

BELI DAN MENANG BERSAMA NESTLE AIS KRIM DI LOTUS'S

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. [197901000966]																				
Contest	BELI DAN MENANG BERSAMA NESTLE AIS KRIM DI LOTUS'S																				
Contest Period	The Contest starts at 00:00:00 on 27 th October 2022 and closes at 23:59:59 on 23 rd November 2022.																				
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</p> <ol style="list-style-type: none"> To participate in the Contest, purchase any NESTLÉ Ice Cream participating products during the Contest Period listed in paragraph 4 (“Participating Products”) worth a minimum of Ringgit Malaysia Ten (RM10.00) (“Minimum Value”) in a single receipt (“Proof of Purchase”) from any Lotus’s Outlet (in-store and online). Send a clear picture of the Proof of Purchase via WhatsApp application to +013-6936650 together with details of full name (as per MyKad), MyKad number (Example: <i>Lee Mei Ling, 901120-14-4221</i>) (“Entry”). The Organiser will send a response and acknowledgement for each Entry The list of participating products are: <table border="1" data-bbox="523 1243 1120 2033"> <tr><td>NESTLE NEAPOLITAN 1.5L</td></tr> <tr><td>NESTLE CHOCOLATE 1.5L</td></tr> <tr><td>NESTLE VANILLA 1.5L</td></tr> <tr><td>NESTLE MAT KOOL VANILLA CHOC 1.5L</td></tr> <tr><td>NESTLE COCONUT GULA MELAKA 1.5L</td></tr> <tr><td>NESTLE ONDE ONDE 1.5L</td></tr> <tr><td>NESTLE KITKAT TUB 750ML</td></tr> <tr><td>NESTLE MILO FROZEN CONFEC 750ML</td></tr> <tr><td>NESTLE OREO ICE CREAM PINT 750ML</td></tr> <tr><td>NESTLE ICE CREAM MUSANG KING 750ML</td></tr> <tr><td>LC ALMOND PECAN PASSION 750ML</td></tr> <tr><td>LC HAZELNUT CHOCOLATE FANTASY 750ML</td></tr> <tr><td>LC MINT TEMPTATION 750ML</td></tr> <tr><td>LC SUMMER BERRIES YOGURT 750ML</td></tr> <tr><td>LC CHOC BROWNIE 750ML</td></tr> <tr><td>NESTLE DRUMSTICK VAN/CHOC LOADED 4X110ML</td></tr> <tr><td>NESTLE LIME VANILLA 8X70ML</td></tr> <tr><td>NESTLE MAT KOOL ICY GRAPE 8X60ML</td></tr> <tr><td>LA CREMERIA MINI ALMOND VANILLA 6X45ML</td></tr> <tr><td>NESTLE MILO STICK MP 6X60ML</td></tr> </table> 	NESTLE NEAPOLITAN 1.5L	NESTLE CHOCOLATE 1.5L	NESTLE VANILLA 1.5L	NESTLE MAT KOOL VANILLA CHOC 1.5L	NESTLE COCONUT GULA MELAKA 1.5L	NESTLE ONDE ONDE 1.5L	NESTLE KITKAT TUB 750ML	NESTLE MILO FROZEN CONFEC 750ML	NESTLE OREO ICE CREAM PINT 750ML	NESTLE ICE CREAM MUSANG KING 750ML	LC ALMOND PECAN PASSION 750ML	LC HAZELNUT CHOCOLATE FANTASY 750ML	LC MINT TEMPTATION 750ML	LC SUMMER BERRIES YOGURT 750ML	LC CHOC BROWNIE 750ML	NESTLE DRUMSTICK VAN/CHOC LOADED 4X110ML	NESTLE LIME VANILLA 8X70ML	NESTLE MAT KOOL ICY GRAPE 8X60ML	LA CREMERIA MINI ALMOND VANILLA 6X45ML	NESTLE MILO STICK MP 6X60ML
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	<p>NESTLE KITKAT STICK 85ML</p> <p>NESTLE KITKAT 4X85ML</p> <p>NESTLE KITKAT GOLD MP 4X85ML</p> <p>NESTLE OREO IC STICK MP 4X92ML</p> <p>NESTLE OREO SANDWICH MP 4X60G</p> <p>NESTLE KITKAT MINI STICK 6X45ML</p> <p>NESTLE NESCAFE GOLD CAPPUCCINO 4X85ML</p> <p>NESTLE DRUMSTICK VANILLA 110ML</p> <p>NESTLE MILO CUP ACTGE 105ML</p> <p>NESTLE MILO STICK 60ML</p> <p>NESTLE DRUMSTICK KITKAT 110 ML</p> <p>NESTLE OREO CONE 110ML</p> <p>NESTLE OREO STICK 92ML</p> <p>LA CREMERIA ABSOLUTELY ALMOND 76ML</p> <p>NESTLE DRUMSTICK CHOCOLATE CLASSIC 110ML</p> <p>NESTLE OREO SANDWICH 60G</p> <p>NESTLE KITKAT GOLD 85ML</p> <p>NESTLE MAT KOOL CHOCOMILKY 57ML</p> <p>NESTLE ICE CREAM ONDE ONDE 57ML</p> <p>NESTLE MOCHI BOBA 50G</p> <p>NESTLE MUSANG KING STICK 75ML</p> <p>LA CREMERIA CHOC BROWNIE 76ML</p> <p>NESCAFE GOLD CAPPUCCINO STICK 85ML</p> <p>LA CREMERIA SHAREWICH 130ML</p>	
Entry Deadline	<p>5. Each Proof of Purchase with a Minimum Value of Ringgit Malaysia Ten (RM10.00) shall constitute as (1) one qualified Entry and one (1) serial number will be allocated automatically for each qualified Entry received.</p> <p>6. Qualified Entries where the Purchase(s) exceeds the Minimum Value in a single Proof of Purchase will be automatically allocated additional running serial number(s) based on every subsequent Minimum Value fulfilled.</p> <p>7. The Organiser does not accept any alteration made to the Proof of Purchase in any form. Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase. Handwritten receipt will NOT be accepted as Proof of Purchase.</p> <p>8. 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 in the processing of the Entry including the original Proof of Purchase (hardcopy) including the identification documents for verification prior to the delivery of the Prizes. Failure to produce any of the foregoing documents within the stipulated timeframe will result in disqualification and forfeiture of the Prizes.</p> <p>All Entry(ies) must be received by the Organiser on or before 23:59:59 on 23rd November 2022. Any Entry received outside the Contest Period shall be automatically disqualified.</p>	

