



Good food, Good life

## TERMS AND CONDITIONS

### A. Schedule to Conditions of Entry

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966].
2. <b><u>Promotion:</u></b>	PERADUAN GAYA RAYA BERSAMA NESTLÉ.
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 31/03/2022 and closes at 23:59:59 on 18/05/2022.
4. <b><u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period. The Organiser shall reserve the right to request for evidence of identification documents.
5. <b><u>Promotion Tiers:</u></b>	a. The Promotion consists of two [2] tiers of: i. Tier 1 – Redemption: redeem RM3 Touch 'n Go eWallet Credit <b>and</b> ii. Tier 2 – Contest: participate in a contest to win prizes.
6. <b><u>Entry Method:</u></b>	a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Twenty-Eight [RM28] of any participating NESTLÉ products* ["Products"] in a single receipt from any <b>GIANT, GIANT MINI, COLD STORAGE, MERCATO and TMC</b> outlets ["Outlets"] during the Promotion Period. <i>*Starbucks, Nespresso, Infant Nutrition, Purina, Nestle Ice Cream &amp; Harvest Gourmet are non-participating products.</i> b. The Receipt is in the form of printed receipts from the respective Outlets Point-of-Sale systems ["Receipt"]. c. The Receipt must bear the Products purchased, date of purchase, purchase amount, receipt number and name and/or logo of the outlet ["Receipt Details"]. d. The Promotion participation method is via WhatsApp only. <b>Each Receipt is ONLY eligible for one [1] entry submission via WhatsApp.</b> The Organiser shall reserve the right to disqualify any WhatsApp entries with reprinted Receipt and/or duplicated Receipt and/or containing more than one [1] Receipt. e. <u>WhatsApp entry participation steps:</u>

	<ul style="list-style-type: none"> <li>i. Write on the front of the Receipt your full name and identification number ["Personal Details"]. <u>For example, write on the Receipt:</u> <i>Anis binti Ali 881202015554</i></li> <li>ii. Snap one [1] <u>clear and legible</u> picture/image of one [1] Receipt complete with your Personal Details and Receipt Details ["Image"].</li> <li>iii. One [1] Image must contain only one [1] Receipt.</li> <li>iv. Submit one [1] Image via WhatsApp from any number registered in Malaysia to <b>6018 388 0131</b> ["Entry"].</li> <li>v. The Organiser WILL reply with an auto-reply acknowledgment message for each Entry received.</li> </ul> <p>f. The Organiser will extract all Entries received for further processing. Any unclear, illegible and incomplete Entry will be disqualified.</p> <p>g. The Organiser shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and prize forfeiture.</p>
<p>7. <b><u>Entry Deadline:</u></b></p>	<p>All WhatsApp Entries must be received by the Organiser on or before 23:59:59 on 18/05/2022. All WhatsApp Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>8. <b><u>Tier 1 – Redemption:</u></b></p>	<ul style="list-style-type: none"> <li>a. For each qualified Entry received, the Participant may only redeem one [1] RM3 Touch 'n Go eWallet Credit ["T 'n G Credit"]. <u>For example:</u> <ul style="list-style-type: none"> <li>- If Participant A purchases RM29.50 of Products in a single Receipt during the Promotion Period, he/she is entitled to redeem one [1] T 'n G Credit only.</li> <li>- If Participant B purchases RM309.50 of Products in a single Receipt during the Promotion Period, he/she is also entitled to redeem one [1] T 'n G Credit only.</li> </ul> </li> <li>b. The Redemption is limited to the first thirty-six thousand [36000] qualified Entries received throughout the Promotion Period and will be on a first come first serve basis.</li> <li>c. Throughout the Promotion Period, each Participant may redeem a maximum of five [5] T 'n G Credit only.</li> <li>d. In the event the Redemption is completely redeemed, the Organiser will update the status in the Promotion Website and/or notified by the promoters at selected Outlets. All qualified Entries received thereafter will automatically be eligible to participate in the Contest.</li> <li>e. The Organiser's Service Provider will send the T 'n G Credit[s] to all verified and successful Participants via WhatsApp to the mobile numbers from</li> </ul>

	<p>which the Organiser received in the Form within 20 working days. The Organiser will not be held liable in the event the Participants cannot be contacted for whatever reasons.</p> <p>f. The Organiser reserves the right at its absolute discretion to extend the timeline as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the T 'n G Credit[s] to the Participant[s]. All unclaimed T 'n G Credit[s] will be forfeited.</p> <p>a. All Participants must abide by the terms and conditions of the party[ies] arranging and/or providing for the T 'n G Credit[s] and the terms and conditions attached to the T 'n G Credit[s], if any.</p>
<p>9. <b><u>Tier 2 – Contest:</u></b></p>	<p>a. All qualified Entries received for the Promotion to participate in the Redemption will automatically participate in the Contest to stand a chance to win prizes upon the Terms and Conditions per Clause 10 to Clause 14 below.</p> <p>b. During the winners’ selection process, the Organiser will allocate serial numbers according to the purchased amount of the Products as stated in the Receipt submitted. For every Ringgit Malaysia Twenty-Eight [RM28] worth of Products purchased, the Organiser will allocate one [1] serial number. Please refer to the Judging Details clauses below. <u>For example:</u></p> <ul style="list-style-type: none"> <li>- If Participant A purchases RM29.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate one [1] serial number.</li> <li>- If Participant B purchases RM309.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate eleven [11] serial numbers.</li> </ul>
<p>10. <b><u>Weekly Prizes:</u></b></p>	<p>a. There are thirty [30] Weekly Prizes of a RM100 GIANT Voucher to be won for each week for seven [7] consecutive weeks.</p> <p>b. There is a total of two hundred and ten [210] Weekly Prizes to be won throughout the Promotion Period.</p> <p>c. The seven [7] weekly periods are as per below:  Week 1: 31/03 – 06/04/2022      Week 2: 07/04 – 13/04/2022  Week 3: 14/04 – 20/04/2022      Week 4: 21/04 – 27/04/2022  Week 5: 28/04 – 04/05/2022      Week 6: 05/05 – 11/05/2022  Week 7: 12/05 – 18/05/2022</p>
<p>11. <b><u>Judging Details – Weekly Prizes:</u></b></p>	<p>a. As part of the Weekly Prize Finalists’ selection process, the Organiser will tabulate the Entries received and allocate serial numbers, for each Entry received and approved by the Organiser to be a successful entry each week, throughout the Promotion Period according to the Receipt submitted [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial</p>

	<p>numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>b. Each week the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Weekly Qualified Entries”]. Assuming that the Total Weekly Qualified Entries for the week is <b>3005</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of thirty [30] Weekly Prize Finalists: <math>3005 \div 30 = 100.1</math></b>. Since dividing 3005 with 30 will result in a number with decimal value, the number 100.1 will be rounded down to <b>100</b>. The Participants with Qualified Entry of the week bearing the following serial numbers will be selected: 100*, 200*, 300* and so forth [*computation example: <b>100</b>, <math>100+100=200</math>, <math>200+100=300</math>].</p>
<p>12. <b><u>Grand Prizes:</u></b></p>	<p>There is a total of three [3] Grand Prizes of a SAMSUNG GALAXY Z FOLD3 to be won at the end of the Promotion Period.</p>
<p>13. <b><u>Judging Details – Main Prizes:</u></b></p>	<p>a. As part of the Grand Prize Finalists’ selection process, all Qualified Entries collected and processed by the Organiser during the weekly winners’ selection process and throughout the weekly periods will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>b. At the end of the Promotion Period, 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”]. Assuming that the Total Qualified Entries received for the weekly period is <b>7576</b> the Organiser will compute and select the finalists based on the following:</p> <p>i. <b>Selection of three [3] Grand Prize Finalists: <math>7576 \div 3 = 2525.3</math></b>. Since dividing 7576 with 3 will result in a number with decimal value, the number 2525.3 will be rounded down to <b>2525</b>. The following 3 Participants with Qualified Entries bearing the following serial numbers will be selected: 2525*, 5050* and 7575*. [*computation example: <b>2525</b>, <math>2525+2525=5050</math>, <math>5050+2525=7575</math>].</p>
<p>14. <b><u>Additional Terms:</u></b></p>	<p>a. The Organiser will contact all selected Finalists via WhatsApp to the mobile number from which the Organiser received the Qualified Entries. Each selected Finalists will be given one [1] question to answer. The selected Finalists must answer the question posted by the Organiser correctly in order to win the Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win:</p> <p>i. one [1] Weekly Prize, up to a maximum of two [2] Weekly Prizes; and</p> <p>ii. one [1] Grand Prize.</p>

	<ul style="list-style-type: none"> <li>c. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment.</li> <li>d. All Prizes will be delivered to the Winners within 6 – 8 weeks from 18/05/2022. The Organiser reserves the rights to extend the timelines and method of fulfilment stated under this clause at the discretion of the Organiser.</li> <li>e. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.</li> <li>f. The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available.</li> <li>g. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Promotion or prizes or due to any other unforeseen circumstances beyond the 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.</li> <li>h. The Organizer shall not be liable for any loss or damage to the prizes during prize fulfilment or 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.</li> </ul>
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This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at: <https://www.dearnestle.com.my/nestle-giant-raya-contest> collectively “Terms and Conditions”, and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

Consumer Services Contact No.: 1800 88 3433.

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## **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 these conditions of entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the “Terms and Conditions”. Each 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 Prize substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser's decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

## **2. Promotion Entries**

- 2.1 By submitting an entry to the Promotion, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Promotion, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.
- 2.3 Proof of submission of an Entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, 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 Promotion and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

## **4. Ineligibility**

The following groups of persons shall not be eligible to participate in the Promotion:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

## **5. Disqualification**

5.1 The following entries will be disqualified:

- (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
- (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.

5.2 In addition, the Organiser reserves the right to disqualify any Participant that:

- (a) undermines, has or attempted to undermine the operation of the Promotion by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.

5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

## **6. Prizes**

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

6.2 The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.

6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.

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

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

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

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

If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors.

Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

- 6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

## **7. Publicity**

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Promotion (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

## **8. Intellectual Property Rights**

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Promotion and any derivative works arising there from will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

## **9. Indemnity**

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Promotion, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions,

## **10. Limitation of Liability**

- 10.1 The Participant’s participation in the Promotion shall be at the Participant’s own risk.



10.2 The Organiser, Nestlé Malaysia Group, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Promotion, as well as the redemption and/or utilisation of any Prize won.

## **11. General**

11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Promotion and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Promotion, in particular that relates to the Prize, are the properties of their respective owners. This Promotion and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies

11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.

11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Promotion.

11.5 Where the Terms and Conditions of the Promotion is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.

11.6 The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

12.1 By participating in the Promotion, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).

12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privacy\\_notice\\_bm](http://www.nestle.com.my/info/privacy_notice_bm).