

## CABARAN #SNEKMACAMPRO DENGAN NESTLÉ

### TERMS AND CONDITIONS

These changes [Version 1.1] to the Terms and Conditions [[www.dearnestle.com.my/cabaran-snek-macam-pro](http://www.dearnestle.com.my/cabaran-snek-macam-pro)] in respect of the Promotion shall take effect immediately and supersede to the extent of any inconsistency with the Terms and Conditions.

#### A: Schedule of Conditions of Entry

<b>Organiser</b>	Nestlé Products Sdn. Bhd. (197901000966)
<b>Promotion</b>	Cabaran #SnekMacamPro dengan Nestlé
<b>Promotion Period</b>	The Promotion starts at 11:00am on 26 <sup>th</sup> October 2020 and closes at 11:59pm on <b>20<sup>th</sup> December 2020</b> .
<b>Eligibility</b>	The Promotion is open to all Malaysian citizens residing in Malaysia, aged 18 years and above as at the start of the Promotion Period.
<b>Entry Method</b>	<ol style="list-style-type: none"> <li>1. Create and share your most creative snack [bite-size foods, dessert and/or beverages] recipe using at least one [1] of the participating Nestlé brands in this Promotion and upload on your Facebook and/or Instagram and/or on Dear Nestlé Facebook Promotion (#SnekMacamPro) wallposts' comment section.</li> <li>2. The photo / video recipe MUST feature at least one [1] product of any participating Nestlé brands. Include the ingredients and preparation steps of your recipe in the post caption as part of your submission.</li> <li>3. Promotion entry is via Facebook and/or Instagram only. Your entry via Facebook and/or Instagram account MUST be set to 'Public' settings.</li> <li>4. You MUST include hash tags &amp; tags below in your caption: FACEBOOK and INSTAGRAM SUBMISSION             <ol style="list-style-type: none"> <li>i. #SNEKMACAMPRO</li> <li>ii. #DEARNESTLE</li> </ol>             *both hashtags to be included in each post           </li> <li>5. Photos or videos featuring yourself or/and the person who prepares the meal will be given extra points.</li> <li>6. Proof of Purchase [POP] is not required to participate in the Promotion.</li> <li>7. If the same recipe post is published on your Facebook and Instagram, the post can only serve as one entry to win. Participants may submit as many different recipes as they wish. The Organiser WILL NOT send an acknowledgment report for Entries received.</li> <li>8. The participating Nestlé brands are MILO®, NESTUM, NESCAFÉ, KIT KAT, NESTLÉ ICE CREAM, NESTLÉ JUST MILK™, NESTLÉ OMEGA PLUS®, MAGGI®, EVERYDAY Milk and NESPRAY.</li> </ol>

