



Good Food, Good Life

## Program Penebusan NESTLÉ Whatsapp & Tebus RM5

### TERMS AND CONDITIONS

#### A: Schedule to Conditions of Entry

<b>Organiser</b>	Nestlé Products Sdn. Bhd. [197901000966]
<b>Promotion</b>	<b>Program Penebusan NESTLÉ Whatsapp &amp; Tebus RM5</b>
<b>Promotion Period</b>	The Promotion starts at 00:00:00 on 24 <sup>th</sup> June 2021 and closes at 23:59:59 on 25 <sup>th</sup> August 2021
<b>Eligibility</b>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period.
<b>Entry Method</b>	<p><b>WhatsApp Submission</b></p> <ol style="list-style-type: none"><li>1. To participate in the Promotion, purchase any of the participating Nestlé Breakfast Gold &amp; Finesse Cereal products as listed in paragraph 5 below ("<b>Products</b>") worth a minimum of Ringgit Malaysia Thirty (RM30.00) ("<b>Minimum Value</b>") in a single receipt or combination of maximum of 2 receipts with minimum combined purchased value of RM30.00 within the Promotion Period ("<b>Proof of Purchase</b>") at any Lotus's Store offline outlets or online platforms.</li><li>2. Send a clear picture of the Proof of Purchase via WhatsApp application to <b>019-4082488</b> ("<b>Promotion Submission Number</b>") together with details of full name (as per MyKad), MyKad number, e-mail address (if any) (e.g. <i>Lee Mei Ling, 901120-14-4221,leeml@yahoo.com</i>) ("<b>Promotion</b>").</li><li>3. The WhatsApp number used for submission of the Promotion shall be deemed as the valid contact number throughout the Promotion Period and if such participant has been verified as successful Promotion in the manner provided herein, shall include for purpose of the Prize claim/delivery ("<b>Whatsapp Submission Number</b>")</li><li>4. Submission without e-mail address will still be accepted.</li><li>5. The list of participating products are:<ol style="list-style-type: none"><li>a. NESTLÉ GOLD Cornflakes 275g</li><li>b. NESTLÉ GOLD Cornflakes 500g</li><li>c. NESTLÉ GOLD Honey Flakes 370g;</li><li>d. NESTLÉ FITNESSE FRUITS 450g</li><li>e. NESTLÉ FITNESSE ORIGINAL 375g</li><li>f. NESTLÉ FITNESSE HONEY &amp; ALMOND 390g</li><li>g. NESTLÉ FITNESSE Cranberry &amp; Pumpkin Seeds Granola Oats 300g</li><li>h. NESTLÉ FITNESSE Honey Granola Oats 300g</li></ol></li></ol>

	<p>6. One (1) MyKad number is only entitled to Two (2) Valid redemption throughout the Promotion Period.</p> <p>7. The Organizer does not accept any alteration of Proof of Purchase in any form. Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase. Handwritten receipt/s will <b>NOT</b> be accepted as Proof of Purchase. For online purchased only official merchant receipt number, invoice number or order number with delivered status accepted</p> <p>8. Conversion of Membership – the Organiser shall reserve the right to send transactional communication to the email address provided (if any) and direct the participant to register as a “Dear Nestlé” member.</p>
<b>Entry Deadline</b>	The Organizer shall receive the submission on or before 23:59:59 of the last date of each Promotion week as tabulated below. Submission received outside the Promotion Period will be automatically disqualified.
<b>WhatsApp Submission Verification</b>	<p><b>Verification of Submission</b></p> <ol style="list-style-type: none"> <li>1. Clear snapshot of the Proof of Purchase indicating the Products, receipt number, date, purchase value and outlet name;</li> <li>2. Name and MyKad Number</li> <li>3. Validity of the purchase date.</li> <li>4. No alteration of receipt in any form; Store name, Item purchased, Prices and Transaction date.</li> <li>5. No duplication of receipt/s</li> <li>6. A single receipt or maximum of 2 combination receipts is allowed and must be send together.</li> <li>7. Only one (1) redemption per submission is allowed.</li> </ol>
<b>Reward</b>	<p><b>Promotion Schedule</b></p> <p>A total of 3,000 Touch n’ Go e-Wallet reload pin worth RM5.00 (each) to be redeem throughout the <b>Promotion Period</b> per following schedule:</p> <ul style="list-style-type: none"> <li>• WEEK 1 – 24 JUNE 2021 – 4 JULY 2021</li> <li>• WEEK 2 – 5 JULY 2021 – 11 JULY 2021</li> <li>• WEEK 3 – 12 JULY 2021 – 18 JULY 2021</li> <li>• WEEK 4 – 19 JULY 2021 – 25 JULY 2021</li> <li>• WEEK 5 – 26 JULY 2021 – 1 AUGUST 2021</li> <li>• WEEK 6 – 2 AUGUST 2021 – 8 AUGUST 2021</li> <li>• WEEK 7 – 9 AUGUST 2021 – 15 AUGUST 2021</li> <li>• WEEK 8 – 16 AUGUST 2021 – 25 AUGUST 2021</li> </ul> <p>A capping of <b>375 Touch n’ Go e-Wallet Reload pin</b> weekly will be implemented. Any Submission after the capping has been fully utilized will be carried forward automatically to the following week. Submission will be processed on a ‘first come first serve basis’ subject to the fulfilment of the requirements in accordance with this terms and conditions.</p>

	All information pertaining to this Promotion will be posted at <a href="https://www.dearnestle.com.my/program-penebusan-whatsapp-tebus-lotuss">https://www.dearnestle.com.my/program-penebusan-whatsapp-tebus-lotuss</a>
<b>Promotion Claim/Delivery Date</b>	<p>There will be an auto reply for every submission or enquiries at Promotion Submission Number. For every successful submission a notification together with <b>Touch 'n GO e-Wallet</b> Reload Pin will be sent to the successful Submission via WhatsApp to the WhatsApp Submission Number recorded by the Organiser within 5 working days after submission.</p> <p>A failed Submission notification will be sent with <b>reason</b> to notify the participants within 5 working days.</p> <p>Submission after exceed weekly capping, the notification will be sent to inform the participant that the submission will be process in the following week cycle and the notification of success or failed will be sent after the submission being process within 5 days of the new week tabulation start.</p> <p>The Organiser reserves the rights to extend the timelines stated under this Clause owing to reasons beyond the control of the Organiser.</p> <p>The Organiser shall not be held responsible if the <b>Touch 'n GO eWallet</b> Pin is unable to be delivered or deployed to the participants due to any changes to the WhatsApp Submission Number. The Organiser reserved the right not to entertain any enquiries pertaining to this matter.</p>
<b>Additional Term</b>	<p><b>Touch 'n GO eWallet</b> Reload Pin to be reloaded via <b>Touch 'n GO eWallet</b> mobile app</p> <p>The Participants shall comply with such other terms and conditions as may be stipulated by <b>Touch 'n GO</b> with regards to the code which may be found at <a href="https://support.tngdigital.com.my">https://support.tngdigital.com.my</a></p>

This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.dearnestle.com.my/program-penebusan-whatsapp-tebus-lotuss> 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").

## **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 anyliability 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 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 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 Promotion 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 Promotion materials) in connection with this Promotion, 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 **Program Penebusan NESTLÉ Whatsapp & Tebus RM5**, 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](https://www.nestle.com.my/info/privacy_notice)
- 12.2 Dengan menyertai **Program Penebusan NESTLÉ Whatsapp & Tebus RM5**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [https://www.nestle.com.my/info/privacy\\_notice](https://www.nestle.com.my/info/privacy_notice)