

Nestle Ice Cream Whatsapp & Menang Contest

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)							
Contest	Nestle Ice Cream Whatsapp & Menang Contest							
Contest Period	The Contest starts at 00:00:00 on 8 th September 2021 and closes at 23:59:59 on 19 th October 2021.							
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.							
Entry Method	<ol style="list-style-type: none"> To participate in the Contest, purchase any one or a mix of the participating Nestlé Ice Cream products listed in paragraph 4 below ("Products") worth a minimum of Ringgit Malaysia eight (RM8.00) ("Minimum Value") from any FamilyMart outlets or from MYFamilyMart Online Apps or Food Panda Apps ("Participating Online Platform") in a single receipt issued within the Contest Period ("Proof of Purchase"). Send a clear picture of the Proof of Purchase via WhatsApp application to 018-3200016 together with details of full name (as per MyKad), MyKad number & email address (if any) (e.g. <i>Didi Bin Along, 830118-10-1233, didie@gmail.com.my</i>) ("Entry"). Each Entry, once verified by the Organiser, will be assigned a running serial number. The Organiser will not send an acknowledgement report for each Entry. The list of participating Products: <table border="1" data-bbox="571 1514 1219 1993"> <tr><td>Nestle Milo Stick Frozen Conf 60ml</td></tr> <tr><td>Nestle Milo Frozen Cup 105ml</td></tr> <tr><td>Drumstick Chocolate Classic 110ml</td></tr> <tr><td>Drumstick Vanilla Classic 110ml</td></tr> <tr><td>Nestle Onde Onde Ice Cream 57ml</td></tr> <tr><td>Nestle Sundae Cup 145ml</td></tr> <tr><td>Nestle Oreo Cone 110ml</td></tr> </table> 	Nestle Milo Stick Frozen Conf 60ml	Nestle Milo Frozen Cup 105ml	Drumstick Chocolate Classic 110ml	Drumstick Vanilla Classic 110ml	Nestle Onde Onde Ice Cream 57ml	Nestle Sundae Cup 145ml	Nestle Oreo Cone 110ml
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<p>Entry Deadline</p>	<p>All Entry(ies) must be received by the Organiser on or before 23:59:59 on 19th October 2021. Any Entry received outside the Contest Period shall be automatically disqualified.</p> <p>For the weekly submission, the Organiser shall receive the submission of Entries on or before 23:59:59 of the last date of each Contest week as tabulated below.</p>									
<p>Judging details</p>	<p>Verification of the Entry</p>									

5. The Organiser will allocate one (1) serial number for each Entry submitted with the Proof of Purchase with the required Minimum Value.
6. Entries where the Purchase(s) exceed the Minimum Value in a single Proof of Purchase, those Entries will automatically be allocated additional running serial number(s) based on every subsequent Minimum Value fulfilled.
For example:
 - a) For Proof of Purchase with RM16 of Nestlé Ice cream participating products, two (2) serial numbers will be given.
 - b) For Proof of Purchase with RM32 of Nestlé Ice cream participating products, four (4) serial numbers will be given.
7. Multiple entry(ies) by the same participant with a different Proof of Purchase during the Contest Period are allowed PROVIDED THAT the Entries submitted fulfil the conditions set by out in these terms and conditions.
8. For online purchases, only a valid tax invoice receipt issued by the Participating Online Platform clearly indicating the order number, invoice number, purchased goods and amount paid are accepted.
9. The Organizer does not accept any alteration of Proof of Purchase in any form. Handwritten Tax Invoice Receipt, Purchase Order, and/or Delivery Note will not be accepted as Proof of Purchase.

