




Good food, Good life

## TERMS AND CONDITIONS

### A. Schedule to Conditions of Entry

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966].
2. <b><u>Promotion:</u></b>	PERADUAN NESTLÉ BALIK RAYA NIKMATI BERSAMA.
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 06/03/2023 and closes at 23:59:59 on 30/04/2023.
4. <b><u>Eligibility:</u></b>	The Promotion 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 Promotion Period. The Organiser shall reserve the right to request for evidence of identification documents.
5. <b><u>Entry Method:</u></b>	<p>a. To participate in the Promotion, purchase any participating MILO and/or NESCAFÉ Ready to Drink Products with Hari Raya theme packaging [“Raya Products”] and find the secret code on the UHT pack top panel and/or on the back of the can pull tab during the Promotion Period.</p> <p>b. The secret code on the UHT pack top panel will have the word RAYA888 printed on it and the secret code on the back of the can pull tab will have the alphabet RY printed on it [“UHT RAYA888/PULL TAB RY”]. Below are the pictures of the UHT RAYA888 / PULL TAB RY:</p> <div style="display: flex; justify-content: space-around; align-items: center;"><div style="text-align: center;"><p>UHT RAYA888</p></div><div style="text-align: center;"><p>PULL TAB RY</p></div></div> <p>c. Below are the list of Raya Products:</p> <ol style="list-style-type: none"><li>i. MILO UHT Fest [4x6x200ml]</li><li>ii. MILO ACTIV-GO UHT [4x6x200ml]</li><li>iii. MILO Original Can Fest [24x240ml]</li><li>iv. MILO Original Can Fest [4x6x240ml]</li><li>v. NESCAFÉ Original Can [24x240ml]</li></ol>

	<ul style="list-style-type: none"> <li>vi. NESCAFÉ Original Can Fest [24x240ml]</li> <li>vii. NESCAFÉ Original Can [4x6x240ml]</li> <li>viii. NESCAFÉ Original Can Fest [4x6x240ml]</li> </ul> <p>d. Each submission/entry should contain one [1] unique UHT RAYA888 / PULL TAB RY ONLY to be eligible for one [1] entry submission.” There is however no limit to the number of submission/entries per Participant.</p>
<p>6. <b><u>Entry Submission:</u></b></p>	<ul style="list-style-type: none"> <li>a. How to register your UHT RAYA888 / PULL TAB RY via Website: <ul style="list-style-type: none"> <li>i. Snap one [1] <u>clear and legible</u> picture/image in jpg or jpeg or png format [“Image”] of your UHT RAYA888 / PULL TAB RY.</li> <li>ii. One [1] Image must contain a picture of one [1] UHT RAYA888 / PULL TAB RY only and the Image file must be less than 2MB.</li> <li>iii. Scan the QR code shown on the Raya Product packaging or visit the Promotion Website at: <a href="https://nes.tl/RtdRaya2023my">nes.tl/RtdRaya2023my</a>.</li> <li>iv. Complete all the required personal details [“Personal Details”] in the Web Form provided on the Promotion Website.</li> <li>v. Upload the Image on the Web Form and submit.</li> <li>vi. You will receive an auto-reply acknowledgment message with a unique reference number [“<b>Ref No</b>”] for each submission and the simple steps to send your UHT RAYA888 / PULL TAB RY to the Organiser for verification process.</li> </ul> </li> <li>b. How to submit your UHT RAYA888 / PULL TAB RY via courier: <ul style="list-style-type: none"> <li>i. Write on a piece of paper your full name, identification number, mobile number [WhatsApp activated] and your <b>Ref No</b> [“Personal Details”] and insert the paper and your UHT RAYA888 / PULL TAB RY into an envelope.</li> <li>ii. Send your envelope to <b>OMNITEAM SDN BHD [RAYA], 16, Jalan SS25/35, Taman Mayang 47301 Petaling Jaya, Selangor</b> by any method guaranteed to arrive i.e.: via post, dispatch, courier service or POS Laju [“Entries”].</li> <li>iii. All submission of Entries is at the Participants own risk and proof of postage shall not constitute proof of receipt by the Organiser.</li> </ul> </li> <li>c. Each Entry received will be verified and approved by the Organiser to be a successful Entry throughout the Promotion Period according to the UHT RAYA888 / PULL TAB RY submitted [each a “Qualified Entry” and collectively the “Qualified Entries”].</li> <li>d. Failure to submit the UHT RAYA888 / PULL TAB RY after Promotion Website registration will result in disqualification and prize forfeiture.</li> <li>e. Entries with incomplete Personal Details and invalid and/or wrong UHT RAYA888 / PULL TAB RY will be disqualified. The Organiser will not send any notifications to the Participants for disqualified Entries.</li> </ul>

7. <b><u>Entry Deadline:</u></b>	a. All Entries must be received by the Organiser on or before 23:59:59 on 30/04/2023. All Entries received outside the Promotion Period will be automatically disqualified.
8. <b><u>Tier 1 – Early Bird Prizes:</u></b>	<p>a. There is a total of three thousand [3000] Early Bird Prizes which consists of one [1] RM100 e-Wallet Credit of your choice to be won throughout the Promotion Period.</p> <p>b. Winners may choose their Early Bird Prize as per below, either:</p> <ol style="list-style-type: none"> <li>i. One [1] RM100 Touch ‘n Go eWallet Reload PIN or,</li> <li>ii. One [1] RM100 Boost Credit Redemption Code or,</li> <li>iii. One [1] RM100 SPayGlobal e-Credit.</li> </ol> <p>c. The Organiser’s service provider will contact all Qualified Entries Participants via the Contest Official WhatsApp Number at <b>6018 388 6332</b> to the mobile number from which the Organiser received in the Qualified Entries. Each Participant will be given one [1] question to answer. The selected Participant must answer the question posted by the Organiser correctly in order to win the Prize. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Participant cannot be contacted via WhatsApp for whatever reasons.</p> <p>d. In the event the Early Bird Prizes is completely won, the Organiser will update the status in the Promotion Website at: <a href="https://nes.tl/RtdRaya2023my">nes.tl/RtdRaya2023my</a>.</p> <p>e. All Qualified Entries received in Tier 1, either Early Bird Prize winners or non-Early Bird winners will automatically be eligible to participate in Tier 2 and stand a chance to win the Grand Prize.</p>
9. <b><u>Tier 2 – Grand Prizes:</u></b>	<p>a. There is a total of six [6] Grand Prizes which consists of one [1] YAMAHA 135LC motorbike each to be won throughout the Promotion Period.</p> <p>b. Winner of the Grand Prize shall also at their own costs and expenses be liable for the miscellaneous fees that are required for them to utilize the Grand Prize; including but not limited to registration fees, road tax and insurance.</p>
10. <b><u>Judging Details – Grand Prizes:</u></b>	<p>a. As part of the Grand Prize Finalists selection process, the Organiser will allocate serial numbers for each Qualified Entry received throughout the Promotion Period. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>b. The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming that the Total Qualified Entries is <b>3005</b>, the Organiser</p>

	<p>will compute and select based on the following:</p> <p>i. <b>Selection of six [6] Grand Prize Finalists: <math>3005 \div 6 = 500.84</math>.</b> Since dividing 3005 with 6 will result in a number with decimal value, the number 500.84 will be rounded down to <b>500</b>. The following 6 Participants with Qualified Entries bearing the following serial numbers will be selected: 500*, 1000*, 1500*, 2000, 2500 and 3000 [*computation example: <b>500</b>, <math>500+500=1000</math>, <math>1000+500=1500</math>].</p>
<p>11. <b><u>Exclusive at LOTUS'S:</u></b></p>	<p>a. Participants that found the UHT RAYA888 / PULL TAB RY when purchasing from any LOTUS'S instore outlets during the Promotion Period will also stand a chance to win additional prizes if they submit their Entry together with the LOTUS'S purchase receipt ["LOTUS'S Receipt"].</p> <p>b. The LOTUS'S Receipt can come in the form of printed receipts from the LOTUS'S instore outlet point-of-sale systems and must bear the RAYA Products purchased, date of purchase, purchase amount, receipt number and name and/or logo of the outlet ["Receipt Details"].</p> <p>c. During the registration of the UHT RAYA888 / PULL TAB RY via Website [refer Clause 6a], the participant must include the LOTUS'S Receipt in the Image. The participant must snap a <u>clear and legible</u> picture/image in jpg or jpeg or png format of the UHT RAYA888 / PULL TAB RY and the LOTUS'S Receipt together in one [1] Image. One [1] Image must contain a picture of one [1] UHT RAYA888 / PULL TAB RY and one [1] LOTUS'S Receipt only.</p> <p>d. During the submission of the UHT RAYA888 / PULL TAB RY via courier [refer Clause 6b], the participant must include the original LOTUS'S Receipt in the envelope and send.</p> <p>e. Each Entry with LOTUS'S Receipt received will be verified and approved by the Organiser to be a successful Entry for the Exclusive at LOTUS'S Prize throughout the Promotion Period according to the UHT RAYA888 / PULL TAB RY and original LOTUS'S Receipt submitted [each a "Qualified Entry" and collectively the "Qualified Entries"]. The qualified Entries will be eligible to stand a chance to win the Exclusive at LOTUS'S Prize.</p> <p>f. Entries with wrong, unclear and/or incomplete LOTUS'S Receipt Image, incomplete Receipt Details and Personal Details and invalid and/or wrong UHT RAYA888 / PULL TAB RY, will be disqualified. Failure to submit the UHT RAYA888 / PULL TAB RY and the original LOTUS'S Receipt after Promotion Website registration will result in disqualification and forfeiture of the Exclusive at LOTUS'S Prize.</p>
<p>12. <b><u>Exclusive at LOTUS'S Monthly</u></b></p>	<p>a. There is a total of fifteen [15] Exclusive at LOTUS'S Monthly Prizes to be won throughout the Promotion Period which consists of below:</p> <p>i. <u>Month 1* – 06/03/2023 to 31/03/2023:</u></p>

