



Nestlé

Good food, Good life

NESTLÉ OMEGA PLUS WALK A MILLION MILES 2023

CHANGES TO TERMS AND CONDITIONS

These changes [Version 1.1] to the Terms and Conditions Version 1 – Clause 6 (i), Optional External Activities during the Campaign Period [<https://www.dearnestle.com.my/nop-walk-a-million-miles-2023>] in respect of the Campaign shall take effect from 25/07/2023 and supersede to the extent of any inconsistency with the Terms and Conditions.

TERMS AND CONDITIONS [VERSION 1.1]

Schedule to Conditions of Entry

6. <u>Entry Method:</u>	Optional External Activities during the Campaign Period: <ul style="list-style-type: none">• Participants are invited to join the following activities as part of the external engagement activities during the Campaign Period:<ol style="list-style-type: none">i. <u>[DELETED]</u>ii. <u>Group Challenge</u><p>Participants can create groups in the BookDoc App and invite others to join by using their E-Bib number. One group can accept a maximum of 30 members and Participants may join up to 10 groups. Each member of the group may see their steps through the Leaderboard. The purpose of this Group Challenge is mainly to provide opportunities for social interaction and engagement throughout the Campaign and no additional entitlements or prizes will be provided.</p>• NOTE: Do take note that option to join Group Challenge is not mandatory for Participants.
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TERMS AND CONDITIONS [VERSION 1]

Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966] [“the Organiser”].
2. <u>Campaign:</u>	NESTLÉ OMEGA PLUS WALK A MILLION MILES 2023 [“Campaign”].
3. <u>Registration Period:</u>	The registration starts at 00:00:00 on 01/07/2023 and closes at 23:00:00 on 30/09/2023.
4. <u>Campaign Period:</u>	The Campaign period starts at 00:00:00 on 01/09/2023 and closes at 23:59:59 on 30/09/2023.
5. <u>Eligibility:</u>	The Campaign 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 Campaign Period. The Organiser shall reserve the right to request for evidence of identification documents.
6. <u>Entry Method:</u>	<p>Below are the steps to participate in the Campaign:</p> <p>Step 1 – Download BookDoc Application & register (BookDoc App registration):</p> <ul style="list-style-type: none">Participants must first download the BookDoc App and register for a BookDoc account either via mobile number or email address or social media accounts i.e: Facebook. <p>IMPORTANT NOTE: In order to participate in the Campaign specifically, Participants would need a compatible device or a mobile app that can track their steps. Participants must ensure that their BookDoc account is synced to a compatible device or mobile app upon successful registration. We encourage Participants to check on their device compatibility BEFORE registering for a BookDoc account. Participants may refer to BookDoc’s FAQ [https://www.bookdoc.com/faqs/] for information on compatible devices or mobile apps that can track their steps.</p> <ul style="list-style-type: none">Participants need to agree with BookDoc’s Terms of Use [https://www.bookdoc.com/terms/] and Privacy Notice [https://www.bookdoc.com/privacy/] in order to create a BookDoc account.

- The Organiser will not be held liable in the event Participants are unable to register for a BookDoc account or after registration, their device or mobile app cannot be synced or deemed incompatible with BookDoc App. Please contact BookDoc App customer care for further assistance on this matter: care@bookdoc.com or call 1300 882 362 (Mon-Fri: 9am-6pm, Sat: 9am-1pm)
- Participants have the right to request access to and to request correction of their personal data and to contact BookDoc App with any inquiries or complaints in respect of their personal data (including the possible choices and means for limiting the processing of their personal data) collected at the point of registering for a BookDoc account under this Step 1 through BookDoc App as follows:

The Personal Data Protection Officer
 Email address: pdpa@bookdoc.com
 Telephone no: 1300-88-2362

Step 2 – Search for Campaign, Register and Insert Referral Code (if any) (Campaign Registration)

- Participants may search for the Campaign “NESTLÉ OMEGA PLUS Walk A Million Miles” in Activ, under the “Challenges” page or click on the Walk A Million Miles banner that appears on the BookDoc App home page, then click on “Join Now”
- Participants may enter their friend’s E-Bib number as referral code in order to help their friend earn a NESTLÉ OMEGA PLUS Friendly Heart Hero E-Badge. This step is optional; Participants may click “Skip’ if they do not have any E-Bib number to key in.

Step 3 – Selection of Entry Category

There are two categories: (a) Free Entry and (b) Paid Entry

a) Free Entry Participation

- Participants may opt for Free Entry registration during the Event Registration.
- For the Participants’ Entitlements, please refer to Paragraph 7 “**Entry Categories Entitlements**” in this **Terms & Conditions**

Participants may choose to upgrade their Free Entry to Paid Entry at any time on or before 23:59:59 on 30/09/2023 subject to additional payment. Refer to Para (b) below. There will be an “Upgrade to Paid Entry” button available on the Walk A Million Miles event page in the BookDoc App.

b) Paid Entry Participation, with a fee of RM30

- Participants may opt for Paid Entry registration during the Event Registration.
- Paid Entry Participation Fee of RM30 comprise of:

RM27.40 for Campaign participation fee [**“Participation Fee”**], RM0.90 for payment gateway processing fees and RM1.70 for Sales and Service Tax [**“Tax Fee”**]

Participants are entitled for **RM15 off** Participation Fee with purchase of any NESTLÉ OMEGA PLUS participating products as listed below worth a minimum of Ringgit Malaysia Ten (**RM10.00**) in a single receipt (**“Proof of Purchase”**) and purchased between 01/07/2023 and 31/08/2023. Take a clear photo of the Proof of Purchase indicating the Product(s), values, receipt number, date and outlet and fill up all the data fields in the Campaign entry form at (https://nestlemalaysia.qualifioapp.com/quiz/1255910_2862/Walk-A-Million-Miles_2023.html), upload the photo of the Proof of Purchase and submit before 31/08/2023. Upon successful Proof of Purchase verification, Participants will receive one [1] promo code within three [3] working days from submission date via WhatsApp number **013-2055124**. The promo code can be used upon Registration in BookDoc App and the discounted Paid Entry Participation Fee would be RM15 only. This promotion is applicable for upgrade from free entry as well. Any submissions on the Campaign entry form received after 31/08/2023 will be invalid and the Participant will not receive any promo code.

- The list of participating products are:
 - a) NESTLÉ OMEGA PLUS Plain Milk Powder (150g, 600g, 660g, 1kg, 1.1kg);
 - b) NESTLÉ OMEGA PLUS Dark Choc Milk Powder (550g, 900g);
 - c) NESTLÉ OMEGA PLUS Milk with Oats (10 packets);
 - d) NESTLÉ OMEGA PLUS UHT Plain (200ml, 6x200ml); and
 - e) NESTLÉ OMEGA PLUS UHT Dark Choc (200ml, 6x200ml).
- The Organiser does not accept alteration of Proof of Purchase in any form. Official receipt from in-store or online store will be accepted as Proof of Purchase. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.

Paid Entry Participation Fee of RM15 comprise of:

RM13.45 for Campaign participation fee [**“Participation Fee”**], RM0.70 for payment gateway processing fees and RM0.85 for Sales and Service Tax [**“Tax Fee”**]

- All payment made by Participants are collected and processed by BookDoc App and subject to the terms and conditions thereto.
- All payments are non-refundable and non-transferable.
- For the Participants' Entitlements, please refer to Paragraph 7, "**Entry Categories Entitlements**" in this **Terms & Conditions**
- Participants that upgrade from Free Entry to Paid Entry will be entitled for Paid Entry Entitlements only.

Step 4 – Register to Participate Participants must read the Campaign Terms & Conditions; mechanics displayed and complete the required mandatory data below to sign-up:

- i. Full Name
- ii. Last Name
- iii. Old / New I.C Number
- iv. Email
- v. Mobile No.
- vi. Address
- vii. Postcode
- viii. City
- ix. State
- x. Date of Birth (DD-MM-YYYY)
- xi. Gender

- For Paid Entry Participants, you will need to choose the jersey size during registration.

Step 5 – Acknowledgement of Campaign's Terms & Conditions and Privacy Policy, BookDoc App's Terms & Conditions and Privacy Notice:

- The Campaign's Terms & Conditions and Privacy Notice and BookDoc App's Rules & Regulations and Privacy Policy, will be featured during the Campaign registration at the Confirmation Page. Participants must read, acknowledge and accept the Campaign's Terms & Conditions and Privacy Notice and BookDoc's Rules & Regulations and Privacy Policy by ticking the relevant box.
- **NOTE:** Do take note that BookDoc's Virtual Challenges (Paid Entry) Terms and Conditions on the Bookdoc App is **NOT APPLICABLE** to this Campaign. For purposes of this Campaign, only the BookDoc App Terms & Conditions that are hyperlinked in Paragraph 6 is applicable. The option to join Dear Nestlé and receive updates on Nestlé's products, samples, events and

promotions

is **not mandatory** for Participants in order to qualify and be registered as a Participant.

Step 6 – Start Recording Step Count during the Campaign Period:

- Participants may now start walking during the Campaign Period by using the BookDoc App to record their step count with their fitness tracking app or devices synced to the BookDoc App and stand a chance to win Prizes.
- Participants must refresh their steps data on the Activ page on the BookDoc App daily to ensure that their progress in the challenge is up to date.
- The Campaign’s goal is to complete a combined total of 1 Million Miles from all Participants during the Campaign Period.
- Upon achieving 1 Million Miles, the Organiser will donate a total of RM100,000 to the NESTLÉ OMEGA PLUS collaboration partners Yayasan Jantung Malaysia [YJM] and Institute Jantung Negara Foundation [IJNF].
- The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to revise the Campaign’s goal.

Optional External Activities during the Campaign Period:

- Participants are invited to join the following activities as part of the external engagement activities during the Campaign Period:

i. Public Launch Event

Participants and public are welcomed to join the launch event on 10/09/2023 to officiate the start of NESTLÉ OMEGA PLUS Walk A Million Miles 2023. For Participants, there is an option to RSVP on the BookDoc App ahead of the public launch event but redemption of the free gift is subject to the conditions stated below.

For Participants:

The first 1,000 Participants present on the day of event will be eligible to redeem one (1) exclusive NESTLÉ OMEGA PLUS Walk A Million Miles 2023 starter kit. Participants must be physically present on the day of event to show the organizer their E-Bib number on their BookDoc App. Redemption must be done personally by Participant and not on behalf or through a representative.

For general public :

General public will need to register for the Campaign on the spot via

BookDoc App in order to be eligible to redeem one (1) exclusive NESTLÉ OMEGA PLUS Walk A Million Miles 2023 starter kit, if they are part of the first 1,000 Participants to show their E-Bib number on their BookDoc App.

- **NOTE:** All other activities/booths on the Public Launch Event day do not require separate prior registration for the Campaign.

ii. **Group Challenge**

Participants can create groups in the BookDoc App and invite others to join by using their E-Bib number. One group can accept a maximum of 30 members and Participants may join up to 10 groups. Each member of the group may see their steps through the Leaderboard. The purpose of this Group Challenge is mainly to provide opportunities for social interaction and engagement throughout the Campaign and no additional entitlements or prizes will be provided.

- **NOTE:** Do take note that option to join Public Launch Event and Group Challenge is **not mandatory** for Participants

**7. Entry Categories
Entitlements**

Upon Registration (Paid Entry):

- i. The first 1,000 signs up are entitled to win the prize of one [1] BP Healthcare cholesterol test.
- ii. Participants will be receiving a unique test code via WhatsApp number **013-2055124** within three [3] days from payment. The code will entitle Participant to one [1] cholesterol test with any participating outlet of BP Healthcare Group.
- iii. The list of participating BP Healthcare Group outlets is available at <https://group.bphealthcare.com/outlets/> and subject to such terms and conditions as BP Healthcare Group may impose.
- iv. Redemption of the BP Healthcare cholesterol test is valid until 31/03/2024 only. The Organizer does not collect any sensitive personal data.

Entitled to participate in Top 25 Weekly Achievers Prizes

*Refer to Paragraph 9 for more information.

Upon completion of tasks for both Free Entry & Paid Entry, Participants may earn E-badges as follows:

- **1 x NESTLÉ OMEGA PLUS Friendly Heart Hero E-badge:**
Participants may share their E-Bib number as a Referral Code with their friends. If their friends were to utilise the E-Bib number shared during registration, the Participant will earn the NESTLÉ OMEGA PLUS Friendly Heart Hero E-Badge.
- **1 x NESTLÉ OMEGA PLUS Smart Heart Hero E-badge**
Participants may take a short quiz and learn more about heart health to earn an exclusive NESTLÉ OMEGA PLUS Smart Heart Hero E-Badge.

Participant can find the E-Medals and E-Badges in BookDoc app under Challenge - > Achievement.

Upon reaching a minimum of 150,000 steps (Paid Entry & Upgrade from Free Entry to Paid Entry):

- 1 x NESTLÉ OMEGA PLUS Limited Edition Finisher jersey
- 1 x Finisher Goodies Box worth up to RM30 comprising of Nestlé Products & Vouchers
- 1 x NESTLÉ OMEGA PLUS 150k Silver Super Heart Champion E-Medal

Upon reaching a minimum of 300,000 steps (Paid Entry & Upgrade from Free Entry to Paid Entry):

- Entitled to participate in Finisher Lucky Draw Prizes*
- 1 x NESTLÉ OMEGA PLUS 300k Gold Super Heart Champion E-Medal

* Refer to Paragraph 10 for more information.

Participation registration entries for the Campaign must be received by the

- Each qualified Participant is eligible to win one Lucky Draw Prize only throughout the Campaign Period.

Allocation of Prizes

300,000 steps finisher of paid category:

- **Grand Prize:** Apple iPhone 14 (128GB, Color – Midnight) x 5 Winners
- **Consolation Prize:** Uniqlo Gift Cards worth RM400.00 x 25 Winners

Shortlisting of Grand Prize Winner – 5 x Apple iPhone 14 (128GB, Color – Midnight)

1. As part of the winner selection process, the Organiser will allocate serial numbers for each Qualified Entry, after the Campaign ends [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”.
2. The serial numbers allocated to each Qualified Entries will be added up to derive the total number of Qualified Entries [“Total Qualified Entries”].
3. Assuming that the Total Qualified Entries is 5000, the Organiser will compute and select the finalists [“Finalist”] to win the prizes based on the following:

i. Selection of five [5] Grand Prize Finalists: $5000 \div 5 = 1000$.

The Grand Prize winner for Paid Category 300,000 steps finisher is the 1000th, 2000th, 3000th, 4000th and 5000th serial number winner.

Shortlisting of Consolation Winners – 25 x Uniqlo Gift Card

1. Each Qualified Entries will be accumulated to the Consolation draw. The Organiser will then allocate new serial numbers for remaining Qualified Entries. Assuming that the Total Qualified Entries is 5000, the Organiser will compute and select the finalists [“Finalist”] to win the prize based on the following:

i. Selection of twenty five [25] Consolation Prize Finalists: $5000 \div 25 = 200$

The following 25 Participants with Qualified Entry bearing the following serial number will be selected: 200th, 400th, 600th, 800th, 1000th, 1200th, 1400th, 1600th, 1800th, 2000th, 2200th, 2400th, 2600th, 2800th, 3000th, 3200th, 3400th, 3600th, 3800th, 4000th, 4200th, 4400th, 4600th, 4800th, 5000th.

<p>11. <u>Additional Terms:</u></p>	<p>a. All Participants must abide by the terms and conditions of the party[ies] arranging and/or providing for the Prize[s] and the terms and conditions attached to the Prize[s], if any.</p> <p>b. All winner announcements will be made on NESTLÉ OMEGA PLUS official Facebook page. Weekly Top Achievers winner announcements will be made one week after each weekly period whereas other winner announcements will be made two weeks after the end of the Campaign Period.</p> <p>c. All prizes including weekly achiever prizes and entitlements will be delivered to the winners within six – eight weeks after the end of the Campaign Period to the address provided by the winners. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>d. All unclaimed/undelivered prizes after the deadline stipulated by the Organiser will be forfeited.</p> <p>e. 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 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. For any manufacturing defects in regards to the prizes, please contact the event agency: Strongnote Sdn Bhd 03-7955 3888</p> <p>The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to disqualify, cancel, terminate or suspend the Participant in whole or in part in the event of any violation to the Campaign’s Terms and Conditions.</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 [http:// www.dearnestle.com.my](http://www.dearnestle.com.my) collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Campaign (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

By participating in the Campaign, 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

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 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 Prize 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 A

- 3.1 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. Eligibility B

The following groups of persons shall 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:

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

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.

5.4 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.

5.5 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 Prize.

(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 Campaign (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Campaign 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 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 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 Campaign 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 Campaign, 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 Campaignal 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 Campaign shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the Campaign, the Participant agrees to the processing of the participant's Personal Data by the Organiser in accordance with the Privacy Notice in www.nestle.com.my/info/privacy_notice .

By participating in the Campaign, the Participant agrees to the processing of the participant's Personal Data by the Organiser in accordance with the Privacy Notice in Dengan menyertai Kempen, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Pengajur berdasarkan Notis Privasi di www.nestle.com.my/info/privacy_notice .