	<p>9. All NESTLÉ BREAKFAST CEREALS, STARBUCKS, NESPRESSO, NESTLÉ PROFESSIONAL, NESTLÉ HEALTH SCIENCE, NESTLE INFANT MILK FORMULA AND FOLLOW UP FORMULA, WYETH &amp; PURINA PETCARE products are not brands participating in the Promotion.</p> <p>10. The usage of the Campaign (SnekMacamPro) Instagram <b>Filter</b> by the participant is not compulsory and will not determine the participant's chance of winning in the contest.</p>
<p><b>Entry Deadline</b></p>	<p>All Entries must be received by the Organiser on or before 11:59 pm on <b>20<sup>th</sup> December 2020</b>. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p><b>Prizes Judging Details</b></p>	<p><b><u>Round 1</u></b></p> <p>As part of the Prizes winners selection process, the Organiser will tabulate and score all qualified and shortlisted entries based on the following criteria:</p> <ol style="list-style-type: none"> <li>1. Creativity – Recipe is tweaked outside of normal recipe.</li> <li>2. Healthy – Healthier cooking methods of the recipe like baking or grilling.</li> <li>3. Presentation</li> <li>4. Originality – take a selfie with your snack dish and the Nestlé products used for the recipe</li> <li>5. More points will be awarded for usage of more products of participating NESTLÉ brands</li> </ol> <p>At the end of the Promotion, the Organisers' panel of judges will tabulate and select 408 entries. The top eight [8] Finalists with the highest scores will qualify for Round 2 public voting on <a href="http://dearnestle.com.my">dearnestle.com.my</a>. The subsequent 400 winners will qualify as Third Prize winners.</p> <p><b><u>Round 2</u></b></p> <ol style="list-style-type: none"> <li>1. At the end of the Promotion Period, the top eight [8] Finalists with the highest scores will advance to Round 2, whereby they will go through a round of voting by the public [Public voting], where the total votes received will constitute 50% of the Final Scoring, and the remaining 50% of the Final Scoring will be judged by a panel of judges appointed by the Organiser during the Voting Period.</li> <li>2. The Public voting Period is from <b>11th January 2021, 12:00am to 20 January 2021, 12:00pm [14 days]</b>.</li> <li>3. To cast a vote, you will need to do the following: <ol style="list-style-type: none"> <li>i. Log-on to the Organiser's website at <a href="http://www.dearnestle.com.my/cabaran-snek-macam-pro">www.dearnestle.com.my/cabaran-snek-macam-pro</a></li> <li>ii. If you are an existing Dear Nestlé member, login with your membership credential to cast your vote.</li> <li>iii. If you are not a Dear Nestlé member, you will need to register as a Dear Nestlé member to cast your vote.</li> <li>iv. Each Dear Nestlé member is allow to cast one vote only.</li> </ol> </li> </ol>

	<p>4. At the end of the Voting Period, all votes cast by the public and Organiser will be tabulated and the Finalist with the highest votes will win the Grand Prize and subsequent 7 Finalists will win the First Prize and Second Prize.</p>
<b>Prizes Hadiah</b>	<p><b><u>Prize Categories</u></b></p> <ul style="list-style-type: none"> <li>• Grand Prize: 1 winner x RM25,000.00</li> <li>• First Prize: 2 winners x RM15,000.00</li> <li>• Second Prize: 5 winners x RM5,000.00</li> <li>• Third Prize: 400 winners x RM500.00</li> </ul> <p>* The cash will be issued in the form of bank cheque under the winner's name.</p>
<b>Additional Terms</b>	<ol style="list-style-type: none"> <li>1. After the judging and selection process, the Organiser will contact all Finalists via Facebook and/or Instagram for recipe ingredients and preparation steps. The Finalist must respond to the Organiser within 5 days of contact. In the event the Finalist fails to respond, the Organiser will disqualify the Finalist and will proceed with the selection of a replacement Finalist.</li> <li>2. All winners will be notified or informed to provide full name [as per MyKad], NRIC number and bank account number to be issued with the bank cheque. Prizes will be issued within ninety [90] days after the Promotion Period ends.</li> <li>3. Winners list will be uploaded to <a href="https://www.dearnestle.com.my/cabaran-snek-macam-pro">https://www.dearnestle.com.my/cabaran-snek-macam-pro</a></li> <li>4. Each Finalist may win one [1] prize throughout the Promotion Period.</li> <li>5. All unclaimed prizes after the deadline 19<sup>th</sup> May 2021 will be forfeited.</li> <li>6. 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> </ol>

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/cabaran-snek-macam-pro>, 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 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 Campaign Period, make Campaign sample substitutions, cancel, terminate or suspend the Campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Campaign will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Campaign including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

## **2. Campaign Entries**

- 2.1 By submitting an entry to the Campaign, 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 Campaign, 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 Campaign shall be borne by the Participant.
- 2.4 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 Campaign and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Campaign 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 Campaign:

- (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 Campaign 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 Campaign by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Campaign 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 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 of 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.

- 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 Campaign (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 Campaign 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 Campaign, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Campaign 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 Campaign 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 Campaign, in particular that relates to the Prize, are the properties of their respective owners. This Campaign 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 Campaign.
- 11.5 Where the Terms and Conditions of the Campaign 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 CABARAN #SNEKMACAMPRO DENGAN NESTLÉ, 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) .