



**Nestlé**

Good food, Good life

## **TERMS AND CONDITIONS**

### **A. Schedule to Conditions of Entry**

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966].
2. <b><u>Campaign:</u></b>	GANJARAN VAKSIN BERSAMA NESTLÉ.
3. <b><u>Campaign Period:</u></b>	The Campaign starts at 00:00:00 on 15/07/2021 and closes at 23:59:59 on 22/09/2021.
4. <b><u>Eligibility:</u></b>	The Campaign 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 Campaign Period. The Organiser shall reserve the right to request for evidence of identification documents.
5. <b><u>Entry Method:</u></b>	<p>a. This Campaign is a NESTLÉ initiative to reward residents of Malaysia that have registered for Vaccination via the MySejahtera Application.</p> <p>b. NO PURCHASE is required to participate in this Campaign. To participate and stand a chance to win prizes, you must first register or be registered to receive vaccination with the National Covid-19 Vaccination Programme. Your registration must be reflected on the Vaccination Page of your My Sejahtera Application ["Vaccination Page"]. You may also participate if you have received your first or second vaccinations as reflected on your Vaccination Page.</p> <p>c. <b><u>Entry submission via Campaign Website:</u></b></p> <p>i. Scan the QR Code shown on the leaflet or visit the Campaign Website at: <a href="https://www.dearnestle.com.my/ganjaran-vaksin-nestle">https://www.dearnestle.com.my/ganjaran-vaksin-nestle</a>.</p> <p>ii. Complete the mandatory details required i.e.: Full Name, NRIC No, Email Address, Mobile Number [WhatsApp activated] and Residential State ["Personal Details"] in the Web Form ["Form"] provided on the Campaign Website.</p> <p>iii. Screenshot or snap one [1] <u>clear and legible</u> picture/image in JPEG format ["JPEG Image"] of your Vaccination Page complete with your Name, NRIC No, the registered date and green tick ["Personal Details"]. One [1] JPEG Image must contain a picture of one [1] Vaccination Page only.</p> <p>iv. Please note that the Organiser WILL NOT process any other information from the Vaccination Page. Please ensure you redact,</p>

	<p>remove or blank out all such other information other than information required as identified in the preceding clause.</p> <p>v. Upload the Image on the Web Form and submit [“Entry”].</p> <p>d. <b>Each Vaccination Page is ONLY eligible to one [1] Entry submission only.</b> The Organiser shall reserve the right to disqualify any JPEG Images with duplicated Vaccination Pages and/or containing more than one [1] Vaccination Page and/or no Vaccination Page uploaded.</p> <p>e. The Organiser will extract all Entries received for further processing. Incomplete, different and/or multiple Personal Details and/or unclear, illegible and incomplete Images will be disqualified.</p> <p>f. The Organiser shall reserve the right to request for evidence of the Vaccination Page for verification and prize redemption. Failure to produce upon request will result in disqualification and prize forfeiture.</p>										
<p>6. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 22/09/2021. All Entries received outside the Campaign Period will be automatically disqualified.</p>										
<p>7. <b><u>Prizes:</u></b></p>	<p>a. The Prizes are divided into three [3] categories as below:</p> <p>i. <b><u>Winners residing in Peninsular Malaysia:</u></b> The Prize consists of one [1] RM20 LAZADA e-Wallet Voucher each.</p> <p>ii. <b><u>Winners residing in Sabah:</u></b> The Prize consists of one [1] RM20 BOOST e-Wallet Voucher each.</p> <p>iii. <b><u>Winners residing in Sarawak:</u></b> The Prize consists of one [1] RM20 Sarawak Pay e-Wallet Voucher each.</p> <p>b. A total of twenty five thousand [25,000] Prizes are eligible to be won throughout the Campaign Period. The Organiser will give away the Prizes weekly throughout the Campaign Period.</p> <p>c. There are two thousand five hundred [2,500] Prizes to be won each week for ten [10] consecutive weeks as below:</p> <table border="0" data-bbox="502 1601 1332 1792"> <tr> <td>Week 1: 15/07 – 21/07/2021</td> <td>Week 2: 22/07 – 28/07/2021</td> </tr> <tr> <td>Week 3: 29/07 – 04/08/2021</td> <td>Week 4: 05/08 – 11/08/2021</td> </tr> <tr> <td>Week 5: 12/08 – 18/08/2021</td> <td>Week 6: 19/08 – 25/08/2021</td> </tr> <tr> <td>Week 7: 26/08 – 01/09/2021</td> <td>Week 8: 02/09 – 08/09/2021</td> </tr> <tr> <td>Week 9: 09/09 – 15/09/2021</td> <td>Week 10: 16/09 – 22/09/2021</td> </tr> </table>	Week 1: 15/07 – 21/07/2021	Week 2: 22/07 – 28/07/2021	Week 3: 29/07 – 04/08/2021	Week 4: 05/08 – 11/08/2021	Week 5: 12/08 – 18/08/2021	Week 6: 19/08 – 25/08/2021	Week 7: 26/08 – 01/09/2021	Week 8: 02/09 – 08/09/2021	Week 9: 09/09 – 15/09/2021	Week 10: 16/09 – 22/09/2021
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<p>8. <b><u>Judging Details – Weekly Prizes:</u></b></p>	<p>a. As part of the winners selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry each week, throughout the Campaign Period [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial</p>										

	<p>numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>b. Each week the serial numbers allocated to each Qualified Entries will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming that the Total Qualified Entries for the week is <b>50450</b>, the Organiser will compute and select the finalists [“Finalist”] to win the prizes based on the following:</p> <p>i. <b>Selection of 2500 Weekly Prize Finalists: <math>50450 \div 2500 = 20.18</math></b>. Since dividing 50450 with 2500 will result in a number with decimal value, the number 20.18 will be rounded down to 20. The following 2500 Participants with Qualified Entry of the week bearing the following serial number will be selected: 20*, 40*, 60*, 80, 100 and so forth [*computation example: <b>20</b>, <math>20+20=40</math>, <math>40+20=60</math>].</p> <p>c. The unselected serial numbers in each week will be brought forward and combined with the following weeks’ Entries to stand a chance to win a Prize in the following weeks.</p> <p>d. The Organiser will contact all selected Finalists via WhatsApp from the number: <b>6018 388 0802</b> to the mobile number provided in the Form.</p> <p>e. Each selected Finalists will be given one [1] question to answer. The selected Finalists must answer the question posted by the Organiser correctly in order to win the Prizes and within a time limit stated. Failure to answer correctly or within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.</p>
<p>9. <b><u>Additional Terms:</u></b></p>	<p>a. Each Participant may win one [1] Prize only during the Campaign Period.</p> <p>b. For Winners residing in <u>Peninsular Malaysia</u>, the RM20 LAZADA e-Wallet Voucher pin-code will be sent via email to the Email Address provided in the Form.</p> <p>c. For Winners residing in <u>Sabah</u>, the RM20 BOOST e-Wallet Voucher pin-code will be sent via email to the Email Address provided in the Form.</p> <p>d. For Winners residing in <u>Sarawak</u>, the RM20 Sarawak Pay e-Wallet Voucher will be credited to the Winners’ NRIC no and mobile number provided in the Form.</p> <p>e. All Prizes must be taken according to the terms and conditions of the Organiser, its agent sponsor and/or third party providing the Prizes. The required mobile application installation i.e: WHATSAPP, EMAIL, LAZADA APP, BOOST APP and SARAWAK PAY APP are the responsibility of the</p>

	<p>Winner. The Organiser reserves the rights to forfeit the Prize if the mobile application required is NOT installed by the Winners. For more information and details on Prizes, Winners are advised to visit the Campaign Website at: <a href="https://www.dearnestle.com.my/ganjaran-vaksin-nestle">https://www.dearnestle.com.my/ganjaran-vaksin-nestle</a>.</p> <p>f. All Winners will receive their Prizes within 4 – 6 weeks from 22/09/2021. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>g. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the Prizes to the Participant[s]. All unclaimed Prizes after 22/11/2021 will be forfeited.</p> <p>h. After the Campaign, the Organiser may, in its own discretion, offer some Winners an opportunity to participate in an event to reward chosen frontliners involved in Malaysia’s combat against Covid-19. The Organiser may contact these chosen Winners upon completion of the Campaign.</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/ganjaran-vaksin-nestle>, collectively “Terms and Conditions”, and shall be binding on all participants who participate in this Campaign (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

By participating in the Campaign, you have read and agreed to the **Terms and Conditions** and the processing of your personal information in the **Privacy Notice** attached to the **Terms and Conditions**.

Consumer Services Contact No.: 1800 88 3433.

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## 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 these 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 Campaign Period, make Prize substitutions, cancel, terminate or suspend the Campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Campaign will constitute their acceptance of the Terms and Conditions (as changed).

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

## **2. Campaign Entries**

- 2.1 By submitting an entry to the Campaign, 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 Campaign, 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 Campaign 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 Campaign and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Campaign 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 Campaign:

- (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 Campaign 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 Campaign by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Campaign 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 The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent sponsor or third party providing the Prizes.
- (a) **Tickets to an Event:**  
The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.
  - (b) **Travel/Holiday Prizes:**  
If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.
- 6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.

- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

## **7. Publicity**

The Organiser may use a Participant's entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Campaign (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Campaign 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 Campaign and any derivative works arising there from 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 Campaign, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Campaign or violation of the Terms and Conditions,

## **10. Limitation of Liability**

- 10.1 The Participant's participation in the Campaign 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 Campaign, 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 Campaign 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 Campaignal materials) in connection with this Campaign, in particular that relates to the Prize, are the properties of their respective owners. This Campaign 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 Campaign.
- 11.5 Where the Terms and Conditions of the Campaign 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 Campaign shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

- 12.1 By participating in the Campaign, 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](http://www.nestle.com.my/info/privacy_notice).
- 12.2 Dengan menyertai Kempen, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).