

"Peraduan Nestlé WhatsApp & Menang" Contest

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Contest	"Peraduan Nestlé WhatsApp & Menang"
Contest Period	The Contest starts at 00:00:00 on 8 th April 2021 and closes at 23:59:59 on 3 rd June .
Eligibility	The Contest is open to all individual legal residents of Malaysia aged 18 years and above as
	at the start of the Contest Period.
Entry Method	WhatsApp Submission
	1. To participate in the Contest, purchase a minimum worth of Ringgit Malaysia Fifteen (RM15.00) ("Minimum Value") of any participating NESTLÉ Ready To Drink products (Tin/Bottle/Cup/UHT) as listed in paragraph 6 below in a single receipt ("Proof of Purchase") within the Contest Period from any Tesco offline stores or Tesco official online platform (official website and mobile application).
	 Write on the front of the original Proof of Purchase, your full name (as per MyKad), MyKad number and e-mail address (if any) (e.g. Ariff Bin Ahmad, 901120-14-4221, ariff@gmail.com) ("Entry").
	3. Send the clear picture of the Proof of Purchase via WhatsApp application to 013-693 6650. Each Entry, once verified by the Organiser, will be assigned a running serial number. NOTE: Proof of Purchase (receipts) redeemed for the "Program Penebusan Nestlé Koleksi Raya" (8th April 2021 – 3rd June 2021) cannot be re-used in conjunction with this Contest, and will be disqualified.
	4. Submission without e-mail address will still be accepted.
	5. The Organiser will not send an acknowledgement report for each Entry.
	6. The list of Products are:
	NO PRODUCT NO PRODUCT
	1 MILO® UHT 125ML 23 NESCAFE® KOPI O TIN 240ML
	2 MILO® UHT 200ML 24 NESCAFE® KOPI C TIN 240ML 3 MILO® UHT 12×200ML 25 NESCAFE® CHAM TIN 240ML 25 NESCAFE® CHAM TIN 240ML
	4 MILO® UHT 1L 26 NESCAFE® SMUUVLATTE® 225ML 27 NESCAFE® SMOOVLATTE® CARAMEL 225ML 27 NESCAFE® SMOOVLATTE® CARAMEL 225ML
	6 MILO® ORIGINAL TIN 240ML 28 NESCAFE® COLD BREW LATTE TIN 240ML
	7 MILO® MOCHA TIN 240ML 29 NESCAFE® COLD BREW HAZELNUT 240ML
	8 MILO® ICE TIN 240ML 30 NESCAFE® TARIK KURANG MANIS 240ML
	9 MILO® KAW TIN 240ML 31 NESCAFE® LATTE INTENSO TIN 240ML

MILO® ORIGINAL PET 225ML

MILO® PROTEIN UP 225ML

NESCAFE® AIS TIN 300ML

MILO® DAIRY FREE ALMOND PET 225ML

NESCAFE® DAIRY FREE OAT LATTE PET 225ml

NESCAFE® IPOH WHITE COFFEE TIN 240ML

NESCAFE® DAIRY FREE ALMOND LATTE PET 225ml

MILO® DAIRY FREE ALMOND UHT 1L

NESCAFE® TARIK KAW TIN 240ML

NESCAFE® TARIK TIN 240ML

NESCAFE® LATTE TIN 240ML

NESCAFE® MOCHA TIN 240ML

NESCAFE® ORIGINAL TN 240ML

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NESTLÉ JUST MILK LOW FAT MILK 1L
NESTLÉ JUST MILK STRAWBERRY FLAVOURED MILK 200ML
NESTLÉ JUST MILK STRAWBERRY FLAVOURED MILK 1L

NESCAFE® MOCHA ORANGE TIN 240ML

NESCAFE® MOCHA HAZELNUT TIN 240ML

NESCAFE® CARAMEL MACCHIATO 250ML

NESCAFE® ICED CAPPUCCINO 500ML

NESTLÉ OMEGA PLUS 200ML

NESCAFE® SMOOTH CAPPUCCINO CUP 2500ML

NESTLÉ OMEGA PLUS DARK CHOCOLATE 200ML

NESTLÉ JUST MILK FULL CREAM MILK 200ML

NESTLÉ JUST MILK FULL CREAM MILK 1L

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- 7. For any purchase of **Minimum Value** of Ringgit Malaysia Fifteen (RM15.00) in a single Proof of Purchase shall constitute as (1) one Entry; which one (1) serial number will be given automatically.
- 8. Entries where the Purchase(s) is exceeding the Minimum Value in a single Proof of Purchase automatically given additional running serial number(s) based on every subsequent Minimum Value fulfilment. For example:
 - a. For Proof of Purchase with value of Ringgit Malaysia Thirty (RM30) of NESTLÉ Ready To Drink participating products (Tin/Bottle/Cup/UHT), two (2) serial numbers will be given.
 - b. For Proof of Purchase with value of Ringgit Malaysia Sixty (RM60) of NESTLÉ Ready To Drink participating products (Tin/Bottle/Cup/UHT), four (4) serial numbers will be given.
- 9. The Organizer does not accept any alteration of Proof of Purchase in any form. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.
- 10. Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners, as the case may be, the Organiser shall reserve the right to request for further evidence in the processing of the Entry including the original Proof of Purchase (hardcopy) the identification documents for verification prior to the delivery of the Prizes. Failure to produce any of the foregoing documents within the stipulated timeframe will result in disqualification and forfeiture of the Prizes.