<p><b><u>Prizes &amp; Judging Details:</u></b></p>	<p>Eight [8] CORNINGWARE 10-pc Classic Set (which includes 5 casserole pots and 5 lids] each.</p> <p>ii. <u>Month 2 – 01/04/2023 to 30/04/2023:</u> Seven [7] CORNINGWARE 10-pc Classic Set (which includes 5 casserole pots and 5 lids] each.</p> <p><i>* Exclusive at LOTUS’S Monthly Prizes for Month 1 that are not won in Month 1, will be brought forward to be won in Month 2.</i></p> <p>b. To select the Finalists, ALL <u>Qualified Entries with LOTUS’S receipts</u> collected and processed by the Organiser during the Winners’ selection process and throughout each month of the Promotion Period will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>c. The serial numbers allocated to each <u>Qualified Entries with LOTUS’S receipts</u> will be tabulated and added up to derive the total number of Qualified Entries with LOTUS’S receipts [“LOTUS’S Total Qualified Entries”]. Assuming that the Total LOTUS’S Qualified Entries <b>127</b>, the Organiser will compute and select the finalists [“Finalist”] to win the prizes based on the following:</p> <p>i. <b>Selection of eight [8] Month 1 – Exclusive at LOTUS’S Monthly Prize Finalists: <math>127 \div 8 = 15.88</math>.</b> Since dividing 127 with 8 will result in a number with decimal value, the number 15.88 will be rounded down to <b>15</b>. The following 8 Participants with <u>Qualified Entries with LOTUS’S receipts</u> bearing the following serial numbers will be selected: 15*, 30*, 45*, 60, 75 and so forth [*computation example: <b>15</b>, 15+15=<b>30</b>, 30+15=<b>45</b>].</p>
<p>13. <b><u>Exclusive at ECONSAVE:</u></b></p>	<p>a. Participants that found the UHT RAYA888 / PULL TAB RY when purchasing from any ECONSAVE instore outlets during the Promotion Period will also stand a chance to win additional prizes if they submit their Entry together with the ECONSAVE purchase receipt [“ECONSAVE Receipt”].</p> <p>b. The ECONSAVE Receipt can come in the form of printed receipts from the ECONSAVE instore outlet point-of-sale systems and must bear the RAYA Products purchased, date of purchase, purchase amount, receipt number and name and/or logo of the outlet [“Receipt Details”].</p> <p>c. During the registration of the UHT RAYA888 / PULL TAB RY via Website [refer Clause 6a], the participant must include the ECONSAVE Receipt in the Image. The participant must snap a <u>clear and legible</u> picture/image in jpg or jpeg or png format of the UHT RAYA888 / PULL TAB RY and the ECONSAVE Receipt together in one [1] Image. One [1] Image must contain a picture of one [1] UHT RAYA888 / PULL TAB RY and one [1] ECONSAVE Receipt only.</p> <p>d. During the submission of the UHT RAYA888 / PULL TAB RY via courier</p>

	<p>[refer Clause 6b], the participant must include the original ECONSAVE Receipt in the envelope and send.</p> <p>e. Each Entry with ECONSAVE Receipt received will be verified and approved by the Organiser to be a successful Entry for the Exclusive at ECONSAVE Prize throughout the Promotion Period according to the UHT RAYA888 / PULL TAB RY and original ECONSAVE Receipt submitted [each a “Qualified Entry” and collectively the “Qualified Entries”]. The qualified Entries will be eligible to stand a chance to win the Exclusive at ECONSAVE Prize.</p> <p>f. Entries with wrong, unclear and/or incomplete ECONSAVE Receipt Image, incomplete Receipt Details and Personal Details and invalid and/or wrong UHT RAYA888 / PULL TAB RY, will be disqualified. Failure to submit the UHT RAYA888 / PULL TAB RY and the original ECONSAVE Receipt after Promotion Website registration will result in disqualification and forfeiture of the Exclusive at ECONSAVE Prize.</p>
<p>14. <b><u>Exclusive at ECONSAVE Prizes &amp; Judging Details:</u></b></p>	<p>a. There is a total of forty eight [48] Exclusive at ECONSAVE Prizes which consists of one [1] RM100 ECONSAVE Voucher each to be won throughout the Promotion Period.</p> <p>b. To select the Finalists, ALL <u>Qualified Entries with ECONSAVE receipts</u> collected and processed by the Organiser during the Winners’ selection process and throughout Promotion will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>c. The serial numbers allocated to each <u>Qualified Entries with ECONSAVE receipts</u> will be tabulated and added up to derive the total number of Qualified Entries with ECONSAVE receipts [“ECONSAVE Total Qualified Entries”]. Assuming that the Total ECONSAVE Qualified Entries <b>405</b>, the Organiser will compute and select the finalists [“Finalist”] to win the prizes based on the following:</p> <p>ii. <b>Selection of forty eight [48] Exclusive at ECONSAVE Prize Finalists:</b>  <math>405 \div 48 = 8.4</math>. Since dividing 405 with 48 will result in a number with decimal value, the number 8.4 will be rounded down to <b>8</b>. The following 48 Participants with <u>Qualified Entries with ECONSAVE receipts</u> bearing the following serial numbers will be selected: 8*, 16*, 24*, 32, 40 and so forth [*computation example: <b>8</b>, <math>8+8=16</math>, <math>16+8=24</math>].</p>
<p>d. <b><u>Additional Terms:</u></b></p>	<p>a. Each Participant may throughout the Promotion Period win:</p> <ol style="list-style-type: none"> <li>i. unlimited Tier 1 – Early Bird Prizes,</li> <li>ii. one [1] Tier 2 – Grand Prize,</li> <li>iii. one [1] Exclusive at LOTUS’S Prize, and</li> <li>iv. one [1] Exclusive at ECONSAVE Prize only.</li> </ol> <p>b. Upon request, all Winners must provide their personal details to the</p>

Organiser for prizes fulfilment.

- c. Should the Early Bird Winner select Touch 'n Go eWallet Reload PIN or Boost Credit Redemption Code as their prize, the Organiser's service provider will send the codes to the Winner via the Contest Official WhatsApp Number at **6018 388 6332** to the mobile number from which the Organiser received in the Qualified Entries, within 6 to 8 weeks from the closing date of the Promotion.
- d. Should the Early Bird Winner select SPayGlobal e-Credit as their prize, it will be credited to the Winner's NRIC number and the mobile number from which the Organiser received in the Qualified Entries, via the S PAY GLOBAL App within 6 to 8 weeks from the closing date of the Promotion.
- e. All Early Bird Winners must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet Credit Prizes. The following are the terms and conditions of the Contest Prize vendors:
  - i. Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions;  
<https://www.touchngo.com.my/assets/pdf/user-tnc.pdf>
  - ii. Usage of the Boost Credit Redemption Code is subject to Axiata Digital eCode Sdn Bhd Terms & Conditions;  
<https://www.myboost.com.my/terms/>
  - iii. Usage of the SPayGlobal e-Credit is subject to SiliconNet Technologies Sdn Bhd's Terms & Conditions;  
<https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html>
- f. The Organiser will not be held responsible if any of the e-Wallet Credit Prizes cannot be delivered or deployed to the winners due to any change or difference in the mobile contact number submitted by the winners to the Organizer during Contest entry submission.
- g. All the other Prizes will be delivered to the addresses provided by the Winners, within 6 – 8 weeks from the closing date of the Promotion.
- h. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited. The Organiser reserves the right to substitute any prize for an alternative of equal or greater value.
- i. 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

	<p>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.</p> <p>j. The Organizer shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any other additional costs (i.e.: travel expenses, transportation cost, duties and taxes) involved to redeem or collect the prize shall be borne by the Winner at their own cost.</p>
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This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at: [nes.tl/RtdRaya2023my](https://nes.tl/RtdRaya2023my) 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”).

Consumer Services Contact No.: 1800 88 3433.

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

**2. Promotion Entries**

- 2.1 By submitting an entry to the Promotion, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Promotion, including without limitation, telecommunications, network, Short



Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.

- 2.3 Proof of submission of an Entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

### **3. Eligibility**

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Promotion and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

### **4. Ineligibility**

The following groups of persons shall not be eligible to participate in the Promotion:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

### **5. Disqualification**

- 5.1 The following entries will be disqualified:
- (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
  - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the Organiser reserves the right to disqualify any Participant that:
- (a) undermines, has or attempted to undermine the operation of the Promotion by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.

5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

## **6. Prizes**

6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.

6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.

6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the 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 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 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 Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

- 12.1 By participating in the Promotion, 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 bm](http://www.nestle.com.my/info/privacy_notice_bm).