



TERMS AND CONDITIONS

Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966].
2. <u>Promotion:</u>	Nestle Bonanza Peraduan Ulang Tahun Mydin ke-65
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 15/08/2022 and ends at 23:59:59 on 31/10/2022.
4. <u>Eligibility:</u>	The Promotion 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 Promotion Period. The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Entry Method:</u>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Twenty [RM20] of any participating Nestle products excluding the products below:</p> <ul style="list-style-type: none"> i. NESCAFÉ Dolce Gusto ii. NESCAFÉ Gold Barista iii. NESCAFÉ 500g iv. MILO 3.2kg v. MAGGI Catering Pack vi. LACTOGEN 1 & 2 vii. NAN 1 & 2 viii. NAN HA 1 & 2 ix. PURINA Petcare x. Nestlé Professional xi. Nestlé Health Science xii. STARBUCKS <p>as shown on the Promotion leaflet in a single receipt [“Receipt”] from any Mydin outlets during the Promotion Period.</p> <p>b. The Receipt can come in the form of printed and/or hand-written receipts from point-of-sale systems or tax invoices for online purchases. For online purchases, only valid tax invoices for orders placed on the Mydin official store are eligible. For online purchases with promotion codes and/or discount vouchers, only the final paid amount shown on the tax invoice will be accepted.</p> <p>c. The Receipt must bear the receipt number, name and/or logo of the outlet at which the purchase was made, and the required Products clearly stated</p>

["Receipt Details"]. If this is absent, the Receipt needs to be stamped with the official company stamp of the outlet at which the purchase is made.

d. Entries are allocated by the Organiser based on the purchase amount stated in the Receipt submitted ["Entry"]. For every Ringgit Malaysia Twenty [RM20], the Organiser will generate one [1] base Entry up to a maximum of twenty [20] base Entries. For example, a Receipt submitted with Ringgit Malaysia Fifty-Eight [RM58], will be divided by Ringgit Malaysia Twenty [RM20]. The qualifying Entry allocated will be Two [2], which is the round down to the nearest whole number of the result of the division.

e. Bonus Entry:

For every Ringgit Malaysia Sixty [RM60], 2 bonus Entries will be given. For example, for a Receipt submitted with Ringgit Malaysia One Hundred and Fifty [RM150], the qualifying standard entry allocated will be Seven [7], and the extra bonus Entry allocated will be Four [4], total qualifying Entries will be Eleven [11], which is the round down to the nearest whole number of the result of the division.

f. Illustrations of Standard Entry generation:

i. Illustration (1):

Receipt A	
Milo Powder 2kg	30.00
Koko Krunch Cereal 500g	12.00
Total product amount	RM42.00
Base entry	2
Bonus	None
Total QUALIFYING Entries	2

ii. Illustration (2):

Receipt B	
Maggi Hot Cup 6 cups x 2	16.50
Nestum 28g	20.50
Nescafe white coffee 36g	13.50
Total product amount	RM50.50
Base entry	2
Bonus	None
Total QUALIFYING Entries	2

g. Illustrations of BONUS Entry generation:

iii. Illustration (1):

Receipt A	
Omega Plus UHT 200ml x 24 packs	45.00
Milo Powder 2kg	30.00

Total product amount	RM75.00
Base entry	3
Bonus	2
Total QUALIFYING Entries	5

iv. Illustration (2):

Receipt B	
Milo UHT 125ml (10 x 4 Packs)	71.90
Chocolate Fitness Cereal Bar	28.40
Just Milk Full Cream 1000ml x 6	33.90
Total product amount	RM134.20
Base entry	6
Bonus	4
Total QUALIFYING Entries	10

i. The Promotion participation method is via WhatsApp only. Each Receipt is ONLY eligible for one [1] submission via WhatsApp. The Organiser shall reserve the right to disqualify any submission with reprinted Receipt and/or illegible receipt and/or duplicated Receipt and/or containing more than one [1] Receipt.

h. Entry participation steps:

i. Purchase any Nestle participating product.

ii. Write full name and NRIC on receipt.

iii. Scan QR code or enter <http://bit.ly/NestleBonanza> to participate in this Campaign.

iv. WhatsApp opens with pre-filled message "Welcome to Nestle Bonanza Peraduan Ulang Tahun Mydin Ke-65. Press send to join.". Press SEND to join.

v. Attach clear images of payment receipt ('Proof of Purchase') and purchased eligible product(s). One (1) receipt entitles for one (1) submission.

vi. After the submission has been successfully validated within 3 days, a thank you message will be sent via the same WhatsApp channel.

vii. Shortlisted winner will be contacted via WhatsApp to answer a skill-based question to win the prize.

i. The Organiser 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.

6. Entry Deadline: All Promotion submission(s) must be received by the Organiser on or before 23:59:59 on 31/10/2022. All Promotion submission(s) received outside the Promotion Period will automatically be disqualified.

7. Prizes: **Grand Prize and Second Prize**

	<p>a. There are two [2] Grand Prizes and four [4] Second Prizes to be won at the end of the Promotion.</p> <ul style="list-style-type: none"> i. The Grand Prizes consist of two units of [2] Thermomix TM6. ii. The Second Prizes consist of four [4] units of Dyson Pure Cool Air Purifier TPO0 <p>Weekly Third Prize and Consolation Prize</p> <p>b. There is a total of fifty-five [55] Weekly Third Prizes (five [5] Weekly Third Prizes to be won per week) and a total of one hundred and sixty-five [165] Weekly Consolation Prizes (fifteen [15] Weekly Consolation Prizes to be won per week) throughout the Promotion Period.</p> <p>c. The eleven [11] weekly periods are as below:</p> <ul style="list-style-type: none"> i. Week 1: 15/08 – 21/08/2022 ii. Week 2: 22/08 – 28/08/2022 iii. Week 3: 29/08 – 04/09/2022 iv. Week 4: 05/09 – 11/09/2022 v. Week 5: 12/09 – 18/09/2022 vi. Week 6: 19/09 – 25/09/2022 vii. Week 7: 26/09 – 02/10/2022 viii. Week 8: 03/10 – 09/10/2022 ix. Week 9: 10/10 – 16/10/2022 x. Week 10: 17/10 – 23/10/2022 xi. Week 11: 24/10 – 31/10/2022 <p>d. Each Participant can win a minimum one [1] Grand Prize or Second Prize and one [1] weekly Third Prize or weekly Consolation Prize throughout the Promotion Period.</p>
<p>8. <u>Judging Details – Grand Prizes and Second Prizes:</u></p>	<p>a. As part of the Winners selection process, the Organiser will allocate one [1] random serial number for each of the Entries generated according to clause 5(d) and approved by the Organiser to be a successful Entry at the end of the campaign, throughout the Promotion Period according to the Receipt submitted [each a “Qualified Entry” and collectively the “Qualified Entries”].</p> <p>b. These Qualified Entries will be arranged by the serial number in chronological order.</p> <p>c. For Grand Prizes, the total of Qualified Entries will be divided by two [2] to select winners. The Qualified Entry selected after division will be the closest lower whole number.</p> <p><u>Example:</u> If there are a total of three thousand and fifty [3050] Qualified Entries, the total Qualified Entries will be divided by two [2] and rounded to the closest lower whole number i.e., 1525. The 1525th and 3050th Qualified Entry will be the Shortlisted Grand Prize Winner.</p>

	<p>d. For Second Prizes, the total of Qualified Entries will be divided by four [4] to select winners. The Qualified Entry selected after division will be the closest lower whole number.</p> <p><u>Example:</u> If there are a total of three thousand and fifty [3050] Qualified Entries, the total Qualified Entries will be divided by four [4] and rounded to the closest lower whole number i.e., 762. The 762th, 1524th, 2286th and 3048th Qualified Entry will be the Shortlisted Second Prize Winner.</p> <p>e. In the event where the same participant is selected more than once, the first selection shall remain valid and the subsequent win will be nullified. Shortlisted winner will be chosen from the next subsequent qualified entry.</p> <p><u>Example:</u> If the 762th and 1524th Qualified Entry belong to the same participant, the 1524th Qualified Entry will be nullified and the 1525th Qualified Entry will take its place as the Shortlisted Winner.</p> <p><u>Shortlisted Winner</u></p> <p>f. The Organiser, by itself or through an appointed agency, will contact all Shortlisted Grand and Second Prizes Winners via WhatsApp at the mobile number from which the Organiser received in the Qualified Entries.</p> <p>g. Each Shortlisted winner will be given one [1] question to answer. The Shortlisted winner must answer the question asked by the Organiser correctly in order to win the Prize. Failure to answer correctly and/or failure to answer the question asked by the Organiser, or if the Organiser is unable to contact the participant in three [3] call attempts within three [3] days, 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 reason.</p> <p>h. Upon request, all Winners must provide their delivery address to the Organiser for prize fulfilment.</p>
<p><u>9. Judging Details - Weekly Third Prizes and Consolation Prizes:</u></p>	<p>a. As part of the Winners selection process, the Organiser will allocate one [1] random serial number for each of the Entries generated according to clause 5(d) and approved by the Organiser to be a successful Entry each week, throughout the Promotion Period according to the Receipt submitted [each a “Qualified Entry” and collectively the [“Qualified Entries”].</p> <p>b. These Qualified Entries will be arranged by the serial number in chronological order.</p> <p>c. For Third Prizes, the total of Qualified Entries will be divided by five [5] to select winners. The Qualified Entry selected after division will be the closest lower whole number.</p> <p><u>Example:</u></p>

If there are a total of three thousand and fifty [3050] Qualified Entries, the total Qualified Entries will be divided by five [5] and rounded to the closest lower whole number i.e., 610. Every 610th Qualified Entry will be selected as the Shortlisted Weekly Consolation Prize Winner. e.g. The 610th, 1220th, 1830th and onwards will be selected as the Shortlisted Third Prize Winner, up to a total of five [5].

- d. For Consolation Prizes, the total of Qualified Entries will be divided by fifteen [15] to select winners. The Qualified Entry selected after division will be the closest lower whole number.

Example:

If there are a total of three thousand and fifty [3050] Qualified Entries, the total Qualified Entries will be divided by fifteen [15] and rounded to the closest lower whole number i.e., 203. Every 203th Qualified Entry will be selected as the Shortlisted Weekly Consolation Prize Winner. e.g. The 203th, 406th, 609th and onwards will be selected as the Shortlisted Consolation Prize Winner, up to total of fifteen [15].

- e. In the event where the same participant is selected more than once, the first selection shall remain valid and the subsequent win will be nullified. Shortlisted Winner will be chosen from the next subsequent qualified entry.

Example:

If the 15th and 30th Qualified Entry belong to the same participant, the 30th Qualified Entry will be nullified and the 31st Qualified Entry will take its place as the Shortlisted Winner.

Shortlisted Winner

- e. The Organiser, by itself or through an appointed agency will contact all Shortlisted Weekly Third and Consolation Prize Winners via WhatsApp at the mobile number from which the Organiser received in the Qualified Entries.
- f. Each Shortlisted winner will be given one [1] question to answer. The Shortlisted winner must answer the question asked by the Organiser correctly in order to win the Prize. Failure to answer correctly and/or failure to answer the question asked by the Organiser, or if the Organiser is unable to contact the participant in 3 call attempts within three [3] days, 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 reason.
- g. Upon request, all Winners must provide their delivery address to the Organiser for prize fulfilment.

<p>10. <u>Additional Terms:</u></p>	<p>a. All prizes will be processed for delivery to the Winners within 6 – 8 weeks from Promotion end date 31/10/2022. The Organiser reserves the rights to extend the timelines and method of fulfilment stated under this clause at the discretion of the Organiser.</p> <p>b. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited. The Organiser reserves the right to substitute any prize for an alternative of equal or greater value.</p> <p>c. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Promotion 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>d. 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>
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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/bonanza-ulang-tahun-mydin-ke65> “Terms and Conditions”, and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

Consumer Services Contact No.: 1800 88 3433.

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 capitalised 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 Promotion Period, make Prize substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and

Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).

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

2. Promotion Entries

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

- 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 Promotion 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 Promotion by fraud, cheating or deception; and/or

- (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.
- 5.3. In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

6. Prizes

- 6.1. The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2. Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3. Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the 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 Promotion (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and promotion 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 Promotion 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 Promotion, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions,

10. Limitation of Liability

- 10.1. The Participant’s participation in the Promotion 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 Promotion, 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 Promotion 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 Promotion, in particular that relates to the Prize, are the properties of their respective owners. This Promotion 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 Promotion.
- 11.5. Where the Terms and Conditions of the Promotion 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 Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1. By participating in the Promotion, the Participant agrees to the processing of the Participant's Personal Data by the Organiser in accordance with the Privacy Notice in www.nestle.com.my/info/privacy_notice.
- 12.2. Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privay_notice bm](http://www.nestle.com.my/info/privay_notice_bm).