



Good food, Good life

Peraduan Nestlé Fiesta Bola

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Contest	Nestlé Fiesta Bola
Contest Period	The Contest starts at 00:00:00 on 17 th November 2022 and closes at 23:59:59 on 14 th December 2022.
Eligibility	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.
Entry Method	<p>WhatsApp Submission</p> <ol style="list-style-type: none">To participate in the Contest, purchase any NESTLÉ products (<i>EXCEPT FOR</i> NESCAFÉ Dolce Gusto; NESCAFÉ Gold Barista; LACTOGEN 1 & 2; NAN 1 & 2; NAN HA 1 & 2; Nestlé Professional; Nestlé Health Science, Dolce Gusto, and STARBUCKS) ("Products") worth a minimum of Ringgit Malaysia Twenty (RM20.00) ("Minimum Value") in a single receipt ("Proof of Purchase") within the Contest Period from any Lotus's stores or Lotus's official online platforms (official website and mobile application).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., Halimatul Bte Kassim, 570831-08-5600) to the Organiser's dedicated WhatsApp number 018-2200679 ("Entry"). Each Entry, once verified by the Organiser, will be assigned a running serial number.Shortlisted Entries selected based on the serial number selection method will be informed or contacted via WhatsApp from the contest number 018-2200679 to answer a simple Contest question. Refer to Judging Details for further information.The Organiser will send an acknowledgement report for each Entry received.For a Minimum Value of Ringgit Malaysia Twenty (RM20.00) in a single Proof of Purchase shall constitute as (1) one Entry; which one (1) serial number will be given automatically.Entries where the purchases exceed the Minimum Value in a single Proof of Purchase will automatically be given additional running serial numbers based on every subsequent Minimum Value fulfilled. For example:<ol style="list-style-type: none">For Proof of Purchase with a value of RM60 worth of participating Nestlé products, three (3) serial numbers will be given;For Proof of Purchase with a value of RM120 worth of participating Nestlé products, six (6) serial numbers will be given.Multiple entries by the same participant with different Proof of Purchase during the Contest Period is allowed in accordance with this terms and conditions.

	<p>8. The Organiser does not accept any alteration to the Proof of Purchase in any form. Official receipt from in-store or online store will be accepted as Proof of Purchase. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.</p> <p>9. 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.</p>
<p>Entry Deadline</p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 14th December 2022. Any Entry received outside the Contest Period shall be automatically disqualified.</p> <p>For the weekly submissions, Entries must be received by the Organiser on or before 23:59:59 of the last date of each Contest week as tabulated below:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Week 1 : 17 November 2022 – 23 November 2022 <input type="checkbox"/> Week 2 : 24 November 2022 – 30 November 2022 <input type="checkbox"/> Week 3 : 01 December 2022 – 07 December 2022 <input type="checkbox"/> Week 4 : 08 December 2022 –14 December 2022
<p>Judging Details</p>	<p>Verification of the Entry</p> <ol style="list-style-type: none"> 1. Clear snapshot of the Proof of Purchase indicating the Products, receipt number, date, purchase value, outlet name and location. 2. Validity of the purchase date. 3. No alteration of receipt in any form; store name and location, item purchased, prices and transaction date. 4. Handwritten receipt, purchase order and/or delivery note will not be accepted as Proof of Purchase. <p>Shortlisted Entries</p> <p>5. Once an Entry is verified, shortlisted winners will be selected based on the selection method below under “Prizes and Winner Selection”. The Organiser will contact the shortlisted winners via WhatsApp from the contest number 018-220 0679 and he/she is required to answer a simple contest question within two (2) days upon receiving the contest question via WhatsApp.</p> <p>Shortlisted winners must reply and provide the correct answer within two (2) days from receipt of the contest question to be eligible to win the prize failing which, will result in forfeiture of the winning prize and the Organiser may shortlist an alternate winner from among all remaining eligible Entries. The Organiser will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons and no further reference will be made to the shortlisted winners.</p> <p>6. Upon receipt of the correct answer from the shortlisted winners (“Qualified Winners”), Qualified Winners will be contacted via WhatsApp from the contest number 018-220 0679 to notify them of their winning and the Qualified Winners will be required to provide their delivery addresses as part of the prize fulfilment process. . The Organiser will not be held liable in the event the Qualified winners cannot be contacted for whatever reasons.</p>

Prizes and Winner Selection

Prizes

Weekly Grand Prize:

5 x Nintendo Switch OLED Game Console (Blue/Red) & FIFA 2023 Legacy Edition
(A total of 20 units of Nintendo Switch OLED Game Console & FIFA 2023 Legacy Edition)

Weekly Second Prize:

10 x Al-ikhsan Sports Voucher worth RM300 each
(A total of 40 units of Al-ikhsan Sports Voucher worth RM300 each)

Weekly Third Prize:

250 x Lotus's Voucher worth RM50 each
(A total of 1000 units Lotus's Voucher worth RM50 each)

The list of winners will be announced on the Organiser's website:
<https://www.dearnestle.com.my/nestle-fiستا-bola-contest-2022>

The announcement of winners will be as per below schedule:

- Week 1** : 07 December 2022
- Week 2** : 14 December 2022
- Week 3** : 21 December 2022
- Week 4** : 28 December 2022

Each participant is eligible to win a maximum of **one (1)** Prize only throughout the Contest Period:

- 1 x Weekly Grand Prize, or
- 1 x Weekly Second Prize, or
- 1 x Weekly Third Prize

WINNER SELECTION AND SHORTLISTING METHOD:

Weekly Grand Prize: 5 x Nintendo Switch OLED Game Console & FIFA 2023 Legacy Edition

There are five [5] x Nintendo Switch OLED Game Console & FIFA 2023 Legacy Edition to be won each week for four [4] consecutive weeks. In total, there are twenty [20] Weekly Grand Prizes to be won throughout the Contest Period.

As part of the Weekly Prize shortlisting entries' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout each Contest Week Period [each a "Qualified Weekly Entry" and collectively the "Qualified Weekly Entries"]. A set of serial numbers will be allocated for the Qualified Weekly Entries starting from serial number "1".

The serial numbers allocated to each Qualified Weekly Entry will be tabulated and added up to derive the total number of Qualified Weekly Entries ["Total Qualified Weekly Entries"]. Assuming the Total Qualified Weekly Entries received throughout the Contest Period is **1180**, the Organiser will compute and select the shortlisted winners based on the following example:

$$1,180 \div 5 = \underline{236} *$$

The first Weekly Grand Prize shortlisted entry is the **236*** serial number entry and subsequent serial numbers with the multiplication of 236.

Example of the shortlisted winning serial numbers; 236*, 472*, 708*, 944* and 1180*.

Total of **5 winners** will be selected for **EACH** Contest Week Period.

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

Weekly Second Prize: 10 x Al-ikhsan Sports Voucher worth RM300 each.

There are Ten [10] x Al-ikhsan Sports Voucher worth RM300 each to be won each week for four [4] consecutive weeks. In total, there are Forty [40] Weekly Second Prizes to be won throughout the Contest Period.

As part of the Weekly Second Prize shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout each Contest Week Period [each a "Qualified Weekly Entry" and collectively the "Qualified Weekly Entries"]. A set of serial numbers will be allocated for the Qualified Weekly Entries starting from serial number "1".

The serial numbers allocated to each Qualified Weekly Entry will be tabulated and added up to derive the total number of Qualified Weekly Entries ["Total Qualified Weekly Entries"] the subtraction of Weekly Grand Prize Winner's Entry/ies. Assuming the Total Qualified Weekly Entries received throughout the Contest Period is 1180, the Organiser will compute and select the shortlisted winners based on the following example:

Assuming Weekly Grand Prize winner's entries = *15 entries ;
 $1,180 - 15 = 1,165 \div 10 = \underline{116.5}^*$

The first Weekly Second Prize shortlisted entry is the 116* serial number entry and subsequent serial numbers with the multiplication of 116. Example of the shortlisted winning serial numbers; 116*, 232*, 348*, 464*, 580*, 696*, 812*, 928*, 1044* and 1160*.

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

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

Weekly Third Prize: 250 x Lotus's Voucher worth RM50 each.

There are Two Hundred Fifty [250] x Lotus's Voucher worth RM50 to be won each week for four [4] consecutive weeks. In total, there are One Thousand [1,000] Weekly Third Prizes to be won throughout the Contest Period.

As part of the Weekly Third Prize shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout each Contest Week Period [each a "Qualified Weekly Entry" and collectively the "Qualified Weekly Entries"]. A set of serial numbers will be allocated for the Qualified Weekly Entries starting from serial number "1".

The serial numbers allocated to each Qualified Weekly Entry will be tabulated and added up to derive the total number of Qualified Weekly Entries ["Total Qualified Weekly Entries"] the subtraction of Weekly Grand Prize and Weekly First Prize Winner's Entry/ies. Assuming the Total Qualified Weekly Entries received throughout the Contest Period is **1180**, the Organiser will compute and select the shortlisted winners based on the following example:

Assuming Weekly Grand Prize and Weekly First Prize winner's entries = *65 entries ;
 $1,180 - 65 = 1,115 \div 250 = \underline{4.4}^*$

	<p>The first Weekly Third Prize shortlisted entry is the 4* serial number entry and subsequent serial numbers with the multiplication of 4. Example of the shortlisted winning serial numbers; 4*, 8*, 12*, 16*, 20*, 24*, 28*, 32*, 36*, 40*, 44*, 48*, 52*, 56*, 60*, 64* and so forth .</p> <p>Total of 250 winners will be selected for EACH Contest Week Period.</p> <p>The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.</p>
<p>Prize Claim/Delivery Date</p>	<ol style="list-style-type: none"> 1. All Prizes will be processed for delivery to the winners within six (6) to eight (8) weeks from the Contest Period end date: 14th December 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. The Organiser excludes its responsibilities 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. 4. 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. 5. In the event there is a manufacturing defect, winner must return the prize to the Organiser at own cost, undamaged and in its original packaging for a replacement within 2 weeks from the delivery date of the Prize failing which the Prize will not be replaced. Organiser shall reserve the right at its absolute discretion to substitute any of the prizes shown with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.

This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.dearnestle.com.my/nestle-fiesta-bola-contest-2022> , 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”).

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 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 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 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 Participant.

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.

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 therefrom 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 Contestal materials) in connection with this Contest, 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 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 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 "**Peraduan Nestlé Fiesta Bola**" contest, the Participant agrees to the processing of the Participant's Personal Data by the Organiser in accordance with the Privacy Notice in https://www.nestle.com.my/info/privacy_notice
- 12.2 Dengan menyertai **Peraduan Nestlé Nestlé Fiesta Bola** , Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice