submitted fulfils the Contest conditions set out herein. The Minimum Value of Ringgit Malaysia Thirty (RM30.00) and above in a single Proof of Purchase shall constitute as (1) one Bonus Prize Entry. Retain the original Receipt or Proof of Purchase for verification purposes. 10. For purposes of the Entry and/or Bonus Prize Entry submissions, the Organiser does not accept any alteration of Proof of Purchase in any form. Handwritten receipt, purchase order and/or delivery note will not be accepted as Proof of Purchase. 11. Notwithstanding any of the above, upon receipt of the Entry, Bonus Prize Entry and/or upon selection of the winners, as the case may be, the Organiser reserves the right to request for further evidence in the processing of the Entry and/or Bonus Prize Entry 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.
Entry Deadline	All Entries and/or Bonus Prize Entries must be received by the Organiser on or before 23:59:59 on 31 st December. Any Entry and/or Bonus Prize Entry received outside the Contest Period shall be automatically disqualified.
Verification of Entries and Bonus Prize Entries	<p>The Organiser will verify the Entries and/or Bonus Entries received based on the following:</p> <ol style="list-style-type: none"> i) Verification of Entries - Touch’n Go eWallet Reload Pin worth RM 100 <ul style="list-style-type: none"> • Clear snapshot of the Proof of Purchase indicating the Participating Nestlé Products, receipt number, date, purchase value, outlet name and outlet location. • No alteration of receipt in any form; store name, items purchased, prices and transaction date • Validity of the purchase date • All required details and purchase requirement fulfilled • Handwritten receipts, purchase orders, delivery notes will not be accepted as Proof of Purchase for the Contest.

	<p>ii) Verification of Bonus Prize Entry PS5 Game Console</p> <ul style="list-style-type: none"> • Clear snapshot of the Proof of Purchase indicating the Participating Nestlé Products, receipt number, date, purchase value, outlet name and outlet location. • Validity of the purchase date. • All required details and purchase requirement fulfilled • Handwritten receipts, purchase orders, delivery notes will not be accepted as Proof of Purchase for the Contest • No alteration of receipt in any form; store name, items purchased, prices and transaction date • Required creative photo and caption of not more than 30 words. • Social media link of the creative photo and caption posting provided. • Social Media account is set as “Public” • Hashtag #BeraktifDenganNestle included. • Photo submitted DOES NOT CONTAIN and/or FEATURE any children below 12 months old.
<p>Prize and Winner Selection For Touch’n Go eWallet Reload Pin worth RM100</p>	<p>Prize A total 670 winning Entries will be selected throughout the Contest Period.</p> <p>Contest Prize 670 x Touch’n Go eWallet Reload Pin worth RM100</p> <p>The list of winners will be announced on the Organiser’s official website https://www.dearnestle.com.my/beraktif-bersama-keluarga</p> <p>Each participant is eligible to win a maximum of one (1) Touch’n Go eWallet Reload Pin worth RM 100 only throughout the Contest Period</p> <p>WINNER SELECTION AND SHORTLISTING METHOD:</p> <p>As part of the shortlisting winners’ 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 4500, the Organiser will compute and select the shortlisted winners based on the following example:</p> <p>$4,500 \div 670 = \underline{6.7^*}$</p> <p>In the event the computed number derived is with decimal value, the number will be rounded down. [E.g. if the computed number is 6.7, the number will be rounded down to 6].</p> <p>The shortlisted winner is the 6* serial number entry and subsequent serial numbers with the multiplication of 6. Example of the shortlisted winning serial numbers; 6*, 12*, 18*, 24*, 30*, 36*, 42*, 48*, 54*, 60*, 66*, 72*, 78*, 84*, 90*, 96*, 102*, 108* and so forth.</p> <p>Total of 670 winners will be selected throughout the Contest Period.</p> <p>Shortlisted winners selected based on the serial number selection method above will be informed or contacted via WhatsApp from the contest number 018-2406228 to answer a simple Contest Question.</p>