Entry Deadline

All Entry(ies) must be received by the Organiser on or before 23:59:59 on 3rd June 2021. Any Entry received outside the Contest Period shall be automatically disqualified.

Judging details

Verification of the Entry

- 1. Clear snapshot of the Proof of Purchase indicating the Products, Receipt number, Date, Purchase value and Store name.
- 2. Validity of the purchase date.
- 3. No alteration of receipt in any form; Store name, Item purchased, Prices and Transaction date.
- 4. Handwritten receipt, Purchase Order and Delivery Note will not be accepted as Proof Of Purchase.

Shortlisted Winners

5. Once an Entry is verified , shortlisted winners selected based on the serial number selection method will be contacted via WhatsApp from the contest number 013-693 6650 to answer a simple Contest Question :

The "Peraduan Nestlé WhatsApp & Menang" contest held exclusively at Tesco from 8 April 2021-3 June 2021 is giving away 56 units of Nescafé Gold Barista Machine. (True/False)

Shortlisted winners must reply and provide the correct answer within the stipulated time frame to be eligible to win the prize. Failure to do so will result in forfeiture of the prize. The Organiser will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons.

6. Upon receipt of the correct answer from the shortlisted winners, Qualified winners will be contacted via WhatsApp from the contest number 013-693 6650 to notify them of their correct answer and request for delivery address as part of the prize fulfilment process. Failure to provide the details as per the above within the stipulated time frame will result in forfeiture of the prize The Organiser will not be held liable in the event the Qualified winners cannot be contacted for whatever reasons.

Prize(s) Prize: 56 x Nescafé Gold Barista Machine & Nestlé Just Milk Full Cream UHT 1L (1 Carton) A total 56 winning Entry(ies) will be selected throughout the Contest Period. All winners will be informed or contacted via WhatsApp for prize fulfilment process from the WhatsApp number 013-693 6650 The list of winners will also be announced on the Organizer's website; https://www.dearnestle.com.my/rtd-raya-whatsapp-dan-menang Each participant is eligible to win a maximum of One (1) prize only throughout the Contest Period. **SHORTLISTING WINNER SELECTION METHOD:** Prize: 56 winners x Nescafé Gold Barista Machine & Nestlé Just Milk Full Cream UHT 1L (1 Carton) (Total of 56 winners of Nescafé Gold Barista Machine & Nestlé Just Milk Full Cream UHT 1L (1 Carton) throughout Contest Period) The winner will be determined based on the total Qualified Entries received during the Contest period (e.g., 6,280 serialized numbers) and thus dividing with 56, for example: $6,280 \div 56 = 112.1*$ Entry bearing 112th serial number will be the first winner, 224th serial number as the second winner, 336th serial number as the third winner and subsequent serial numbers with the multiplication of 112*. Total of 56 winners will be selected – example of winning serial number 112*, 224*, 336*, 448*, 560*, 672*, 784*, 896*, 1008* and so forth. The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number. 1. All prizes will be processed for delivery to the winners within six (6) to eight (8) weeks Prize Claim/Delivery from the end of the Contest Period. The Organiser reserves the right to extend the Date timelines stated herein owing to reasons beyond the control of the Organiser. 2. The Organizer shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any other additional costs involved to redeem or collect the prize

- shall be borne by the winner at their own cost.
- 3. The prizes must be claimed within three (3) months from the date of the announcement or notice of the claim of the prize whichever is earlier failing which will result in disqualification and forfeiture of the Prizes.

This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at https://www.dearnestle.com.my/rtd-raya-whatsapp-dan-menang collectively "Terms and Conditions", and shall be binding on all Participants (and the parent/legal quardian of the participant, in the case of a minor participant) who participate in this Program (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

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

2. Contest Entries

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

- (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 Contest 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 Contest by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Contest 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 Participant.
- 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 Contest (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Contest 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 Contest 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 Contest, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

10. Limitation of Liability

- 10.1 The Participant's participation in the Contest 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 Contest, 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 Contest 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 Contestal materials) in connection with this Contest, that relates to the Prize, are the properties of their respective owners. This Contest 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 Contest.
- 11.5 Where the Terms and Conditions of the Contest 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

- By participating in the "Peraduan Nestlé WhatsApp & Menang" Contest, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in https://www.nestle.com.my/info/privacy notice
- 12.2 Dengan menyertai **Peraduan Nestlé WhatsApp & Menang**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice