



Good Food, Good Life

PERADUAN WHATSAPP & MENANG DENGAN NESCAFÉ®

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. [45229-H]																																												
Promotion	PERADUAN WHATSAPP & MENANG DENGAN NESCAFÉ®																																												
Promotion Period	The Promotion starts at 00:00:00 on 1 st September 2019 and closes at 23:59:59 on 3 rd November 2019.																																												
Eligibility	The Promotion is open to all Malaysian citizens and permanent residents in Malaysia of aged 18 years and above with valid identification (MyKad or MyPR) as at the start of the Promotion Period.																																												
Entry Method	<p>1. Buy any two (2) x NESCAFÉ® Ready To Drink products (Tin/Bottle/Cup) (“NESCAFÉ® RTD Products”), in a single receipt (“Proof of Purchase”) from any participating outlets during the Promotion Period. The participating NESCAFÉ® RTD Products are :</p> <table border="1"><thead><tr><th>No</th><th>Product Description</th></tr></thead><tbody><tr><td>1</td><td>NESCAFÉ Original Tin 240ml</td></tr><tr><td>2</td><td>NESCAFÉ Mocha Tin 240ml</td></tr><tr><td>3</td><td>NESCAFÉ Latte Tin 240ml</td></tr><tr><td>4</td><td>NESCAFÉ Tarik Tin 240ml</td></tr><tr><td>5</td><td>NESCAFÉ Tarik Kaw Tin 240ml</td></tr><tr><td>6</td><td>NESCAFÉ Tarik Less Sweet Tin 240ml</td></tr><tr><td>7</td><td>NESCAFÉ Rose Latte Tin 240ml</td></tr><tr><td>8</td><td>NESCAFÉ Black Roast/ Kopi O Tin 240ml</td></tr><tr><td>9</td><td>NESCAFÉ Ipoh White Coffee Tin 240ml</td></tr><tr><td>10</td><td>NESCAFÉ Ice Tin 300ml</td></tr><tr><td>11</td><td>NESCAFÉ Cold Brew Latte Tin 240ml</td></tr><tr><td>12</td><td>NESCAFÉ Cold Brew Lightly Sweetened Tin 240ml</td></tr><tr><td>13</td><td>NESCAFÉ Cold Brew Citrus Tin 240ml</td></tr><tr><td>14</td><td>NESCAFÉ Mocha Hazelnut Tin 240ml</td></tr><tr><td>15</td><td>NESCAFÉ Mocha Orange Tin 240ml</td></tr><tr><td>16</td><td>NESCAFÉ Latte Intenso Tin 240ml</td></tr><tr><td>17</td><td>NESCAFÉ Smoovalatte Caramel 225ml</td></tr><tr><td>18</td><td>NESCAFÉ Smoovalatte Original 225ml</td></tr><tr><td>19</td><td>NESCAFÉ Caramel Macchiato Cup 300ml</td></tr><tr><td>20</td><td>NESCAFÉ Smooth Cappuccino Cup 300ml</td></tr><tr><td>21</td><td>NESCAFÉ Caffè Mocha Cup 300ml</td></tr></tbody></table>	No	Product Description	1	NESCAFÉ Original Tin 240ml	2	NESCAFÉ Mocha Tin 240ml	3	NESCAFÉ Latte Tin 240ml	4	NESCAFÉ Tarik Tin 240ml	5	NESCAFÉ Tarik Kaw Tin 240ml	6	NESCAFÉ Tarik Less Sweet Tin 240ml	7	NESCAFÉ Rose Latte Tin 240ml	8	NESCAFÉ Black Roast/ Kopi O Tin 240ml	9	NESCAFÉ Ipoh White Coffee Tin 240ml	10	NESCAFÉ Ice Tin 300ml	11	NESCAFÉ Cold Brew Latte Tin 240ml	12	NESCAFÉ Cold Brew Lightly Sweetened Tin 240ml	13	NESCAFÉ Cold Brew Citrus Tin 240ml	14	NESCAFÉ Mocha Hazelnut Tin 240ml	15	NESCAFÉ Mocha Orange Tin 240ml	16	NESCAFÉ Latte Intenso Tin 240ml	17	NESCAFÉ Smoovalatte Caramel 225ml	18	NESCAFÉ Smoovalatte Original 225ml	19	NESCAFÉ Caramel Macchiato Cup 300ml	20	NESCAFÉ Smooth Cappuccino Cup 300ml	21	NESCAFÉ Caffè Mocha Cup 300ml
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	<ol style="list-style-type: none"> 2. Snap a picture of the Proof of Purchase. Ensure that the details of the NESCAFÉ® RTD Products, receipt number and date of purchase are visible. Send the picture via Whatsapp to a dedicated number for the contest at 018-372 2366, together with Full Name and MyKad number (e.g. <i>Hajah Adnee Binti Haji Ahmad, 830118101232</i>) (“Entry”). 3. Each valid Entry, completed with the required information received by the Organiser during the Promotion Period will be serialized. For every two (2) NESCAFÉ® RTD Products purchased under the single Proof of Purchase, one (1) serial number will be allocated to the Entry. For example ; <ol style="list-style-type: none"> a. the Proof of Purchase contains four (4) NESCAFÉ® RTD Products, two (2) serial numbers will be given b. the Proof of Purchase contains six (6) NESCAFÉ® RTD Products, three (3) serial numbers will be given 4. For every two (2) NESCAFÉ® RTD Products purchased under one single Proof of Purchase from Giant outlets, two (2) serial numbers will be given. For example ; <ol style="list-style-type: none"> a. the Proof of Purchase contains four (4) NESCAFÉ® RTD Products, four (4) serial numbers will be given b. the Proof of Purchase contains six (6) NESCAFÉ® RTD Products, six (6) serial numbers will be given 5. Entry processing period will be on working days from Monday to Friday only from 09:00:00 – 17:00:00 daily.
Entry Deadline	All entries must be received by the Organiser on or before 23:59:59 on 3 rd November 2019.
Judging Details	<p>Verification of Entries</p> <ul style="list-style-type: none"> • Clear snapshot of the Proof of Purchase indicating the NESCAFÉ® RTD Product(s) , receipt number, date and outlet • Hand written receipt will be accepted as Proof Of Purchase. However, the hand written receipt must bear the official company stamp of the retailer at which the purchase is made. • E-Commerce Receipt is accepted as Proof of Purchase. • No alteration of receipt in any form ; store name, item(s) purchased, prices and transaction date • Purchase Order and Delivery Note will NOT be accepted as Proof of Purchase. • Validity of the purchase date • Purchase quantity requirement fulfilled

Set out below is the weekly prizes tabulation schedule (each referred to as “**Promotion Week**”):

- ❑ Week 1 : 1 September 2019 – 8 September 2019
- ❑ Week 2 : 9 September 2019 – 15 September 2019
- ❑ Week 3 : 16 September 2019 – 22 September 2019
- ❑ Week 4 : 23 September 2019 – 29 September 2019
- ❑ Week 5 : 30 September 2019 – 6 October 2019
- ❑ Week 6 : 7 October 2019 – 13 October 2019
- ❑ Week 7 : 14 October 2019 – 20 October 2019
- ❑ Week 8 : 21 October 2019 – 27 October 2019
- ❑ Week 9 : 28 October 2019 – 3 November 2019

Winner Selection :

The Organiser will allocate serial numbers for each entry received and approved by the Organiser to be the successful Entry each week throughout the Promotion Period (each “Qualified Entry” and collectively, the “Qualified Entries”). A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.

As part of the weekly winners’ shortlisting/selection process, the Organiser will tabulate the total number of Qualified Entries. Assuming the total Qualified Entries for a particular Promotion Week is 6,450 the Organiser will compute participants to win the prizes based on the following:

Weekly Grand Prize – 1 x Yamaha YZF R25 Sport Motorcycle

There is one [1] Yamaha YZF R25 Sport Motorcycle to be won weekly for nine [9] weeks.

The winner will be determined based on the serialized number of Qualified Entries received during the Promotion Week Period (e.g. ; 6,450 serialized numbers) and thus dividing with 2, for example; $6,450 \div 2 = 3,225$.

Entry bearing the serial number 3,225* will be selected to win the Yamaha YZF R25 Sport Motorcycle.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

Weekly First Prize - 2 x Branded Smartphone

There are two [2] Branded Smartphones to be won weekly for nine [9] weeks.

The winners will be selected; the total serialized numbers allocated based on the Qualified Entries received during the Promotion Week Period (e.g.; 6,450 serial numbers) along with the deduction of one [1] Grand Prize winner’s entry/entries and thus dividing with the allocated two (2) Branded Smartphones, for example; $6,450 - 1 = 6,449 \div 2 = 3,224.5$. The multiplication number in this case is 3,224.

A total of two [2] participants with Entries bearing the following serial numbers will be selected to win the Branded Smartphone: 3224* and 6448*

Where there is a decimal value, the number will be rounded down to the nearest single digit number.

