











Good food, Good life

NUTREN UNTUK DIABETIK® Beli, Tebus & Menang Promotion 2022

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

<u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966] [“the Organiser”].							
<u>Promotion:</u>	NUTREN UNTUK DIABETIK Beli, Tebus & Menang Promotion 2022 [“Promotion”].							
<u>Promotion Period:</u>	The Promotion starts at 10:00 on 21/11/2022 and closes at 22:00 on 31/01/2023.							
<u>Eligibility:</u>	The Promotion is open to all individual legal residents of Malaysia (aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia respectively. The Organiser shall reserve the right to request for evidence of identification documents.							
<u>Purchase Redemption Method:</u>	<ol style="list-style-type: none"> Purchase the participating NUTREN UNTUK DIABETIK products [“Participating Products”] (as listed in paragraph (a.) below) in a single receipt. Collect official entry form(s) & official receipt [“Receipt”] from participating outlets as indicated in Appendix 1 hereto while meeting the receipt requirements (as elaborated under paragraph (c.) below) and meeting purchase mechanics for the redemption of the Touch n Go e-Wallet reload PINs under the campaign. <ol style="list-style-type: none"> Please refer to the information below for the list of Participating Products: <table border="1" data-bbox="446 1377 1500 1780"> <thead> <tr> <th>No.</th> <th>Product Name</th> <th>Product Image</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>NUTREN UNTUK DIABETIK 800g (Manufactured by Konolfingen, Switzerland)</td> <td></td> </tr> </tbody> </table>		No.	Product Name	Product Image	1	NUTREN UNTUK DIABETIK 800g (Manufactured by Konolfingen, Switzerland)	
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	2	NUTREN UNTUK DIABETIK 800g (Manufactured by Ostofen, Germany)	
	3	NUTREN UNTUK DIABETIK 800g Twin Pack FOC 400g	
	4	NUTREN UNTUK DIABETIK 800g Twin Pack Save RM8	
	5	NUTREN UNTUK DIABETIK 800g Twin Pack Save RM10	
	3	NUTREN GlucoSmart 14 x 28g (When purchased along with at least 1 can of of NUTREN UNTUK DIABETIK 800g)	

b. The Organiser will distribute entry forms to participating outlets nationwide.

c. Official receipts ["Receipt"] that qualify for redemption are ONLY eligible to those that meet these requirements:



- The Receipt has to be in the form of printed receipts from Point of Sale systems of the participating outlets – duplicate receipts are NOT allowed.
- The Receipt must bear the Participating Products purchase, date of purchase, purchase amount, receipt number and name and/or logo of the outlet at which the purchase was made ["Receipt Details"]. If this is absent, the Receipt needs to be stamped with the official company stamp of the In-Store outlets.
- All entries must also be accompanied with an official and original serialised entry form
- Receipt date must be within the Promotion Period (21st November 2022 – 31st January 2023).

3. Fill up all the required details on the entry form (Date of purchase & Pharmacy Outlet Name), take a clear and legible picture of the receipt and form(s) and send those pictures to 016-673 6390 via Whatsapp ONLY.

4. Once submitted, participant will receive a 'thank you for participating' message and they will receive their Touch n Go e-Wallet reload PIN(s) within 5 working days if their entry meets all participation requirements.













Purchase Redemption Prizes & Rules


1. The value of Touch n Go e-Wallet reload PIN one is eligible to redeem is dependent on the purchase made at the participating outlets, as outlined in the table below

Purchase Mechanic	Redemption	Perceived Value	Photo
Purchase 1 can of NUTREN UNTUK DIABETIK 800g in a single receipt from participating outlets during the Promotion Period	1 unit RM5 Touch n Go e-Wallet Reload PIN (Soft PIN)	Worth RM 5	
Purchase 3 cans of NUTREN UNTUK DIABETIK 800g in a single receipt from participating outlets during the Promotion Period	1 unit RM30 Touch n Go e-Wallet Reload PIN (Soft PIN)	Worth RM 30	

2. When 3 cans or more of NUTREN UNTUK DIABETIK 800g is purchased in a single receipt from participating outlets during the Promotion Period, it supersedes the RM5 Touch n Go e-Wallet Reload PIN redemption meant for 1 can purchase.

3. Each entry form entitles the participant to 1 redemption, either one [1] x RM5 or one [1] x RM30 TnG PIN redemption. If more than three [3] cans are purchased in a single receipt, it must be

	<p>accompanied with corresponding number of forms in order to qualify for more than one [1] redemption failing which the excess purchase will be forfeited.</p> <p>4. Purchase of NUTREN GlucoSmart does <u>NOT</u> qualify for any form of Tier 1 redemption (Touch n Go e-Wallet reload PIN). It only qualifies for Tier 2 contest entry WHEN the NUTREN GlucoSmart is purchased along with at least one (1) can of NUTREN UNTUK DIABETIK 800g from participating outlets during the duration of the promotion.</p> <p>5. There is only one [1] method of redemption available for this campaign: submission via WhatsApp to dedicated mobile number +6016-673 6390.</p> <p>6. All entries that do not meet the participation requirements stated herein shall be disqualified by the Organiser.</p>																				
<p>Contest Method</p>	<p>1. Successful redemption submissions are automatically entered for contest participation</p> <table border="1" data-bbox="411 797 1465 902"> <thead> <tr> <th>Participating products</th> <th>No of contest entry</th> </tr> </thead> <tbody> <tr> <td>NUTREN UNTUK DIABETIK 800g x1</td> <td>2 entries</td> </tr> <tr> <td>NUTREN GlucoSmart 14x2g x1</td> <td>1 entry</td> </tr> </tbody> </table> <p>2. The Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Promotion Period [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “10001”.</p>	Participating products	No of contest entry	NUTREN UNTUK DIABETIK 800g x1	2 entries	NUTREN GlucoSmart 14x2g x1	1 entry														
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	<p>5 x Consolation Prize</p>	<p>RM100 Touch n Go e-Wallet reload PIN</p>	<p>RM100</p>		
<p>2. Images of prizes attached are for illustration purposes only and colour may vary. The Organiser reserve the rights to replace all or any of the prizes with similar valued items or products in the event the original items or products are not available without any prior notice.</p> <p>3. All Touch n Go e-Wallet Reload PINs & prizes are provided on an “as is” basis and are not exchangeable for credit, other items or voucher in part or in full. The Touch n Go e-Wallet Reload PINs & prizes shall be used entirely at the risk of the Participant and the Organiser, its agent, sponsor, representatives or third party excludes all warranties and liabilities in connection with the Touch n Go e-Wallet Reload PINs & prizes to the fullest extent permitted by law. Touch’ n Go eWallet Reload PIN usage is subject to Touch’ n Go Terms & Conditions https://www.touchngo.com.my/assets/pdf/user-tnc.pdf</p> <p>4. In the event there is a manufacturing defect, winner must return the prize to the Organiser at own costs, 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</p>					
<p><u>Winner Selection</u></p> <p>1. As part of the winner selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Contest Period [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”</p> <p>2. The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”].</p> <p>3. The Total Qualified Entries received throughout the Contest Period is divided by the number of prizes for each category in order to determine the shortlisted winning serial numbers for each category.</p> <p>4. Assuming the Total Qualified Entries received throughout the Contest Period is 10,000, the Organiser will compute and select the shortlisted winning serial numbers based on the following example</p> <p>Example:</p> <p>5 x Consolation Prize Winners</p> <ul style="list-style-type: none"> • $10,000 \div 5 = 2,000$ • The first Consolation Prize shortlisted winning serial number is the 2,000th serial number entry and subsequent serial numbers with the multiplication of 2,000 , • Example of the shortlisted winning serial numbers : 2,000*, 4,000*, 6,000* , 8,000* and 10,000, • Total of 5 winners will be selected throughout the Contest Period. <p>• 3rd Prize Winners</p> <ul style="list-style-type: none"> • The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”) the subtraction of 					

	<p>Consolation Prize Entry/ ies. Assuming the Total Qualified Entries received throughout the Contest Period is 10,000, the Organiser will compute and select the shortlisted winning serial numbers based on the following example:</p> <ul style="list-style-type: none"> • $10,000 - 5 = 9,995 \div 4 = \underline{2,487.8^*}$ • The first 3rd Prize shortlisted entry is the 2,487* serial number entry and subsequent serial numbers with the multiplication of 2,487. Example of the shortlisted winning serial numbers; 2,487*, 4,974*, 7,461*, 9,948* and 9,948* <ul style="list-style-type: none"> • 2nd Prize Winners <ul style="list-style-type: none"> • The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”) the subtraction of Consolation and 3rd Prize Entry/ ies. Assuming the Total Qualified Entries received throughout the Contest Period is 10,000, the Organiser will compute and select the shortlisted winning serial numbers based on the following example: • $10,000 - 9 = 9,991 \div 3 = \underline{3,330.3^*}$ • The first 2nd Prize shortlisted entry is the 3,330* serial number entry and subsequent serial numbers with the multiplication of 3,330. Example of the shortlisted winning serial numbers; 3,330*, 6,660* and 9,990* • <u>1st and Grand Prize Winners</u> <ul style="list-style-type: none"> • The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”) the subtraction of Consolation and 3rd Prize Entry/ ies. Assuming the Total Qualified Entries received throughout the Contest Period is 10,000, the Organiser will compute and select the shortlisted winning serial numbers based on the following example: • $10,000 - 12 = 9,988 \div 3 = \underline{3,329.3^*}$ • The first 1st Prize shortlisted entry is the 3,329* serial number entry and subsequent serial numbers with the multiplication of 3,329. Example of the shortlisted winning serial numbers; 3,329*, 6,658* and the Grand Prize Winner is 9,987* <p>5. Total of 15 winners will be selected throughout the Contest Period.</p> <p>6. 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>7. Shortlisted entries selected based on the serial number selection method above will be informed or contacted via WhatsApp from the contest number +6016-673 6390 to answer a simple Contest Question.</p> <p>8. Shortlisted entries must reply and provide the correct answer within two (2) 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.</p> <p>9. Upon receipt of the correct answer from the shortlisted entries, Qualified Entrants will be contacted via WhatsApp from the contest number +6016-673 6390 to notify them they are in the running to win a prize and the Qualified Entrants will be required to provide their full name as per identity card, identity card number & their delivery address as part of the prize fulfilment process. Winners will be contacted 5 times over the span of 3 days. If they fail to respond by then, the Organiser may shortlist an alternate entry from among all remaining eligible Entries. The Organiser will not be held liable in the event the Qualified Entrant cannot be contacted for whatever reasons and no further reference will be made to the shortlisted entry.</p>
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	<p>10. There will be winner’s announcement at Dear Nestlé® website; https://www.dearnestle.com.my/bm/nutren-untuk-diabetik-contest.</p> <p>11. All Prizes will be processed for delivery to the winners within six (6) to eight (8) weeks from the Contest Period end date: 31st January 2023. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>12. 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.</p> <p>13. 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>
<p><u>Deadline for Redemption:</u></p>	<p>All submissions must be received by the Organiser on or before 22:00 on 31/01/2023 through Whatsapp via the contest dedicated number +6016-673 6390</p> <p>Any submissions received outside of the Promotion Period will be automatically disqualified.</p>
<p><u>Additional Terms</u></p>	<p>All Prizes must be taken according to the terms and conditions of the Organizer’s, its agent, sponsor, representatives or third party providing the Premiums, as applicable.</p>

APPENDIX – PARTICIPATING OUTLET LIST

Region	Pharmacy Name
Chain Pharmacy	BIG Pharmacy (100 stores)
Chain Pharmacy	AA Pharmacy (65 stores)
Pen Malaysia	Alpro Pharmacy (77 stores)
East Malaysia	Alpro Pharmacy (23 stores)
Chain Pharmacy	Multicare Pharmacy (50 stores)
Chain Pharmacy	Healthlane Pharmacy (100 stores)
North	RXWELL MEDS PHARMACY
North	MU PHARMACY PLT
North	WB HEALTH AND BEAUTY
North	HEALTH PATH SDN BHD
North	MEGA KULIM PHARMACY SDN BHD
North	REALCARE PHARMACY
North	AMAZINGLIFE PHARMACY
North	DAMAI PHARMACY
North	VECARE PHARMACY
North	LEO PHARMACY
North	HEALTHY HEALTHY PHARMACY
North	JION PHARMACY
North	HAN'S PHARMACY
North	BERRY PHARMACY
North	SRI RAMBAI PHARMACY
North	PURE PHRAMACY
North	MEDS & VITS PHARMACY
North	Wellings pharmacy mansion
North	SIANG PHARMACY
North	PILLHOUSE PHARMACY
North	NUTRICIENT PHARMACY
Perak	ICARE PHARMACY
Perak	I-HEALTH BERCHAM
Perak	YIN ONN SDN BND
Perak	E.V CARE SG.BESAR
Perak	HOOIT MART
Perak	Unicare Pharmacy
Perak	Sejati Pharmacy
Perak	FARMASI C S (STATION 18)
Perak	VISION PHARMACY
Perak	H-POINT PHARMACY
Perak	FARMASI NAJWA
East Coast	Lau & Tan Pharmacy
East Coast	Pharmacy U.N.I Dungun
East Coast	FARMASI KUALA NERUS
East Coast	FARMASI PASIR PANJANG
East Coast	FARMASI CHABANG TIGA (PASIR PANJANG BRANCH)
East Coast	FARMASI FAJR

East Coast	LO GB PHARMACY
East Coast	LIM MEDICAL SUPPLIES
East Coast	NAZEN MEDICARE SDN BHD
East Coast	FARMASI EHSAN SDN BHD
East Coast	AL HIJRAH PHARMACY
Pahang	Mercury Pharmacy
Klang Valley	Firstcare Pharmacy
Klang Valley	Eden Pharmacy
Klang Valley	Vcare Pharmacy
Klang Valley	Life Care Pharmacy
Klang Valley	Medplus Pharmacy
Klang Valley	Alive Pharmacy
Klang Valley	Cole Pharmacy
Klang Valley	CareWell Puchong
Klang Valley	Kim Chuan Pharmacy
Klang Valley	BARGAIN BASE SDN BHD
Klang Valley	ALPHA TECH BAY SDN BHD
Klang Valley	FARMASI SERI PETALING
Klang Valley	VALLEY PHARMACY
Klang Valley	IRISPHARM VENTURES
Klang Valley	FRIEND PHARMACY SHAH ALAM
Klang Valley	YOU PHAMRMACY
Klang Valley	GREAT PHARMACY (OK PHARMACY)
Klang Valley	UNICARE PHARMACY
Klang Valley	BE PHARMACY SUBANG PERDANA
Klang Valley	GOODLIFE PHARMACY
Klang Valley	MYCITYHEALTH
Klang Valley	BEMED PHARMA
Klang Valley	FARMASI PARKCITY
Klang Valley	GREENLANE PHARMACY
Klang Valley	OMNICARE FARMASI
Klang Valley	R PHARMACY
Klang Valley	STARCARE
Klang Valley	AXILON PHARMACY
Klang Valley	Juzcare Pharmacy
Klang Valley	SERVICARE PHARMACY
Klang Valley	One Med Pharmacy
Klang Valley	M Care Pharmacy
Klang Valley	Sri Mulia Pharmacy
Klang Valley	Goodmedic Pharmacy
Klang Valley	Nice Pharmacy
Klang Valley	Earth Green Pharmacy
Klang Valley	VIVA Pharmacy
Klang Valley	FARMASI BAHAGIA
Klang Valley	PHARMA PLUS PHARMACY
Klang Valley	SERVICARE PHARMACY
Klang Valley	FARMASI LIM

Klang Valley	BIG Pharmacy
Klang Valley	Healthlane Pharmacy
South	EMONVOX PHARMACY
South	STRAITS PHARMACY
South	FARMASI LIMBONGAN
South	HOME-CARE PHARMACY
South	PERNIAGAAN YONG KANG
South	ALPRO PHARMACY
South	STRAITS PHARMACY
South	CHEM CITY PHARMACY
South	FARMASI ALANG
South	FARMASI SURIA-SEREMBAN
South	AMPM Pharmacy
South	Farmasi Pontian
South	SV Prohealth
South	Bahau pharmacy
South	Life Care Pharmacy
South	Thetacare pharmacy
South	FARMASI Murni
South	MORNING PHARMACY
South	FARMASI SRI LEDANG
South	CAREMART PHARMACY
Sabah	i care pharmacy
Sabah	SUNLIGHT PHARMACY (SABAH)
Sabah	My Home Pharmacy
Sabah	PMG Pharmacy
Sabah	Medicare Pharmacy
Sarawak	SUNLIGHT PHARMACY (SARAWAK)
Sarawak	SHINE PHARMACY
Sarawak	ANTARES PHARMA
Sarawak	SEKAMA PHARMACY
Sarawak	GREATHEALTH PHARMACY

This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at https://www.nestle.com.my/info/privacy_notice, collectively “**Terms and Conditions**” <https://www.dearnestle.com.my/nutren-untuk-diabetik-contest> and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

B. Conditions of Entry

1. Introduction

1.1 These conditions of entry must be read together with the Schedule to Conditions of Entry, 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 Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”). 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. 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 Promotion Period, make Gifts 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, 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 A

- 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. Eligibility B

The following groups of persons shall 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:
 - (b) 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 Gift has been awarded, the Organiser reserves the right to demand for the return of the Gift or payment of its value from the disqualified Participant.

6. Gifts

6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Gifts in accordance with the Gift Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Gifts will be dealt with.

6.2 Gifts 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 Gift shall be the responsibility of the Winner.

6.4 All Gifts must be taken according to the terms and conditions of the Organiser, its agents, sponsor or third party providing the Gift.

(a) **Tickets to an Event:**

The Organiser is not liable for any cancellation or re-scheduling that may prevent a Gift fulfilment. Tickets can only be used on the date(s) specified on the ticket.

(b) **Travel/Holiday Gifts:**

If travel is offered as a Gift, flights and accommodation are subject to availability at time of booking. The Gift 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 Gift(s) are given out on an “as it is” basis. The Gift shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Gift to the fullest extent permitted by law.

6.6 Gifts 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 Gift winner, the Participant must be accompanied by their parent/legal guardian throughout the Gift 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 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 Promotion, acceptance of any Gift, 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 Gift 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 Gift, 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 Organizer in accordance with the Privacy Notice in www.NESTLÉ.com.my/info/privacy_policy.

12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di www.NESTLÉ.com.my/info/privacy_policy.