	<p>For the weekly submission, the Organiser shall receive the submission of Entries on or before 23:59:59 of the last date of each Contest Week as tabulated below:</p> <ul style="list-style-type: none"> • Week 1: 27 October 2022 – 2 November 2022 • Week 2: 3 November 2022 – 9 November 2022 • Week 3: 10 November 2022 -16 November 2022 • Week 4: 17 November 2022 -23 November 2022
<p>Judging details</p>	<p><u>Verification of the Entry</u></p> <ol style="list-style-type: none"> 1. Clear snapshot of the Proof of Purchase indicating the Product(s), receipt number, date, purchase value and outlet name. 2. Required personal details full name (Name as per MyKad) and MyKad number 3. All required details and purchase requirement fulfilled 4. Validity of the purchase date.
<p>Prizes and Winner Selection</p>	<p><u>Contest Prizes</u></p> <p>A total of 108 winning Entry(ies) will be selected throughout the Contest Period.</p> <p>A. Weekly Grand Prize: 2 x Travel Voucher for 3D2N at Club Med Cherating for 2-person worth RM2500.00/Each (x 4 weeks)</p> <ul style="list-style-type: none"> • Voucher is only valid for accommodation at Club Med Cherating only. Any other costs including but not limited to any transportation costs incurred shall be fully borne by the winners. • Voucher is valid for twelve (12) months from the date of issuance. • Booking must made through issuer prior to check-in and subject to room availability. • Voucher must be used in full value; The Organiser will not refund any unused balance. • Voucher is not replaceable and not exchangeable for cash (Total 8 winners throughout Contest Period) <p>B. Weekly Consolation Prize: 25 x RM50.00 Lotus's voucher/each (x4 weeks) (Total 100 winners throughout Contest Period)</p> <p>The list of shortlisted winners will be announced on the Organizer's website; https://www.dearnestle.com.my/buy-win-lotuss-contest-2022</p> <p>Each Participant may only win one (1) prize throughout the entire Contest Period.</p> <p><u>SHORTLISTING OF WINNERS METHOD:</u></p> <p>A. Weekly Grand Prize – 2 x Travel Voucher for 3D2N at Club Med Cherating for 2 person each worth RM2500.00/week</p>

	<p>Winners will be shortlisted based on the total serialized numbers allocated for the Qualified Entries received throughout each Contest Week Period (e.g., 338 serial numbers) $\div 2 =$ winning entry serial number, for example: $338 \div 2 = 169$ (The multiplication number in this case is 169)</p> <p>Therefore, Weekly Grand Prize winner shortlisted is the 169th Serial number entry and subsequent serial numbers with the multiplication of 169. Example of winning serial numbers 169 and 338.</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>Total of 2 WINNERS will be shortlisted for each Contest Week.</p> <p>B. Weekly Consolation Prize – 25 X RM50.00 Lotus’s Vouchers/ Week</p> <p>Winners will be shortlisted based on the total serialized numbers allocated for the Qualified Entries received during each Contest Week Period (e.g., 338 serial numbers) – Total Weekly Grand Prize winners’ entry/ies $\div 25 =$ winning entry serial number, for example: Assuming Weekly Grand Prize Winner’s Entries: 8 Entries $= (338 - 8) \div 25 = 13.2 = 13$ (The multiplication number in this case is 13)</p> <p>The Weekly Consolation Prize winner is the 13th serial number entry and subsequent serial numbers with the multiplication of 13.</p> <p>The rounding formula will be performed if the weekly number of entries arises the decimal value, the number will be rounded to the nearest single digit number. Example of winning serial numbers 13,26,39,52,65, and so forth (up to 25 serial number) will be select as the shortlisted winners.</p> <p>Total of 25 WINNERS will be shortlisted for each Contest Week.</p> <p>All shortlisted Winners will be contacted via WhatsApp application from +013-6936650 to the mobile numbers from which the Organiser received the Qualified Entries to answer a Contest Question within stipulated time frame. Failure to provide correct answer within the time frame given will disqualify Shortlisted winner to win the Prize. The Organiser will not be held liable in the event any shortlisted winner cannot be contacted or did not receive the Organiser’s notification for whatever reasons.</p>
<p>Prize Claim/Delivery Date</p>	<ol style="list-style-type: none"> All Prizes will be processed for delivery Within six (6) to eight (8) weeks from the end of the Contest Period. The Organiser reserves the rights to extend the timelines stated under this Clause owing to reasons beyond the control of the Organiser. The usage and validity of the travel voucher is subject to terms and conditions of the issuer as stated on the voucher.

	<ol style="list-style-type: none"> 3. 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. 4. 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. 5. 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. 6. The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available. 7. All winners must upon the request by the Organiser, provide such requested identification documents as well as the original Proof of Purchase (in hardcopy) for verification prior to the delivery of the Prizes. Failure to produce any of the foregoing documents within the stipulated timeframe will result in disqualification and forfeiture of the Prizes.
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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/buy-win-lotuss-contest-2022>, 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 Program (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 promotional 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 "**BELI DAN MENANG BERSAMA NESTLE AIS KRIM DI LOTUS'S**" 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 **BELI DAN MENANG BERSAMA NESTLE AIS KRIM DI LOTUS'S**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice