



Nestlé®

Good food, Good life

IMPORTANT NOTICE: KOKO BIRTHDAY SING-ALONG CONTEST [“PROMOTION”]

CHANGES TO TERMS AND CONDITIONS

These changes [Version 1.1] to the Terms and Conditions [<https://www.dearnestle.com.my/KOKO-birthday-sing-along-contest>] in respect of the Promotion shall take effect immediately and shall prevail to the extent of any inconsistency with the Terms and Conditions.

3. <u>Extended Contest Period:</u>	The Contest starts at 00:00:00 on 01/06/2021 and has been extended to close at 23:59:59 on <u>31/08/2021</u> .
6. <u>Entry Deadline:</u>	<p>a. All Entries must be uploaded to their personal Facebook or Instagram on or before 23:59:59, <u>31/08/2021</u>.</p> <p>b. All Entries received outside the Contest Period will be automatically disqualified.</p>

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966)
2. <u>Contest:</u>	KOKO BIRTHDAY SING-ALONG CONTEST.
3. <u>Contest Period:</u>	The Contest starts at 00:00:00 on 01/06/2021 and closes at 23:59:59 on 31/07/2021.
4. <u>Eligibility:</u>	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 contest is also open to kids 6 years and above with the requirement that the submission was done by their parents or guardians. The Organiser shall reserve the right to request for evidence of identification documents.

<p>5. <u>Entry Submission Method:</u></p>	<p>To participate in the Contest, Participants are required to:</p> <ol style="list-style-type: none"> a. Download the ZAPPAR App from either Apple App Store or Google Play Store. b. Scan the QR code shown on the back of any NESTLÉ Breakfast Cereals Kids Large pack Birthday Edition [NESTLÉ KOKO KRUNCH 330g / NESTLÉ HONEY STARS 300g / NESTLÉ MILO 330g / NESTLÉ KOKO KRUNCH DUO 330g] to access the ZAPPAR App. c. Participant can create a video of themselves or create a video of their kids aged 6 years and above as at the start of the Contest Period. In the video, they may play a game and sing along with KOKO and/or create & sing their own version of the KOKO Song ["Video"]. d. Participants can choose to either submit their video via Facebook or Instagram. e. <u>FACEBOOK SUBMISSION:</u> To submit their entry ["Entry"] via Facebook, Participants must: <ol style="list-style-type: none"> i. Upload the Video on a Facebook social media account belonging to the Participant. Include a caption of a 'Birthday Wish to KOKO'. The complete caption must not be more than 20 words. Include the hashtags: #KOKOSINGCONTESTMY and #KOKOKRUNCHMY. ii. Set the Facebook Account to 'PUBLIC' mode. iii. Once video is uploaded on Facebook, Participants need to send a "Direct Message" to the Organiser's Facebook Page (https://facebook.com/NestleBreakfastCerealsMalaysia/) and provide in the message the details below accordingly. <u>Direct Message details:</u> <u>Submission by parents/guardian for kids age 6 years & above:</u> <ul style="list-style-type: none"> • Contest Name 'KOKO BIRTHDAY SING-ALONG CONTEST'; • PARENTS/GUARDIAN full name; • PARENTS/GUARDIAN identification number; • CHILD's full name; • CHILD's age and • Facebook account (belonging to the Parents/Guardian). <u>Submission for individuals age 18 & above:</u> <ul style="list-style-type: none"> • Contest Name 'KOKO BIRTHDAY SING-ALONG CONTEST'; • Participant's full name; • Participant's identification number; • Participant's age and • Facebook account (belonging to the Participant). f. <u>INSTAGRAM SUBMISSION:</u> To submit their entry ["Entry"] via Instagram, Participants must: <ol style="list-style-type: none"> i. Upload the Video on an Instagram social media account belonging to the Participant. Include a caption of a 'Birthday Wish to KOKO'. The complete
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caption must not be more than 20 words. Include the hashtags: #KOKOSINGCONTESTMY and #KOKOKRUNCHMY.

- ii. Set the Instagram Account to 'PUBLIC' mode.
- iii. Once video is uploaded on Instagram, Participants need to send a "Direct Message" to the Organiser's Facebook Page (<https://facebook.com/NestleBreakfastCerealsMalaysia/>) and provide in the message the details below accordingly.
- iv. Registration of video submission can only be done via Facebook. In the event the Participant does not have a Facebook account, the Participant will need to open a personal Facebook account in order to register. Video submission without Facebook registration will be disqualified. Both Instagram and Facebook accounts must be registered under the name of the Participant.

Direct Message details:

Submission by parents/guardian for kids age 6 years & above:

- Contest Name 'KOKO BIRTHDAY SING-ALONG CONTEST';
- PARENTS/GUARDIAN full name;
- PARENTS/GUARDIAN identification number;
- CHILD's full name;
- CHILD's age and
- Instagram account (belonging to the Parents/Guardian).