Weekly Second Prize – 3 x Branded Watch

There are three [3] Branded Watches to be won weekly for nine [9] weeks.

The winners will be selected; if the total serialized numbers allocated based on the Qualified Entries received during the Promotion Week period (e.g.; 6,450 serialized numbers) along with the deduction of one [1] Grand Prize winner's entry and two [2] First Prize winners entries, thus dividing the allocated three (3) Branded Watches , for example; $6,450 - (1 + 2) = 6,447 \div 3 = 2,149$. The multiplication number in this case is 2,149.

A total of three [3] participants with Entries bearing the following serial numbers will be selected to win the Branded Watch : 2149* , 4298* and 6447*

Where a decimal value arises, the number will be rounded down to the nearest single digit number.

Weekly Consolation Prize – 100 x Petrol Card worth RM 50 Credit

There are one hundred [100] Petrol Cards worth RM50 Credit each to be won weekly for nine [9] weeks.

If the total serialized numbers allocated based on the Qualified Entries received during the Promotion Week period (e.g. ; 6,450 serialized numbers), the serialized numbers will be divided with the allocated hundred [100] Petrol card along with the deduction of one [1] Grand Prize winner's entry/entries , two [2] First Prize winners entries and three (3) Second Prize winners entries , for example: $6,450 - (1+2+3) = 6444 \div 100 = 64.4$. The multiplication number in this case is 64.

A total of one hundred [100] participants are set with a multiple of 50 will be selected to win the Petrol Card worth RM50 Credit. Example of the winning serial numbers: 64*, 128* ,192* ,256* , 320* , 384* and hereafter will be declared as the weekly winners.

Where there is a decimal value, the number will be rounded down to the nearest single digit number.

	<p>Winner Announcement</p> <p>All shortlisted Winners will be informed or contacted via WhatsApp from 018-372 2366. Winner must be able to answer one question correctly via WhatsApp to be eligible for the Prize.</p> <p>Each winner may only win one (1) prize during the entire Period of Promotion. Winners will be notified via WhatsApp. The list of winners will also be announced on the Organiser's website ; https://www.dearnestle.com.my/event-and-happening/peraduan-nescafe-rtd-icm-2019</p>
Prizes	<p>Weekly Grand Prize : 1 x Yamaha YZF R25 Sport Motorcycle (1 unit weekly x 9 weeks ; 9 units in total)</p> <p>Weekly First Prize : 2 x Branded Smartphone (2 units weekly x 9 weeks ; 18 units in total)</p> <p>Weekly Second Prize : 3 x Branded Watch (3 units weekly x 9 weeks ; 27 units in total)</p> <p>Weekly Consolation Prize : 100 x Petrol Card worth RM50 credit (100 units weekly x 9 weeks ; 900 units in total)</p>
Prize Claim/Delivery Date	All prizes will be processed for delivery or collection within 14 days from the end of the Promotion Period. The prizes must be claimed within three [3] months from the date of the letter or announcement or notice of the claim of the prize whichever is earlier.
Additional terms	-NA-

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.dearnestle.com.my/event-and-happening/peraduan-nescafe-rtd-icm-2019> 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").*

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 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:

- (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 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 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 Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the PERADUAN WHATSAPP & MENANG DENGAN NESCAFÉ®, You consent for Nestlé Products Sdn. Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Nestlé Malaysia Group") and service providers, agents and contractors who provide administrative and business support to us and act on our behalf ("Authorised Third Parties") (collectively "Organiser", "us", "we" or "our") to process your personal information provided in the WhatsApp Application for purposes of the PERADUAN WHATSAPP & MENANG DENGAN NESCAFÉ®. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.
- 12.2 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events or contests organised by the Organiser. Please indicate your option on the form if you agree to the use of your personal information for this purpose.
- 12.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 12.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 12.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at http://www.nestle.com.my/info/privacy_policy.

12.6 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our privacy policy at http://www.nestle.com.my/info/privacy_policy.

12.7 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.

All your written requests or queries should be addressed to:

Contact: Personal Data Protection Officer

- Address: Nestlé Products Sdn. Bhd., 22-1, 22nd Floor, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara 47810, Petaling Jaya, Selangor; or
- Web Form : <https://www.nestle.com.my/contactus>; or
- Call us : 1-800-88-3433

12.8 Please note the Organiser requires your personal information in order to process your participation in the PERADUAN WHATSAPP & MENANG DENGAN NESCAFÉ®, without which we will not be able to process your application.

12.9 For a more detailed description of our privacy practices, please refer to our Privacy Policy at http://www.nestle.com.my/info/privacy_policy. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.