



**PERADUAN JOM MENANG BERSAMA NESTLÉ**  
**TERMS AND CONDITIONS**

**A: Schedule to Conditions of Entry**

<b>Organizer:</b>	Nestlé Products Sdn. Bhd. [197901000966].
<b>Contest:</b>	<b>Peraduan Jom Menang Bersama Nestlé</b>
<b>Contest Period:</b>	The Contest starts at 00:00:00 on 15 <sup>th</sup> June 2022 and closes at 23:59:59 on 7 <sup>th</sup> August 2022.
<b>Eligibility:</b>	The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period, and with a valid identification document and residential address in Malaysia.
<b>Entry Method:</b>	<p><b>WhatsApp Submission</b></p> <ol style="list-style-type: none"> <li>1. To participate in the Contest, purchase any NESTLÉ products (<b>EXCEPT FOR</b> NESCAFÉ Dolce Gusto; NESCAFÉ Gold Barista; LACTOGEN 1 &amp; 2; NAN 1 &amp; 2; NAN HA 1 &amp; 2; PURINA Petcare; Nestlé Professional; Nestlé Health Science, and STARBUCKS) (“<b>Products</b>”) worth a minimum of Ringgit Malaysia eighteen (RM18.00) (“<b>Minimum Value</b>”) in a single receipt (“<b>Proof of Purchase</b>”) from any offline (in-store) participating outlets. <ul style="list-style-type: none"> <li><b>Participating Outlets (Nationwide)</b> <ol style="list-style-type: none"> <li>i. Billion</li> <li>ii. Pantai Timor Stores</li> <li>iii. Econsave</li> <li>iv. Mydin</li> </ol> </li> </ul> </li> <li>2. The Contest Submission method is via WhatsApp <b>only</b>.</li> <li>3. <b>WhatsApp entry participation steps:</b> Send a clear picture of the Proof of Purchase together with the full name and identification number as per the details in the participant’s MyKad (e.g., <i>Bujang Bin Along, 570831-08-5673</i>) to the organiser’s dedicated WhatsApp <b>018-3181184</b> (“<b>Entry</b>”).</li> <li>4. The Organizer will not send an acknowledgment report for each Entry received.</li> <li>5. The Organiser does not accept any alteration of Proof of Purchase in any form. Official receipt from in-store will be accepted as Proof of Purchase. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.</li> <li>6. The Organizer shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and prize forfeiture</li> <li>7. 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) 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.</li> </ol>

<b>Entry Deadline:</b>	<ol style="list-style-type: none"> <li>All Entry(ies) must be received by the Organizer on or before 23:59:59 on 7<sup>th</sup> August 2022. Any Entry(ies) received outside the Contest Period shall be automatically disqualified.</li> <li>For the weekly submission, the Organizer shall receive the submission of Entries on or before 23:59:59 of the last date of each Contest week as tabulated below. <ul style="list-style-type: none"> <li>Week 1: 15 June 2022 – 21 June 2022</li> <li>Week 2: 22 June 2022 – 28 June 2022</li> <li>Week 3: 29 June 2022 – 05 July 2022</li> <li>Week 4: 06 July 2022 – 12 July 2022</li> <li>Week 5: 13 July 2022 – 19 July 2022</li> <li>Week 6: 20 July 2022 – 26 July 2022</li> <li>Week 7: 27 July 2022 – 02 August 2022</li> <li>Week 8: 03 August 2022 – 07 August 2022</li> </ul> </li> </ol>						
<b>Entry Verification and Allocation of Serial Number</b>	<p>All Entries received will be verified based on the following:</p> <ol style="list-style-type: none"> <li>Clear snapshot of the receipt(s) indicating the NESTLÉ Products(s), receipt number, date, purchase value, outlet name and outlet location.</li> <li>No alteration of receipt in any form; store name, item(s) purchased, prices and transaction date.</li> <li>Validity of the purchase date</li> <li>All required details and purchase requirement fulfilled.</li> <li>E-Commerce receipt will <b>not</b> be accepted as Proof of Purchase for the Contest.</li> <li>Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase for the Contest</li> <li>Entries that have been verified will each be a “Qualified Entry” and collectively the “Qualified Entries”.</li> <li>Each Qualified Entry with a Minimum Value of RM18 will be assigned 1 serial number but limited to maximum ten (10) serial numbers per one (1) Proof of Purchase.</li> </ol> <p>Example:</p> <ol style="list-style-type: none"> <li>For Proof of Purchase with value of Ringgit Malaysia Thirty-six (RM36) of participating NESTLÉ products, two (2) serial numbers will be given.</li> <li>For Proof of Purchase with value of Ringgit Malaysia Seventy-Two (RM72) of participating NESTLÉ products, four (4) serial numbers will be given.</li> <li>For Proof of Purchase with value of Ringgit Malaysia one hundred (RM180) of participating NESTLÉ participating products, ten (10) serial numbers will be given.</li> <li>For Proof of Purchase with value of Ringgit Malaysia four thousand (RM4000) of participating NESTLÉ participating products, ten (10) serial numbers will be given</li> </ol>						
<b>Prizes and Shortlisting of Winners</b>	<p><b>Prizes</b></p> <p>A total of 1203 prizes to be won throughout Contest Period.</p> <table border="1" data-bbox="345 1566 1498 1892"> <tr> <td>Grand Prize</td> <td><b>3 x PERODUA Axia 1.0 GXtra worth RM34,000 (Random Colour).</b> (1 Grand Prize winner [each 3 Participating outlets] total: 3 winners.</td> </tr> <tr> <td>Weekly First Prize</td> <td><b>240 x RM100.00 Touch and Go Reload PIN.</b> (10 weekly First Prize winner [each 3 Participating Outlets] X 8 Weeks: 30 winners)</td> </tr> <tr> <td>Weekly Consolation Prize</td> <td><b>960 x RM30.00 Touch and Go Reload PIN.</b> (40 weekly Consolation Prize winners [each 3 Participating Outlets] X 8 Weeks: 120 winners)</td> </tr> </table> <p>The list of winners will also be announced on the Organizer’s website;  <a href="https://www.dearnestle.com.my/peraduan-jom-menang-bersama-nestle">https://www.dearnestle.com.my/peraduan-jom-menang-bersama-nestle</a></p>	Grand Prize	<b>3 x PERODUA Axia 1.0 GXtra worth RM34,000 (Random Colour).</b> (1 Grand Prize winner [each 3 Participating outlets] total: 3 winners.	Weekly First Prize	<b>240 x RM100.00 Touch and Go Reload PIN.</b> (10 weekly First Prize winner [each 3 Participating Outlets] X 8 Weeks: 30 winners)	Weekly Consolation Prize	<b>960 x RM30.00 Touch and Go Reload PIN.</b> (40 weekly Consolation Prize winners [each 3 Participating Outlets] X 8 Weeks: 120 winners)
Grand Prize	<b>3 x PERODUA Axia 1.0 GXtra worth RM34,000 (Random Colour).</b> (1 Grand Prize winner [each 3 Participating outlets] total: 3 winners.						
Weekly First Prize	<b>240 x RM100.00 Touch and Go Reload PIN.</b> (10 weekly First Prize winner [each 3 Participating Outlets] X 8 Weeks: 30 winners)						
Weekly Consolation Prize	<b>960 x RM30.00 Touch and Go Reload PIN.</b> (40 weekly Consolation Prize winners [each 3 Participating Outlets] X 8 Weeks: 120 winners)						

The announcement of winners will be as per below schedule:

**Week 1 Weekly Winners:** 08 July 2022

**Week 2 Weekly Winners:** 15 July 2022

**Week 3 Weekly Winners:** 04 July 2022

**Week 4 Weekly Winners:** 22 July 2022

**Week 5 Weekly Winners:** 29 July 2022

**Week 6 Weekly Winners:** 05 August 2022

**Week 7 Weekly Winners:** 12 August 2022

**Week 8 Weekly Winners:** 19 August 2022

**Week 9 Weekly Winners:** 24 August 2022

**Grand Prize Winners:** 24 August 2022

Each participant is eligible to win a maximum of two (2) prizes only throughout the Contest Period and Participating Outlet:

- 1 Grand Prize

**And** 1 Weekly First Prize **OR** 1 Weekly Consolation Prize

#### **WINNER SELECTION AND SHORTLISTING METHOD:**

**Weekly First Prize: 10 x Touch 'n Go eWallet Reload PIN worth RM100 (x 8 weeks)**

The calculation applied to each individual Participating Outlet.

There are ten [10] x Touch 'n Go eWallet Reload PIN worth RM100 to be won each week for eight [8] consecutive weeks for each Participating Outlet. In total, there are two hundred forty [240] Weekly First Prizes to be won throughout the Contest Period for all Participating Outlet.

As part of the Weekly First Prize winner shortlisting process, a set of serial numbers will be allocated for the Qualified Entries received on a weekly basis throughout the Contest Period starting from serial number "1" [each a "Qualified Weekly First Prize Entry" and collectively the "Qualified Weekly First Prize Entries"].