Direct Message submission for individuals age 18 & above:

- Contest Name 'KOKO BIRTHDAY SING-ALONG CONTEST';
- Participant's full name;
- Participant's identification number;
- Participant's age and
- Instagram account (belonging to the Participant).

- g. Participants must set the Facebook and/or Instagram Account to 'PUBLIC' mode from the time the video is uploaded/posted up till after the winners of the Contest have been announced.
- h. Participants may submit as many videos as they want during the Contest Period on either platforms but all videos uploaded by the Participants must be registered through the Participants' own personal Facebook accounts.
- i. Submissions and/or registration through non-personal Facebook or Instagram accounts are strictly not allowed and shall be automatically disqualified by the Organiser.
- j. The Organiser shall have the right to automatically disqualify Entries that do not comply with any of the conditions set out above.
- k. The Organiser shall have the absolute discretion to remove, delete and disqualify any entries that are improper/inappropriate which may include but not limited to submissions that contain any form of profanity or contents that invoke sensitivity, or contain products not manufactured or distributed by the

	<p>Organiser.</p> <p>I. The organiser shall have the exclusive right to use and publish the contents submitted by the Participants in the Promotion for publication purposes, without any further notice to the Participants.</p>
6. <u>Entry Deadline:</u>	<p>a. All Entries must be uploaded to their personal Facebook or Instagram on or before 23:59:59, 31/07/2021.</p> <p>b. All Entries received outside the Contest Period will be automatically disqualified.</p>
7. <u>Prizes:</u>	<p>Total of Prizes to be won throughout the Contest Period:</p> <p>a. Twenty [20] First Prizes which consists of one [1] HP Notebook [14s-dq1030tu] each.</p> <p>b. Fifty [50] Second Prizes which consists of one [1] SAMSUNG TAB A7 WIFI 10.4" [random colours] each.</p> <p>c. One hundred [100] Consolation Prizes which consists of one [1] KOKO T-Shirt each. T-shirt size will be based on the age of Participants, gender and availability of size.</p>
8. <u>Judging Criteria and Winner Selection:</u>	<p>a. The Organiser will select the Winners based on the following judging criteria:</p> <ol style="list-style-type: none"> i. Expression [30 points]. <ul style="list-style-type: none"> • Performance – how well they are able to express the meaning and the mood of the KOKO Song. • Choreography – how well they are able to use the entire space. ii. Showmanship [20 points]. <ul style="list-style-type: none"> • Show Design – effective use of outfit and style. • Entertainment Value –overall performance entertaining values. iii. New KOKO Song Lyrics [20 points]. <ul style="list-style-type: none"> • New Lyrics - how the lyrics are arranged and executed, difficulty and creativity. iv. Audio & Visual Quality [10 points]. <ul style="list-style-type: none"> • Good visual quality and audio quality. v. 'Happy Birthday Wish to KOKO' caption [20 points]. <ul style="list-style-type: none"> • Most original, relevant and quality content. <p>b. The top twenty [20] Participants with the highest score will each win the First Prize, the following fifty [50] Participants with the second highest scores will each win the Second Prize and the next one hundred [100] Participants with the third highest scores will each win the Consolation Prize.</p> <p>c. The Organiser's decision on all matters relating to the Contest judging and selection of Winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.</p>

	<p>d. Each Participant may throughout the Contest Period win one [1] Prize only regardless the number of videos submitted.</p>
<p>9. <u>Prizes Claim & Fulfilment Dater:</u></p>	<p>a. The Organiser will announce the Winners names via its NESTLÉ Breakfast Cereals Malaysia Facebook page within twenty [20] working days after the end of the Contest Period.</p> <p>b. The Organiser will contact all Winners via Facebook “Direct Message” only for verification and complete delivery address for prize fulfilment purposes. The Organiser shall not be held responsible for any failure in contacting the Winners.</p> <p>c. All prizes will be couriered to the Winners within 6 – 8 weeks from when the Winners’ announcement is made. The Organiser will notify all the winners via mail and/or WhatsApp on prizes delivery details and prizes terms and conditions set by the third-party suppliers. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the prizes.</p> <p>d. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.</p> <p>e. 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.</p> <p>f. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modifications to the Contest or Prizes or 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.</p> <p>g. The Organiser shall not be 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 prize shall be borne by the Winner at their own cost.</p>

This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at <https://www.dearnestle.com.my/KOKO-birthday-sing-along-contest>, collectively “Terms and Conditions”, and shall be binding on all participants who participate in this Contest (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

B. Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between 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.
- 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 The Organiser reserves the right to substitute any one of the prizes(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 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 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 Contest, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

10. Limitation of Liability

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

11. General

- 11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Contest and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.
- 11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Contest materials) in connection with this Contest, in particular 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 here under 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 Contest, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in www.NESTLÉ.com.my/info/privacy_notice.
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di www.NESTLÉ.com.my/info/privacy_notice.