



Kongsi Gong Xi Bersama Nestle Di Econsave
TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organizer:	Nestlé Products Sdn. Bhd. [197901000966].
Contest:	Kongsi Gong Xi Bersama Nestle Di Econsave
Contest Period:	The Contest starts at 00:00:00 on 31 st December 2021 and closes at 23:59:59 on 17 th February 2022
Eligibility:	The Contest is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Contest Period. The Organizer shall reserve the right to request for evidence of identification documents.
Entry Method:	<ol style="list-style-type: none"> To participate in the Contest, purchase any NESTLÉ products (<i>EXCEPT FOR</i> NESCAFÉ Dolce Gusto; NESCAFÉ Gold Barista; LACTOGEN 1 & 2; NAN 1 & 2; NAN HA 1 & 2; PURINA Petcare; and WE PROUDLY SERVE STARBUCKS) (“Participating Nestlé Products”) from any Econsave outlet worth a minimum of Ringgit Malaysia Thirty-Eight (RM38.00) (“Minimum Value”) in a single receipt (“Proof of Purchase”). The Contest is NOT opened for participation with purchases made via any online platforms including but not limited to Lazada, Shopee and/or Econsave e-commerce platform. Snap and send a clear picture of the Proof of Purchase to the Organizer’s dedicated WhatsApp number 018-9898290 together with the full name and identification number as per the details in the participant’s MyKad (e.g., <i>Ali Bin Ahmad, 850321105253</i>) (each an “Entry”)

	<p>4. The Organizer will not send any acknowledgment report for each Entry received.</p> <p>5. The Organizer does not accept:</p> <ul style="list-style-type: none"> i) any Proof of Purchase that has been altered and/or tampered with in any form. Handwritten receipts, purchase orders and/or delivery notes will not be accepted as Proof of Purchase; and/or ii) any receipt, document or proof showing purchases made from any online platform include any Econsave e-commerce platform <p>6. The Organizer reserves the right to request for evidence of the original Proof of Purchase [hardcopy] for verification and prize redemption. Failure to produce the original Proof of Purchase upon request will result in disqualification and prize forfeiture.</p> <p>7. 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:</p> <ul style="list-style-type: none"> a. For Proof of Purchase with a purchase value of Ringgit Malaysia Seventy-Six (RM76), a total of two (2) serial numbers will be allocated. b. For Proof of Purchase with a purchase value of Ringgit Malaysia One Hundred and Fifty-Two (RM152), a total of four (4) serial numbers will be allocated.
Entry Deadline:	All Entries must be received by the Organizer on or before 23:59:59 on 17 th February 2022. Any Entry(ies) received outside the Contest Period shall be automatically disqualified.
Judging Details	<p><u>Verification of Entries</u></p> <ul style="list-style-type: none"> • Clear snapshot of the receipt 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 • E-Commerce receipts, handwritten receipts, purchase orders, delivery notes will not be accepted as Proof of Purchase for the Contest. <p><u>Shortlisted Winners</u></p> <ol style="list-style-type: none"> 1. Once an Entry is verified, shortlisted winners selected based on the “Winner Selection Method” detailed/explained below will be contacted to answer a simple Contest question via the WhatsApp contest number 018-9898290. Shortlisted winners must reply and provide the correct answer within time frame stipulated in the Organizer’s WhatsApp message to be eligible to win the prize. Failure to do so

	<p>will result in forfeiture of prize. The Organizer will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons.</p> <p>2. Upon receipt of the correct answer from the shortlisted winners, they will be further contacted by the Organizer via WhatsApp contest number 018-9898290 to request for their complete delivery address as part of the prize fulfilment process. Failure to provide the details requested and within the stipulated time frame will result in forfeiture of the prize. The Organizer will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons.</p>							
<p>Prizes</p>	<p>Contest Schedule A total 135 winning Entries will be selected throughout the Contest Period per the following schedule: Weekly Prize Contest Period:</p> <table border="1" data-bbox="462 737 1047 1140"> <tr> <td><u>week 1: 31/Dec/2021 - 6/Jan/2022</u></td> </tr> <tr> <td><u>week 2: 7/Jan/2022 - 13/Jan/2021</u></td> </tr> <tr> <td><u>week 3 : 14/Jan/2022 - 20/Jan/2021</u></td> </tr> <tr> <td><u>week 4 : 21/Jan/2022 - 27/Jan/2022</u></td> </tr> <tr> <td><u>week 5 : 28/Jan/2022 - 3/Feb/2022</u></td> </tr> <tr> <td><u>week 6 : 4/Feb/2022 - 10/Feb/2022</u></td> </tr> <tr> <td><u>Week 7: 11/Feb/2022 – 17/Feb/ 2022</u></td> </tr> </table> <p>Weekly Prize 18 x Eonsave Voucher worth RM 100 (x 7 weeks)</p> <p>Grand Prize 1 x 20gram 999.9 Gold Bar</p> <p>Second Prize 3 x 10gram 999.9 Gold Bar</p> <p>Third Prize 5 x 5gram 999.9 Gold Bar</p> <p>The list of winners will also be announced on the Organizer’s website; https://www.dearnestle.com.my/peraduan-kongsi-gongxi-eonsave</p> <p>Each participant is eligible to win a maximum of two (2) prizes only throughout the Contest Period:</p> <ul style="list-style-type: none"> • 1 x 1st Prize, 1 x Weekly Prize 	<u>week 1: 31/Dec/2021 - 6/Jan/2022</u>	<u>week 2: 7/Jan/2022 - 13/Jan/2021</u>	<u>week 3 : 14/Jan/2022 - 20/Jan/2021</u>	<u>week 4 : 21/Jan/2022 - 27/Jan/2022</u>	<u>week 5 : 28/Jan/2022 - 3/Feb/2022</u>	<u>week 6 : 4/Feb/2022 - 10/Feb/2022</u>	<u>Week 7: 11/Feb/2022 – 17/Feb/ 2022</u>
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<u>Week 7: 11/Feb/2022 – 17/Feb/ 2022</u>								

OR

- 1 x 2nd Prize, 1 x Weekly Prize

OR

- 1 x 3rd Prize, 1 x Weekly Prize

WINNER SELECTION METHOD:

As part of the winner selection process, the Organizer will tabulate and verify the Entries received. Entries which have been verified and approved to be a successful entry by the Organizer (“Qualified Entries”) will be allocated a set of serial numbers.

i) Weekly Winner Selection

There are Eighteen [18] **Econsave Vouchers worth RM 100** to be won weekly during the Contest Period

Assuming the total Qualified Entries received for the relevant week during the Contest Period is **2,000**; the Organizer will compute, and shortlist winners based on the following formula:

$$2000 \div 18 = 111.11^*$$

The shortlisted Weekly Prize **Winner** is Qualified Entries numbered series 111 and the subsequent Qualified Entry with the multiplication of **111**. Example of the shortlisted Weekly Prize winners will be the 111th*, 222nd* Qualified Entries.

In the event the computed number derived is with decimal value, the number will be rounded down. [E.g., if the computed number is 111.11, the number will be rounded down to 111]

A total of **18 winners** will be shortlisted each week during the Contest Period.

ii) Grand Prize

There is one [1] **20gram Gold Bar** to be won during the Contest Period

Assuming the total Qualified Entries received during the Contest Period is **20,000**; the Organizer will compute, and shortlist winners based on the following formula:

$$20000 \div 2 = 10,000^*$$

The shortlisted Grand Prize winners will be the 10000th Qualified entry. In the event the computed number derived is with decimal value, the number will be rounded down.

A total of **1 winner** will be shortlisted during the Contest Period.

iii) Second Prize Winner Selection

There are three [3] **10gram Gold Bar** to be won during the Contest Period

Assuming the total Qualified Entries received during the Contest Period is **20,000**; the Organizer will compute, and shortlist winners based on the following formula after deducting the total shortlisted Grand Prize winner's Entries:

Assuming:

The shortlisted Grand Prize winner's Entries = 550 Entries.

$$20000 - 550 \div 3 = \underline{6,483.33^*}$$

The shortlisted Second Prize winners will be the **6483rd Qualified** Entry and the subsequent Qualified Entries with the multiplication of **6483**. Example of the shortlisted Second Prize winners will be the **6483rd ***, **12,966th *** and **19,449th *** Qualified Entries.

In the event the computed number derived is with decimal value, the number will be rounded down.

A total of **3 winners** will be shortlisted during the Contest Period

iv) Third Prize Winner Selection

There are Five [5] **5gram Gold Bar** to be won during the Contest Period

Assuming the total Qualified Entries received during the Contest Period is **20,000**; the Organizer will compute, and shortlist winners based on the following formula after deducting the total shortlisted Grand Prize winner's Entries and Second Prize winner's:

Assuming:

i) The shortlisted Grand Prize winner's Entries = 550 Entries.

ii) The Shortlisted Second Prize Winner's Entries = 1050 Entries

$$20000 - (550+1050) \div 5 = 3680_*$$

The shortlisted Third Prize winners will be the **3680th Qualified** Entry and the subsequent Qualified Entries with the multiplication of **3680**. Example of the shortlisted Third Prize winners will be the **3680th ***, **7,360th ***, **11,040th ***, **14,720th *** and **19,449th *** Qualified Entries.

In the event the computed number derived is with decimal value, the number will be rounded down.

A total of **5 winners** will be shortlisted during the Contest Period

Prize Claim/Delivery Date	<ol style="list-style-type: none"> 1) All prizes will be processed for prize fulfilment to the winners within six (6) to eight (8) weeks from the Contest end date; on 17th February 2022. The Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer. The Organizer shall not be liable for any loss or damage that occurs to the prizes during the delivery process. 2) For Grand Prize, Second Prize and Third Prize, Organizer will contact the winner to check on which outlet that nearest to the winner to collect the prize. 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. 3) All unclaimed prizes after three (3) months from the date of the announcement or notice of the claim of the prize whichever is earlier failing which will result in disqualification and forfeiture of the Prizes. The Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer. 4) Usage of the Econsave Voucher is subject to Econsave’s Terms & Conditions
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1. *This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available <https://www.dearnestle.com.my/peraduan-kongsi-gongxi-econsave> 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”).*

Consumer Services Contact No.: 1800 88 3433.

B: Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the “Terms and Conditions”. Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural.
- 1.2 The Organizer reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Contest Period, make Prize substitutions, cancel, terminate, or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organizer’s decision on all matters relating to the Contest including judging and selection of winners will be final, binding, and conclusive on all Participants, and no correspondence or

appeals will be entertained.

2. Contest Entries

- 2.1 By submitting an entry to the Contest, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Contest, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Contest shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organizer shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organizer is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

3. Eligibility

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organizer), from their parents/legal guardians before participating in the Contest and submitting any personal information.
- 3.2 The Organizer may require a Participant to provide proof of eligibility to participate in the Contest including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

4. Ineligibility

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

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

5. Disqualification

- 5.1 The following entries will be disqualified:
 - (b) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
 - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the Organizer reserves the right to disqualify any Participant that:
 - (a) undermines, has, or attempted to undermine the operation of the Contest by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organizer when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organizer reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

6. Prizes

- 6.1 The Organizer, its agents, sponsors, and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organizer reserves the right to determine how uncollected Prizes will be dealt with.

- 6.2 Prizes are strictly not transferable, assignable, exchangeable, or redeemable by the Participant in any other form or manner other than that specified by the Organizer.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organizer, its agent, sponsor or third party providing the Prizes.
- (a) **Tickets to an Event:**
The Organizer is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.
- (b) **Travel/Holiday Prizes:**
If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organizer, its agent, or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.
- 6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organizer excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organizer prescribes other modes of collection.
- 6.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.
- 7. Publicity**
The Organizer may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Contest (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Contest of any goods or services of the Organizer, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organizer.
- 8. Intellectual Property Rights**
The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made, or created by the Participant in connection with the Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to, and owned by the Organizer. The Organizer has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.
- 9. Indemnity**
Each Participant agrees to indemnify, release and hold harmless each of the Organizer, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions,
- 10. Limitation of Liability**
- 10.1 The Participant’s participation in the Contest shall be at the Participant’s own risk.
- 10.2 The Organizer, Nestlé Malaysia Group, its, directors, officers, employees, agents, sponsors

and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Contest, as well as the redemption and/or utilization of any Prize won.

11. General

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

12. Privacy Notice

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