



Nestlé

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TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Contest	Peraduan Khasiat Berganda Enak Beraya
Contest Period	The Contest starts at 00:00:00 on 14 th March 2022 and closes at 23:59:59 on 15 th May 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>a. Participants are required to submit their entries via WhatsApp. Facebook or Instagram posting is mandatory.</p> <p>b. To submit their Entries, participants are required to:</p> <p>Step 1: Purchase any one of the participating NESTUM, Nestlé Gold Cornflakes OR Nestlé Gold Honey Flakes products as listed in paragraph e below (“Products”) in a single receipt (“Proof of Purchase”) from any LOTUS’S outlets (offline & online) within the Contest Period.</p> <p>Step 2: Prepare “Kuih Raya” incorporating use of any Product(s) as one of the main ingredients. Originality, good presentation and easy preparation of the recipe will contribute to judging marking. Bonus points will also be given if the recipe uses both NESTUM and Nestlé Gold Cornflakes/ Nestlé Gold Honey Flakes. Participants are free to add other ingredients to the dish.</p> <p>Step 3: Take a creative photo of the final “Kuih Raya” together with the purchased Product pack in the shot. Static image and GIF entries only, no videos accepted.</p> <p>Step 4: Upload the photo onto personal Facebook/ Instagram with the hashtag #KhasiatBergandaEnakBeraya and the ingredients and preparation steps in the caption.</p> <p>Step 5: Send the Social Media posting link together with a clear picture of the Proof of Purchase and the full name and identification number as per the details in the participant’s MyKad (e.g., Johan Bin Bakar, 960418 – 10 – 5673) to the Organiser’s dedicated WhatsApp number 018-2100848 (“Entry”)</p> <p>c. All photos uploaded by the Participants must be through the participants’ own personal Facebook or Instagram accounts. Submissions through non-personal Facebook or Instagram accounts are strictly not allowed and shall be rejected by the Organiser.</p> <p>d. Ensure that the Facebook or Instagram account is set to ‘PUBLIC’ mode from the time the photo is uploaded / posted until after the winners of the Contest have been announced.</p> <p>e. The list of participating products are:</p> <ul style="list-style-type: none">✓ Nestlé Gold Cornflakes Econo 500g✓ Nestlé Gold Cornflakes 275g✓ Nestlé Gold Cornflakes 275g Free 50g✓ Nestlé Gold Honey Flakes 370g✓ Nestlé Gold Crunchy Oat Granola 315g

	<ul style="list-style-type: none"> ✓ NESTUM 3in1 Original (15 packets, 17 packets) ✓ NESTUM 3in1 Oat (15 packets, 17 packets) ✓ NESTUM 3in1 Honey (15 packets, 17 packets) ✓ NESTUM 3in1 Chocolate (15 packets, 17 packets) ✓ NESTUM 3in1 Kurma & Prun 10 packets ✓ NESTUM 3in1 Brown Rice 10 packets ✓ NESTUM 3in1 Purple Sweet Potato & Taro 10 packets ✓ NESTUM All Family Cereal Original (500g, 550g) ✓ NESTUM All Family Cereal Honey 500g <p>f. Participants may submit more than one [1] entry throughout the Contest Period as long as each entry is with a unique valid receipt (“Proof of Purchase”). If the same Proof of Purchase is used for submission on Facebook and Instagram, the submission will be counted as one entry.</p> <p>g. The Organiser will not send an acknowledgement report for each Entry.</p> <p>h. The Organiser does not accept any alteration of Proof of Purchase in any form. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.</p> <p>i. The Organiser shall have the right to automatically disqualify entries that do not comply with any of the conditions set out in the Terms & Conditions.</p> <p>j. 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.</p> <p>k. The Organiser shall have the exclusive right to use and publish the contents submitted by the Participants for publication purposes, without any further notice to the Participants.</p> <p>l. 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>
Entry Deadline	<p>All Entry(ies) must be received by the Organiser on or before 23:59:59 on 15th May 2022. 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> <ul style="list-style-type: none"> <input type="checkbox"/> Week 1 : 14 March 2022 – 20 March 2022 <input type="checkbox"/> Week 2 : 21 March 2022 – 27 March 2022 <input type="checkbox"/> Week 3 : 28 March 2022 – 03 April 2022 <input type="checkbox"/> Week 4 : 04 April 2022 – 10 April 2022 <input type="checkbox"/> Week 5 : 11 April 2022 – 17 April 2022 <input type="checkbox"/> Week 6 : 18 April 2022 – 24 April 2022 <input type="checkbox"/> Week 7 : 25 April 2022 – 01 May 2022

	<input type="checkbox"/> Week 8 : 02 May 2022 – 08 May 2022 <input type="checkbox"/> Week 9 : 09 May 2022 – 15 May 2022
Verification of Entries	<p>The Organiser will verify the Entries received based on the following:</p> <ul style="list-style-type: none"> • Clear snapshot of the Proof of Purchase indicating the Products, receipt number, date, purchase value, outlet name and outlet location. • No alteration of receipt in any form; store name, items purchased, prices and transaction date • Handwritten receipts, purchase orders, delivery notes will not be accepted as Proof of Purchase for the Contest. • Validity of the purchase date • All required details and purchase requirement fulfilled • Facebook or Instagram account is set to 'PUBLIC' mode from the time the photo is uploaded / posted until after the winners of the Contest have been announced. • Social Media posting link provided in the submission • Photo uploaded with the hashtag #KhasiatBergandaEnakBeraya and the ingredients and preparation steps in the caption. • To accept static image and GIF entries only, no videos. • The Photo and Recipe must not be lewd, obscene, disparaging, defamatory or otherwise inappropriate, offensive or objectionable, as determined by the judges and/or Organiser in their sole and absolute discretion. Any such entries will be automatically disqualified. • Photo(s) SHOULD NOT CONTAIN or FEATURE any children below 12 months old. Any such entries will be disqualified.
Prizes and Winner Selection	<p>The Prizes to be won throughout the Contest Period are as follows:</p> <p>Grand Prize 5x Panasonic NU-SC300 Convection Cubie Oven 30L (Black colour)</p> <p>Weekly Prize 10 winners x RM50 LOTUS'S Voucher x 9 weeks. Subject to such terms & conditions and validity period as stated on the voucher.</p> <p>(A total of 90x RM50 LOTUS'S Vouchers to be won throughout the Contest Period)</p> <p>The list of winners will be announced on the Organiser's official website https://www.dearnestle.com.my/peraduan-khasiat-berganda-enak-beraya</p> <p>The announcement of winners will be as per below schedule:</p> <p>Week 1 Weekly Winners : 30 March 2022 Week 2 Weekly Winners : 06 April 2022 Week 3 Weekly Winners : 13 April 2022 Week 4 Weekly Winners : 21 April 2022 Week 5 Weekly Winners : 28 April 2022 Week 6 Weekly Winners : 09 May 2022 Week 7 Weekly Winners : 17 May 2022 Week 8 Weekly Winners : 19 May 2022 Week 9 Weekly Winners : 26 May 2022 Grand Prize : 30 May 2022</p> <p>Each participant is eligible to win a maximum of two (2) Prizes only throughout the Contest Period:</p> <ul style="list-style-type: none"> • 1 x Weekly Prize and 1 x Grand Prize

WINNER SELECTION AND SHORTLISTING METHOD: WEEKLY PRIZE

Weekly Prize: 10 x RM50 Lotus's voucher / Week

There are ten [10] x RM50 Lotus's voucher to be won each week for nine [9] consecutive weeks. In total, there are ninety [90] Weekly 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".

Each week 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 for the week is **818**, the Organiser will compute and select the shortlisted entries based on the following example:

$$818 \div 10 = 81.8^*$$

The Weekly Prize shortlisted entry is the 81* serial number entry and subsequent serial numbers with the multiplication of 81.

Example of the shortlisted winning serial numbers; 81*, 162*, 243*, 324*, 405*, 486*, and so forth.

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

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

Weekly shortlisted winners selected based on the serial number selection method above will be informed or contacted via WhatsApp from the contest number **018-2100848** to answer a simple Contest Question.

Weekly shortlisted entries must reply and provide the correct answer within two days from the Contest Question Notification 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 entries cannot be contacted for whatever reasons.

WINNER SELECTION AND SHORTLISTING METHOD: GRAND PRIZE

Grand Prize: 5x Panasonic NU-SC300 Convection Cubie Oven 30L

As part of the Grand Prize shortlisting entries' selection process, a panel of judges will evaluate **each Entry received and approved** by the Organiser throughout the Contest Period based on the following:

- a) Recipe Originality/ Creativity (30%) - Is the recipe an original idea? Does it have a twist that makes it unique?
- b) Presentation/ Visual Appeal (30%) - Does the final product look appetising? Is it plated and presented well?

	<p>c) Easy Preparation/ Appealing to Recreate (30%) - Is it easy to prepare? Are the preparation steps easy to follow? Will home cooks be inspired to try it?</p> <p>d) Bonus Points for using both NESTUM and Nestlé Gold Cornflakes/ Nestlé Gold Honey Flakes (10%)</p> <p>Entry(ies) with the highest score will be selected and shortlisted as winners based on the Prize Tiers (“Shortlisted Grand Prize Winners”) e.g.:</p> <ul style="list-style-type: none"> • Top 5x Highest Scores: Grand Prize Winners (5 Winners) <p>The Organiser will contact shortlisted Grand Prize Winners via WhatsApp from the contest number 018-2100848 to collect delivery address as part of the Prize fulfilment process.</p> <p>The Organiser will not be held liable in the event the winners cannot be contacted for whatever reasons.</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; 15th May 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. In the event there is a manufacturing defect in and to the Prize won, winners must return the Prize to the Organiser at their own cost, undamaged and in its original packaging for a replacement within 2 weeks from the delivery date of the Prize, failing which the defective Prize will not be replaced. 4. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Contest or Prizes or due to any other unforeseen circumstances beyond the Organizer’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. 5. The Organizer shall not be held 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 Prizes and/or replacement Prizes shall be borne by the winners at their own cost. 6. The Organiser reserves its right at its absolute discretion to substitute any of the Prize won 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/peraduan-khasiat-berganda-enak-beraya> 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, Purina Petcare (Malaysia) Sdn. Bhd., 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 “**NESTUM KHASIAT BERGANDA ENAK BERAYA**” 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 **NESTUM KHASIAT BERGANDA ENAK BERAYA**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice