



Nestlé®

Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966].
2. <u>Promotion:</u>	PERADUAN NESTLE PROFESSIONAL RASA-RASA MALAYSIA.
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 19/07/2021 and closes at 23:59:59 on 19/09/2021.
4. <u>Eligibility:</u>	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. <u>Game & Prizes:</u>	<p>a. The Promotion is a mobile game ["Game"] for consumers to play and stand a chance to win prizes. Below are the prizes that can be won throughout the Promotion Period.</p> <ol style="list-style-type: none">Eighteen [18] Marsstar Folding Bicycle [2007 Talus-X]Fifty [50] eWallet worth RM50 each.One hundred [100] eWallet worth RM30 each.Three hundred [300] eWallet worth RM10 each.Two thousand [2000] eWallet worth RM5 each. <p>b. The e-wallet prizes consists of EITHER GrabPay e-wallet OR Touch 'n Go e-wallet. The Organizer will give-away the e-wallet prizes according to the outlet location, where the Winners purchased from.</p>
6. <u>Participation Method:</u>	<p>a. To participate in the Promotion, purchase any of the following participating NESTLE PROFESSIONAL Beverages ["Beverages"] from any participating outlets ["Outlets"] during the Promotion Period. The Beverages are as per listed below:</p> <ol style="list-style-type: none">MILONesloNesChamNESTEA Teh TarikNESCAFÉ White Coffee <p>b. For a complete list of participating Outlets please logon to the Promotion Website: https://www.dearnestle.com.my/np-rasa-rasa-malaysia-contest. The participating Outlets list will be updated periodically. Participants are advised to refer to the list as often as possible for the latest update. All participating Outlets will display the</p>

	<p>Promotion merchandising materials at their Outlet throughout the Promotion Period.</p> <p>c. Participants are required to ONLY use their mobile phone to participate and play the Game. Participants must scan the QR code shown on the Promotion merchandising materials made available or displayed at the Outlets. Participants may request for assistance from operators of the Outlets to access the QR Code. The Game microsite will be managed by the Organiser’s Service Provider.</p> <p>d. The proof of purchase required is one [1] single printed purchase receipt issued by the Outlet during the Promotion Period [“Receipt”]. The Receipt must bear the Product purchase, date of purchase, purchase amount, receipt number and name and/or logo of the outlet [“Receipt Details”]. If this is absent, the Receipt needs to be stamped with the official company stamp of the Outlet at which the purchase is made.</p> <p>e. Each Receipt is ONLY eligible for one [1] submission only.</p> <p>f. <u>Submit Receipt via Promotion Microsite:</u></p> <ol style="list-style-type: none"> i. Scan the QR code using your mobile phone. ii. Complete the details required [“Personal Details”] in the link form [“Form”] provided. iii. Write on the front of the Receipt your full name and identification number. iv. Snap one [1] <u>clear and legible</u> picture of the Receipt complete with the Receipt Details in image format with a minimum file size of 30kb and a maximum file size of 6mb [“Image”]. v. One [1] Image must contain a picture of one [1] Receipt only. vi. Upload the Image on the link and submit. vii. Upon the successful submission, Participant will be directed to take part in the Game. <p>g. <u>How To Play The Game:</u></p> <ol style="list-style-type: none"> i. Press and turn the wheel. The wheel will stop turning and the needle will point to a box on the wheel. Each Participant will be given one [1] try only. ii. If the Participant failed, a message will appear to inform the Participant and Participant may then exit. iii. If the Participant succeeded, a message will appear to notify the Participant to answer one [1] true or false question. iv. If Participant answers correctly, the Prize that can potentially be won will be revealed. A message will appear to notify the Participant that the Entry will be verified and the Participant will receive a message via WhatsApp within 14 days if the Proof of Purchase and Personal Details are valid. Participant may then exit.
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	<ul style="list-style-type: none"> v. If Participant failed to answer correctly, a message will appear to inform the Participant and Participant may then exit. h. The Organiser will extract all Receipts received for further processing and verification. i. Participants are NOT ALLOWED to claim any Prizes and the Organiser shall have the right to disqualify any winning submission in the following circumstances: <ul style="list-style-type: none"> i. the Receipt Images submitted are duplicated, re-used, illegible, incomplete, unclear, containing more than one [1] Receipt and not in the specified format; ii. the Receipt Images do not meet the submission requirements stated herein; iii. incomplete or incorrect Personal Details provided; and/or iv. the eligibility of the Participant is not in compliance with the terms under this Promotion. j. The Organiser reserves the right to request for evidence of the original Receipt [hardcopy] including the identification documents for verification and prize redemption. Failure to produce any of the foregoing documents will result in disqualification and prize forfeiture.
<p>7. <u>Entry Deadline:</u></p>	<p>All submissions must be received by the Organiser on or before 23:59:59 on 19/09/2021. All submissions received outside the Promotion Period will be automatically disqualified.</p>
<p>8. <u>Additional Terms:</u></p>	<ul style="list-style-type: none"> a. The Organiser’s Service Provider will contact all verified and successful Winners via WhatsApp message to the mobile numbers from which the Organiser received in the Form within 14 days. The Organiser will not be held liable in the event the Winners cannot be contacted for whatever reasons. b. All WhatsApp messaging from the Organiser will be from number: <u>018-388 3533</u>. c. Each Participant may throughout the Promotion Period win only: <ul style="list-style-type: none"> i. one [1] Marsstar Folding Bicycle [2007 Talus-X]; and ii. a maximum of RM100 worth of eWallet notwithstanding the total number of eWallet prizes won by the Participant. d. All Marsstar Folding Bicycle [2007 Talus-X] will be delivered to the address that will be provided by the Winners via WhatsApp. e. All eWallet pincode[s] will be debited directly into the winners eWallet account in the mobile numbers provided by the Winners in

	<p>the Form by the Organiser’s Service Provider.</p> <p>f. All prizes will be transferred and/or delivered to the winners within 6 – 8 weeks from 19/09/2021. All unclaimed Prizes after 31/12/2021 will be forfeited.</p> <p>g. 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 prize[s] to the Participant[s].</p> <p>h. All Participants must abide by the terms and conditions of the party[ies] arranging and/or providing for the Prizes[s] and the terms and conditions attached to the Prizes[s], if any.</p> <p>i. The Organiser shall reserve the right at its absolute discretion to substitute any of the Prizes[s] stated with another premium of similar value, at any time without prior notice. All Prizes[s] are provided on an “as is” basis and are not exchangeable for credit, other items or voucher in part or in full.</p>
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This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at <https://www.dearnestle.com.my/np-rasa-rasa-malaysia-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”).

By participating in the Promotion, you have read and agreed to the **Terms and Conditions** and the processing of your Personal Data in the Privacy Notice.

Consumer Services Contact No.: 1800 88 3433.

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 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 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.

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.