Each week the serial numbers allocated to each Qualified Weekly First Prize Entry will be tabulated and added up to derive the total number of Qualified Weekly First Prize Entries ["Total Qualified Weekly First Prize Entries"]. The Organiser will compute and select the shortlisted entries based on the following example:

#### **A. Billion and Pantai Timor Stores**

Assuming there are 1400 weekly entries via Billion and Pantai Timor Stores  $\div 10 = 140$   
(The multiplication number in this case is 140)

The **Weekly First Prize** shortlisted entry for **Billion** is the 140th\* serial number entry and subsequent serial numbers with the multiplication of 140.

Example of the shortlisted winning serial numbers; 140\*, 280\*, 420\*, 560\*, 700\*, 840\*, 980\*, 1120\*, 1260\* and 1400\*.

#### **B. Econsave**

Assuming there are 1500 weekly entries via Econsave  $\div 10 = 150$

(The multiplication number in this case is 150)

The **Weekly First Prize** shortlisted entry for **Eonsave** is the 150th serial number entry and subsequent serial numbers with the multiplication of 150.

Example of the shortlisted winning serial numbers; 150\*, 300\*, 450\*, 600\*, 750\*, 900\*, 1050\*, 1200\*, 1350\* and 1500\*.

### C. Mydin

Assuming there are 1000 weekly entries via Mydin  $\div 10 = 50$

(The multiplication number in this case is 50)

The **Weekly First Prize** shortlisted entry for **Mydin** is the 50th\* serial number entry and subsequent serial numbers with the multiplication of 50.

Example of the shortlisted winning serial numbers; 50\*, 100\*, 150\*, 200\*, 250\*, 300\*, 350\*, 400\*, 450\* and 500\*.

Total of **10 winners** will be selected for **EACH** Contest Week for **EACH** Participating Outlet.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

### **Weekly Consolation Prize: 40 x RM30 Touch 'n Go eWallet Reload PIN.**

The calculation applied to each individual Participating Outlet.

There are forty [40] x Touch 'n Go eWallet Reload PIN worth RM30 to be won each week for eight [8] consecutive weeks for each Participating Outlet. In total, there are nine hundred sixty [960] Weekly Consolation Prizes to be won throughout the Contest Period for all Participating Outlet.

As part of the Weekly Consolation Prize winner shortlisting process, a set of serial numbers will be allocated for the Qualified Entries received on a weekly basis throughout the Contest Period starting from serial number "1" [each a "Qualified Weekly Consolation Prize Entry" and collectively the "Qualified Weekly Consolation Prize Entries"].

Each week the serial numbers allocated to each Qualified Weekly Consolation Prize Entry will be tabulated and added up to derive the total number of Qualified Weekly Consolation Prize Entries ["Total Qualified Weekly Consolation Prize Entries"]. The Organiser will compute and select the shortlisted entries based on the following example:

### A. Billion and Pantai Timor Stores

Assuming there are 1400 weekly entries via Billion **and Pantai Timor Stores** and Weekly first Prize Winner's entries is 30.

$(1400 - 30) \div 40 = 34.25$

(The multiplication number in this case is 34)

The **Weekly Consolation Prize** shortlisted entry for **Billion** is the 34th\* serial number entry and subsequent serial numbers with the multiplication of 34.

Example of the shortlisted winning serial numbers; 34\*, 68\*, 102\*, 136\*, 170\*, 204\*, 238\*, 272\*, 306 and so forth (up to 40 serial number).

### B. Eonsave

Assuming there are 1500 weekly entries via Eonsave and Weekly first Prize Winner's entries is 40.

$(1500 - 40) \div 40 = 36.5$

(The multiplication number in this case is 36)

The **Weekly Consolation Prize** shortlisted entry for **Eonsave** is the 36th\* serial number entry and subsequent serial numbers with the multiplication of 36.

Example of the shortlisted winning serial numbers; 36\*, 72\*, 108\*, 144\*, 180\*, 216\*, 252\*, 288\*, 324 and so forth (up to 40 serial number).

**C. Mydin**

Assuming there are 1000 weekly entries via Mydin and Weekly first Prize Winner's entries is 10  
 $(1000 - 10) \div 40 = 24.7$

(The multiplication number in this case is 24)

The Weekly Consolation Prize shortlisted entry for Mydin is the 24th\* serial number entry and subsequent serial numbers with the multiplication of 24.

Example of the shortlisted winning serial numbers; 24\*, 48\*, 72\*, 96\*, 120\*, 144\*, 168\*, 216\*, 240\* and 264\* and so forth (up to 40 serial number).

Total of **40 winners** will be selected for **EACH** Contest Week for **EACH** Participating Outlet.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

**Grand Prize: 1 x PERODUA Axia 1.0 GXtra worth RM34,000 (Random Colour)**

The calculation applied to each individual Participating Outlet.

There is one [1] x PERODUA Axia 1.0 GXtra (Random Colour) to be won throughout the Contest Period for each Participating Outlet. A total of three (3) PERODUA Axia 1.0 GXtra to be won throughout the Contest Period for all Participating Outlet.

As part of the Grand Prize winner shortlisting process, a set of serial numbers will be allocated for the Qualified Entries received throughout the Contest Period starting from serial number "1" [each a "Qualified Grand Prize Entry" and collectively the "Qualified Grand Prize Entries"].

The serial numbers allocated to each Qualified Grand Prize Entry will be tabulated and added up to derive the total number of Qualified Grand Prize Entries ["Total Qualified Grand Prize Entries"].

The Organiser will compute and select the shortlisted winners based on the following example:

**A. Billion and Pantai Timor Stores**

Assuming there are 7068 entries via Billion and Pantai Timor Stores throughout Contest Period  
 $\div 2 = 3534$

The Grand Prize Shortlisted entry for Billion and Pantai Timor Stores is the 3534<sup>th</sup> serial number entry.

**B. Eonsave**

Assuming there are 6836 entries via Eonsave throughout Contest Period  $\div 2 = 3418$

The Grand Prize shortlisted entry for Eonsave is the 3418<sup>th</sup> serial number entry.

**C. Mydin**

Assuming there are 6000 entries via Mydin throughout Contest Period  $\div 2 = 3000$

The Grand Prize shortlisted entry for Mydin is the 3000<sup>th</sup> serial number entry.

The rounding formula will be performed if the number of entries arises the decimal value, the number will be rounded down to the nearest single digit number.

All shortlisted Qualified Grand Prize, Weekly First Prize and Consolation Weekly Prize entries will be

contacted via WhatsApp from the contest number **018-3181184** to answer a simple Contest Question.

Shortlisted Qualified Entries must reply and provide the correct answer within the stipulated time frame to be eligible to win the Prize. Failing which will result in forfeiture of the Prize and the next shortlisted Entry shall be selected as replacement. The Organiser will not be held liable in the event the shortlisted entries cannot be contacted for whatever reasons.

Upon receipt of the correct answer from the shortlisted Entries (“Qualified Winners”), Qualified Winners will be contacted via WhatsApp from the contest number **018-3181184** to notify them of the prizes they have won. The Organiser will not be held liable in the event the Qualified Winners cannot be contacted for whatever reasons.

**Prize  
Claim/Delivery  
Date**

1. All Contest prizes will be processed for delivery to the winners within six (6) to eight (8) weeks from the end of the Contest Period, 07 August 2022. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.
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.
3. Touch & go e-wallet Reload pin will be sent to the winners’ WhatsApp number submitted by the winners to the Organizer during Contest entry submission.
4. Usage of the ewallet Reload pin is subject to Touch’n Go Malaysia’s Terms & Conditions; <https://cdn-web.tngdigital.com.my/pdf/User-TC-updated-oct20.pdf>
5. The Organizer will not be held responsible if the Prize (**Touch ‘n GO e-Wallet** reload Pin) cannot be delivered or deployed to the winners due to any change or difference in the mobile contact number submitted by the winners to the Organizer during Contest entry submission.
6. The Grand Prize: **PERODUA Axia 1.0 GXtra** (Random Color) does not include car/vehicle registration fees, road tax, insurance and delivery fees.
7. The Organiser shall not be responsible and disclaim any and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes due to any other unforeseen circumstances beyond the Organiser’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.
8. The Organizer shall further not be responsible or liable for any loss or damage that may occur to the Prizes during the delivery process. Any other additional costs (i.e., travel expenses, transportation cost, duties and taxes) and/or other incidental expenses incurred or required to be incurred to accept, redeem and/or collect the Prizes shall be fully borne by the winners.

The Organiser shall not be held responsible should a winner fail to comply with the terms and requirements for Prize fulfilment.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.dearnestle.com.my/peraduan-jom-menang-bersama-nestle> 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”).*

By participating in the Contest, 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**

- 1.1 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.
- 2.4 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 contextual 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 "Jom Menang Bersama Nestlé" 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](http://www.nestle.com.my/info/privacy_notice).