	<p>The Organiser will verify the Entries received based on the following:</p> <ol style="list-style-type: none"> 1. Clear snapshot of the Proof of Purchase indicating the Products, receipt number, date, purchase value and outlet name. 2. Validity of the purchase date. 3. No alteration of receipt in any form; Store name, Item purchased, Prices and Transaction date. <p><u>Shortlisted Winners</u></p> <ol style="list-style-type: none"> 4. Once an Entry is verified, shortlisted winners selected based on the serial number selection method explained below will be informed or contacted via WhatsApp from the contest number 018-3200016 to answer a simple Contest Question. Shortlisted winners 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. The Organiser will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons. 5. Upon receipt of the correct answer from the shortlisted winners, the Organiser will further contact the shortlisted winners will via the same WhatsApp number 018-3200016 to request for delivery address as part of the prize fulfilment process. Failure to provide the details as per the above within the stipulated time frame will result in forfeiture of the prize. The Organiser will not be held liable in the event the Qualified winners cannot be contacted for whatever reasons. 6. Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners, as the case may be, the Organiser reserves the right to request for further evidence in the processing of the Entry including the original Proof of Purchase (hardcopy) including the identification documents for verification prior to the delivery of the Prizes. Failure to produce any of the foregoing documents within the stipulated timeframe will result in disqualification and forfeiture of the Prizes. 						
<p>Prizes</p>	<p><u>Contest Schedule</u></p> <p>A total 98 winning Entry(ies) will be selected per the following schedule:</p> <table border="1" data-bbox="464 1704 1273 1973"> <tr> <td>Week 1: 08-Sep-2021 to 14-Sep-2021</td> </tr> <tr> <td>Week 2: 15-Sep-2021 to 21-Sep-2021</td> </tr> <tr> <td>Week 3: 22-Sep-2021 to 28-Sep-2021</td> </tr> <tr> <td>Week 4: 29-Sep-2021 to 05-Oct-2021</td> </tr> <tr> <td>Week 5: 06-Oct-2021 to 12-Oct-2021</td> </tr> <tr> <td>Week 6: 13-Oct-2021 to 19-Oct-2021</td> </tr> </table>	Week 1: 08-Sep-2021 to 14-Sep-2021	Week 2: 15-Sep-2021 to 21-Sep-2021	Week 3: 22-Sep-2021 to 28-Sep-2021	Week 4: 29-Sep-2021 to 05-Oct-2021	Week 5: 06-Oct-2021 to 12-Oct-2021	Week 6: 13-Oct-2021 to 19-Oct-2021
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Each participant is eligible to win a maximum of two (2) prizes only, through separate Entry submissions, during the Contest Period:

- 1 x Weekly Consolation Prize and 1 x Grand Prize.
OR
- 1 x Weekly First Prize and 1 x Grand Prize.

The list of winners will also be announced on the Organizer's website 2 weeks after shortlisted participant has been contacted to answer the Contest Question.

<https://www.dearnestle.com.my/nestle-ice-cream-family-mart-contest>

PRIZES

Grand Prize - Winner Selection will be made within 1 week from the contest end date.

2 x Nintendo Switch™

The winner will be determined based on the serialized numbers of Qualified Entries received during the Contest Period (e.g., 5,500 serialized numbers) and thus dividing with 2, for example, $5,500 \div 2 = 2750^*$.

The Grand Prize winner is the 2750th serial number entry and subsequent serial numbers with the multiplication of 2750.

Total of 2 winners will be selected throughout the Contest Period for – example of winning serial number 2,750* and 5,500. The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

First Prize – Winner Selection will be made within 1 week from the contest end date.

6 x Branded Sport Store Gift Card worth RM200

The winner will be determined based on the serialized numbers of Qualified Entries received during the Promotion (e.g., 5,500 serialized numbers), *minus out total number of Grand prize winner's entries, thus dividing with 6, for example.*

assuming Grand Prize winner total entry 350

$5,500 - 350 \div 6 = 858.33^*$

(The multiplication number in this case is 858)

Entry bearing the serial number **858th *** will be selected as the first winner and subsequent serial number bearing **858th *** (*computation example: 858, 858+858=1716).

A total of 6 winners will be selected.

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 - Selection will be made on weekly basis.

	<p>16 x RM50 Touch n Go e-wallet reload pin (valid for 1 year from 8th September 2021 (x 6 weeks)</p> <p>The winner will be determined based on the serialized numbers of Qualified Entries received during the Promotion week (e.g.; 500 serialized numbers), <i>thus dividing with 16, for example;</i> $\underline{500 \div 16 = 31.25^*}$ (The multiplication number in this case is 31) Entry bearing the serial number 31st * will be selected as the first winner and subsequent serial number bearing 31st * (*computation example: 31, 31+31=62) .</p> <p>A total of 16 winners will be selected every week.</p> <p>The rounding formula will be performed if the weekly number of entries arises the decimal value, the number will be rounded to the nearest single digit number.</p> <p>All selected shortlisted winners will be informed via WhatsApp to the contact number which the Organiser received in the Qualified Entries to answer a simple Contest Question correctly within a stipulated time frame to be eligible to win the prize.</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 after the Contest end date; on 19th October 2021. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. 2) The Organizer 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. 3) 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. 4) 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/> 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 **Nestle Ice Cream Whatsapp & Menang Contest**, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in https://www.nestle.com.my/info/privacy_notice

12.2 Dengan menyertai Peraduan **Nestle Ice Cream Whatsapp & Menang Contest**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice