



**A: Schedule to Conditions of Entry**

<b>Organiser</b>	Nestlé Products Sdn Bhd (197901000966)			
<b>Challenge</b>	MAGGI Pedas Giler ADA BERANI Challenge (“Challenge”) The Challenge will be divided into two (2) rounds consisting of: i) Qualifying Round ii) Grand Finale			
<b>Challenge Period</b>	Challenge Period: 24th Feb - 18th Mar 2023: i) Qualifying Round : From 24 <sup>th</sup> February till 11 <sup>th</sup> March (“Qualifying Round Period”). Each Participating Outlet will have its Specific Challenge Dates (set out in the table below) ii) Grand Finale: to be confirmed nearer the date			
<b>Eligibility</b>	The Challenge is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Challenge Period that hold Malaysia valid identification document (MyKad).			
<b>Participating Outlets</b>	BILLION 3 sessions per day			
		<b>Participating Outlet</b>	<b>Specific Challenge Dates</b>	<b>Challenge Sessions</b>
	1	BILLION TANJUNG CHAT	24 <sup>th</sup> Feb – 25 <sup>th</sup> Feb	11am, 3pm, 5pm
	2	BILLION KOTA BHARU	24 <sup>th</sup> Feb – 25 <sup>th</sup> Feb	11am, 3pm, 5pm
	3	PANTAI TIMOR PENKALAN CHEPA	24 <sup>th</sup> Feb – 25 <sup>th</sup> Feb	11am, 3pm, 5pm
	4	PANTAI TIMOR JELAWAT	24 <sup>th</sup> Feb – 25 <sup>th</sup> Feb	11am, 3pm, 5pm
	5	PANTAI TIMOR KUALA KRAI	24 <sup>th</sup> Feb – 25 <sup>th</sup> Feb	11am, 3pm, 5pm
	6	PANTAI TIMOR MART PINTU GENG	24 <sup>th</sup> Feb – 25 <sup>th</sup> Feb	11am, 3pm, 5pm
	7	PANTAI TIMOR PASIR PUTEH	3 <sup>rd</sup> March – 4 <sup>th</sup> March	11am, 3pm, 5pm
	8	BILLION MART BACHOK	3 <sup>rd</sup> March – 4 <sup>th</sup> March	11am, 3pm, 5pm
	9	PANTAI TIMOR PINTU PONG	3 <sup>rd</sup> March – 4 <sup>th</sup> March	11am, 3pm, 5pm
	10	PANTAI TIMOR PASIR MAS	3 <sup>rd</sup> March – 4 <sup>th</sup> March	11am, 3pm, 5pm
	11	PANTAI TIMOR GUNUNG	3 <sup>rd</sup> March – 4 <sup>th</sup> March	11am, 3pm, 5pm
	12	PANTAI TIMOR BUKIT BUNGA	3 <sup>rd</sup> March – 4 <sup>th</sup> March	11am, 3pm, 5pm
	13	PANTAI TIMOR LUBOK JONG	10 <sup>th</sup> March – 11 <sup>th</sup> March	11am, 3pm, 5pm
	14	PANTAI TIMOR TANAH MERAH	10 <sup>th</sup> March – 11 <sup>th</sup> March	11am, 3pm, 5pm
	15	PANTAI TIMOR JERTEH	10 <sup>th</sup> March – 11 <sup>th</sup> March	11am, 3pm, 5pm
	16	PANTAI TIMOR KUALA BESUT	10 <sup>th</sup> March – 11 <sup>th</sup> March	11am, 3pm, 5pm
	17	PANTAI TIMOR TUMPAT	10 <sup>th</sup> March – 11 <sup>th</sup> March	11am, 3pm, 5pm
18	PANTAI TIMOR RANTAU	10 <sup>th</sup> March – 11 <sup>th</sup> March	11am, 3pm, 5pm	

<p><b>Participation Steps Qualifying Round</b></p>	<p>To take part in the Challenge during the Qualifying Round, Participants are required to:</p> <p>Step 1 : Buy any MAGGI Pedas Giler in bag format or bowl <b>min. RM10</b> (min 1x Bowl) in 1 receipt (“Proof of Purchase”) from any of the Participating Outlet.</p> <p>Step 2 : Approach the attending promoter for the MAGGI Pedas Giler Challenge (“Challenge Promoter”) with the Proof of Purchase</p> <p>Step 3: Register and complete the details required in the participation form provided by the Challenge Promoter</p> <p>Step 4 : Attend the relevant Challenge Session allocated by the Challenge Promoter to take part in the Challenge.</p> <p>Step 5: Complete the Challenge by eating a full bowl of MAGGI PEDAS GILER (bowl format) within the shortest and fastest time possible. The Challenge Promoter will track and record the time taken to complete the Challenge.</p>
<p><b>Winner Selection (Qualifying Round)</b></p>	<p>During the Qualifying Round:</p> <p>a) Only one (1) winner will be announced for each Participating Outlet based on the Specific Challenge Date allocated. The Participant who completes the Challenge within the shortest and fastest time possible will be announced as the winner</p> <p>b) Winners will be notified within 3 working days upon completion of the Challenge</p>
<p><b>Prizes to be won (Qualifying Round)</b></p>	<p>One winner will be selected per day per outlet. In total there are in total 36 sets of prizes to be won at qualifying round outlet level.</p> <p>Winner will get one (1) product hamper containing RM 50 worth of MAGGI products and; one (1) RM 50 TnG rebate.</p>
<p><b>Grand Finale &amp; Grand Finale Winner Selection</b></p>	<p>a) Two (2) winners with the fastest time to complete the Challenge during the Qualifying Round from each Participating Outlet will be shortlisted and invited to join the Grand Finale Challenge event (“Grand Finale Finalists”). In the event that the Two (2) winners from the outlets are not able to participate, the next participant with the best timing will be invited to the Grand Finals</p> <p>b) The Organiser through its appointed agency will contact the shortlisted winners to take part in the Grand Finale Challenge Event that will be held at a location to be separately determined and notified by the Organiser</p> <p>c) A total of seven (7) Grand Finale Challenge winners consisting of 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> prize winners will be selected. The top seven(7) Grand Finale Finalists who successfully complete the Challenge by eating a full bowl of MAGGI PEDAS GILER (bowl format) within the shortest and fastest time possible will be declared the winners.</p>

<b>Prizes to be won (Grand Finale Event)</b>	Prizes to be won during the Grand Finale Event Challenge are as follows: <ul style="list-style-type: none"> <li>a) 1<sup>ST</sup> Prize 1 x RM 1500</li> <li>b) 2<sup>ND</sup> Prize 1 x RM 500</li> <li>c) 3<sup>RD</sup> Prize 5 x RM 200</li> </ul>
<b>Other Conditions</b>	<ul style="list-style-type: none"> <li>a) The Organiser will contact all selected Qualifying Round Winners and Grand Finale Finalists via the contact number from which the Organiser received during registration and provided in the participation form. The Organiser will not be held liable in the event the Qualifying Winners and/or Grand Finale Finalists cannot be contacted for whatever reasons.</li> <li>b) Each participant may throughout the Challenge Period win only: <ul style="list-style-type: none"> <li>i) One [1] Qualifying Round Prize; and</li> <li>ii) One [1] Grand Finale Prize</li> </ul> </li> <li>c) All prizes will be fulfilled on the Grand Finale event. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</li> <li>d) All unclaimed prizes after the deadline stipulated by the Organiser will be forfeited.</li> <li>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.</li> <li>f) 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> </ul>

This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at: [nes.tl/MAGGIAdaBerani](https://nes.tl/MAGGIAdaBerani) collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Challenge (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

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

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

## **2. Challenge Entries**

- 2.1 By submitting an entry to the Challenge, 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 Challenge, 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 Challenge 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 Challenge and submitting any personal information.

- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Challenge 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 Challenge:

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

- 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 Challenge (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Challenge 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 Challenge 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 Challenge, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Challenge or violation of the Terms and Conditions

## **10. Limitation of Liability**

- 10.1 The Participant’s participation in the Challenge 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 Challenge, 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 Challenge 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 Challenge, in particular that relates to the Prize, are the properties of their respective owners. This Challenge 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 Challenge.
- 11.5 Where the Terms and Conditions of the Challenge 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 Challenge shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

- 12.1 By participating in the Challenge, 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](http://www.nestle.com.my/info/privacy_notice).

<b>BORANG MAGGI® PEDAS GILER ADA BERANI CHALLENGE @ BILLION</b>	
<b>Nama Penuh seperti dalam kad pengenalan</b>	
<b>No. Tel Bimbit*</b>	
<b>Tarikh:</b>	
<b>Perakuan</b>	<p>Dengan mengambil bahagian, saya bersetuju dengan Terma dan Syarat <a href="https://www.nestle.com.my/info/privacy_notice">nes.tl/MAGGIAdaBerani</a> dan Notis Privasi <a href="https://www.nestle.com.my/info/privacy_notice">https://www.nestle.com.my/info/privacy_notice</a></p> <p>.....</p>
<b>Masa penghabisan MAGGI Pedas Giler (xx minit xxx s)</b>  <b>Untuk diisi oleh Promoter</b>	