	<p>Shortlisted winners must reply and provide the correct answer within two days from the Contest Question Notification to be eligible to win the prize. Failing which will result in forfeiture of the prize. 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 will be contacted via WhatsApp from the contest number 018-2406228 to notify them of their correct answer. The Organiser will not be held liable in the event the Qualified winners cannot be contacted for whatever reasons.</p>
<p>Prize and Winner Selection For Contest Bonus Prize of PS5 Game Console</p>	<p>Prize A total 10 winning Entries will be selected throughout the Contest Period.</p> <p>Contest Bonus Prize 10 x PS5 Game Console The list of winners will also be announced on the Organiser’s official website; https://www.dearnestle.com.my/beraktif-bersama-keluarga</p> <p>Each participant is eligible to win a maximum of one (1) PS5 Game Console only throughout the Contest Period</p> <p>WINNER SELECTION AND SHORTLISTING METHOD: The selection and shortlisting of winners for the Bonus Prize will be conducted by an independent panel of juries appointed by the Organiser which will then shortlists entries based on each Bonus Prize Entry received and approved by the Organiser throughout the Contest Period .</p> <p>Judging Criteria :</p> <ul style="list-style-type: none"> • Originality or creativity of the photo and caption submitted/posted • Caption of not more than 30 words • Using of minimum Two (2) Participating Nestlé Products • Overall composition; in relation to Contest Theme - BERAKTIF BERSAMA KELUARGA DENGAN NESTLÉ whereby creative photo featuring the participant taking part in their favourite activity(ies) or hobby(ies). <p>The photo and caption submitted must not be lewd, obscene, disparaging, defamatory or otherwise inappropriate, offensive or objectionable, as determined by the judges and/or Organiser in their sole and absolute discretion. Any such entries will be disqualified.</p> <p>Photo(s) MUST NOT CONTAIN or FEATURE any children below 12 months old. Any such entries will be disqualified.</p> <p>All selected and shortlisted winners will be contacted via WhatsApp to the contact number which the Organiser received in the Bonus Prize Entries. Shortlisted winners will be requested to provide delivery address as part of the prize fulfilment process. Failure to provide the details as per the above within the stipulated time frame will result in forfeiture of the prize. The Organiser will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons.</p>
<p>Prize Claim/Delivery Date</p>	<p>1. All prizes will be processed for delivery to the winners within six (6) to eight (8) weeks after the Contest end date; 31st December 2021. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p>

	<p>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 rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>3. Each participant may throughout the Contest Period win:</p> <ol style="list-style-type: none"> i. one [1] x Contest Prize (Touch'n Go eWallet Reload Pin worth RM100) , and ii. one [1] x Contest Bonus Prize (PS5 Game Console) <p>4. In the event there is a manufacturing defect in and to the Bonus Prize won, winners must return the Bonus Prize to the Organiser at their own cost, undamaged and in its original packaging for a replacement within 2 weeks from the delivery date of the Bonus Prize, failing which the defective Bonus Prize will not be replaced.</p> <p>5. Usage of the Touch'N Go eWallet Reload pin is subject to Touch'N Go Malaysia's Terms & Conditions; https://www.touchngo.com.my/policies/terms-conditions.</p> <p>6. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Contest 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.</p> <p>7. The Organizer shall not be held 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 prizes and/or replacement prizes shall be borne by the winners at their own cost.</p> <p>8. 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>
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This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.dearnestle.com.my/beraktif-bersama-keluarga> collectively "**Terms and Conditions**", and shall be binding on all Participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Contest (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

B: Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.

1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Contest Period, make Prize substitutions, cancel, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).

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

2. Contest Entries

2.1 By submitting an entry to the Contest, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.

2.2 All costs and expenses incurred and/or arising from the participation in the Contest, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Contest shall be borne by the Participant.

2.3 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

3. Eligibility

3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Contest and submitting any personal information.

3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Contest including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

4. Ineligibility

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

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

5. Disqualification

5.1 The following entries will be disqualified:

- (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
- (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.

5.2 In addition, the Organiser reserves the right to disqualify any Participant that:

- (a) undermines, has or attempted to undermine the operation of the Contest by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organiser when requested.

- 5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.
- 6. Prizes**
- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Participant.
- 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.
- 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 Contest (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Contest of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.
- 8. Intellectual Property Rights**
- The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.
- 9. Indemnity**
- Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“NESTLÉ Malaysia Group”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

10. Limitation of Liability

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

11. General

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

12. Privacy Notice

- 12.1 By participating in the "BERAKTIF BERSAMA KELUARGA DENGAN NESTLÉ" contest, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in https://www.nestle.com.my/info/privacy_notice
- 12.2 Dengan menyertai Peraduan BERAKTIF BERSAMA KELUARGA DENGAN NESTLÉ, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice