

PERADUAN NESCAFÉ® WHATSAPP & MENANG
TERMS AND CONDITIONS - Schedule to Conditions of Entry

<u>Organiser:</u>	Nestlé Products Sdn. Bhd. [45229-H].																														
<u>Promotion:</u>	PERADUAN NESCAFÉ® WHATSAPP & MENANG 2019																														
<u>Promotion Period:</u>	<p>The Promotion starts at "00:00:0000" on 03/03/2019 and closes at "23:59:59" on 26/05/2019 except:</p> <ul style="list-style-type: none"> • For purchases made in Petronas, BHP and MyNews outlets, the promotion period starts at "00:00:0000" on 03/03/2019 and closes at "23:59:59" on 28/04/2019; and • For purchases made in Shell and Petron outlets, the promotion period starts at "00:00:0000" on 31/03/2019 and closes at "23:59:59" on 26/05/2019. 																														
<u>Eligibility:</u>	<p>The Promotion is open to all Malaysian citizens and permanent residents in Malaysia of aged 18 years and above with valid identification (MyKad) as at the start of the Promotion Period.</p> <p>The following groups of persons shall not be eligible to participate in the Contest:</p> <ol style="list-style-type: none"> Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organiser [including its affiliated and related companies], and their immediate family members [children, parents, brothers and sisters, including spouses]. 																														
<u>Entry Method:</u>	<p>3. Buy any two (02) x NESCAFÉ® Ready To Drink products (Tin/UHT/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® AIS TIN 300ML</td></tr> <tr><td>2</td><td>NESCAFÉ® BLACK ICE TIN 240ML</td></tr> <tr><td>3</td><td>NESCAFÉ® IPOH WHITE COFFEE TIN 240ML</td></tr> <tr><td>4</td><td>NESCAFÉ® TARIK KAW TIN 240ML</td></tr> <tr><td>5</td><td>NESCAFÉ® TARIK TIN 240ML</td></tr> <tr><td>6</td><td>NESCAFÉ® TARIK KURANG MANIS TIN 240ML</td></tr> <tr><td>7</td><td>NESCAFÉ® ORIGINAL TN 240ML</td></tr> <tr><td>8</td><td>NESCAFÉ® KOPI O TIN 240ML</td></tr> <tr><td>9</td><td>NESCAFÉ® MOCHA TIN 240ML</td></tr> <tr><td>10</td><td>NESCAFÉ® LATTE TIN 240ML</td></tr> <tr><td>11</td><td>NESCAFÉ® ROSE LATTE TIN 240ML</td></tr> <tr><td>12</td><td>NESCAFÉ® COLD BREW LATTE TIN 240ML</td></tr> <tr><td>13</td><td>NESCAFÉ® COLD BREW LIGHTLY SWEETENED TIN 240ML</td></tr> <tr><td>14</td><td>NESCAFÉ® SMOOVLATTE® 225ML</td></tr> </tbody> </table>	NO	PRODUCT DESCRIPTION	1	NESCAFÉ® AIS TIN 300ML	2	NESCAFÉ® BLACK ICE TIN 240ML	3	NESCAFÉ® IPOH WHITE COFFEE TIN 240ML	4	NESCAFÉ® TARIK KAW TIN 240ML	5	NESCAFÉ® TARIK TIN 240ML	6	NESCAFÉ® TARIK KURANG MANIS TIN 240ML	7	NESCAFÉ® ORIGINAL TN 240ML	8	NESCAFÉ® KOPI O TIN 240ML	9	NESCAFÉ® MOCHA TIN 240ML	10	NESCAFÉ® LATTE TIN 240ML	11	NESCAFÉ® ROSE LATTE TIN 240ML	12	NESCAFÉ® COLD BREW LATTE TIN 240ML	13	NESCAFÉ® COLD BREW LIGHTLY SWEETENED TIN 240ML	14	NESCAFÉ® SMOOVLATTE® 225ML
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17	NESCAFÉ® CAPPUCCINO CUP 300ML
18	NESCAFÉ® CARAMEL MACCHIATO 300ML
19	NESCAFÉ® CAFFE MOCHA 300ML
20	NESCAFÉ® TARIK UHT 200ML

4. Snap a picture of the Proof of Purchase. Ensure that the details of the NESCAFÉ® RTD Products, receipt number and date of purchase is visible. Send the picture to the dedicated WhatsApp number for the contest (**012 983 2478**), together with Full Name (as per MyKad) and MyKad number (**e.g Didi Bin Along 830118101232**).
5. Receipts can come in the form of e-receipts for online purchases, hand written receipts and/or printed receipts from point of sale systems. However, each receipt must bear the name and/or logo of the retailer at which the purchase was made. If this is absent, the receipt needs to be stamped with official company stamp of the retailer at which the purchase is made.
6. For every purchase of two (02) NESCAFÉ® RTD Products purchased under the Proof of Purchase, one (01) serial number will be allocated to the Entry. For example;
 - a. the Proof of Purchase contains four (04) NESCAFÉ® Ready To Drink Products, two (02) serial numbers will be allocated to the Entry.
 - b. the Proof of Purchase contains six (06) NESCAFÉ® Ready To Drink Products, three (03) serial numbers will be allocated to the Entry.
7. In every purchase of two (02) units of NESCAFÉ® Ready To Drink products from Petronas with at least one (01) unit of NESCAFÉ® Tarik Kurang Manis, two (02) serial numbers will be allocated to the entry. For example;
 - a. the Proof of Purchase contains four (04) NESCAFÉ® Ready To Drink Products, of which one (01) is a unit of NESCAFÉ® Tarik Kurang Manis, three (03) serial numbers will be allocated to the Entry.
 - b. the Proof of Purchase contains four (04) NESCAFÉ® Ready To Drink Products, of which two (02) are NESCAFÉ® Tarik Kurang Manis, four (04) serial numbers will be allocated to the Entry.
8. There is only **one method of participation** in the Promotion, which is via WhatsApp. All other forms of submission including post, courier service, or POS LAJU will be disqualified.

	<p>9. The Organiser shall reserve the right to disqualify any postal and/or WhatsApp entries with duplicated Proof of Purchase and/or containing more than one (01) Proof of Purchase.</p> <p>10. An Acknowledgement of Receipt by WhatsApp to confirm the receipt of each WhatsApp entry will be sent. This acknowledgement however, does not imply that your entry is qualified and valid.</p> <p>11. The Organiser shall reserve the right to request for evidence of the original Proof of Purchase (hardcopy) for verification and prize redemption. Failure to produce the hard copy of the Proof of Purchase upon request will result in disqualification and prize forfeiture.</p> <p>12. Any entries with information, which are incomplete, illegible and/or inaccurate and incorrect, duplicated and/or with photos of the receipt that is unclear will be disqualified.</p> <p>13. Entry processing period will be on working days from Monday to Friday only from 09:00:00 – 17:00:00 daily.</p>														
<p><u>Entry Deadline:</u></p>	<p>The following are the entry deadlines for purchases made from the various participating outlets;</p> <table border="1" data-bbox="421 1189 1374 1550"> <thead> <tr> <th>PURCHASES MADE FROM;</th> <th>ENTRY DEADLINE</th> </tr> </thead> <tbody> <tr> <td>PETRONAS</td> <td>on or before 23:59:59 on 28/04/2019</td> </tr> <tr> <td>SHELL</td> <td>on or before 23:59:59 on 26/05/2019</td> </tr> <tr> <td>PETRON</td> <td>on or before 23:59:59 on 26/05/2019</td> </tr> <tr> <td>BHP</td> <td>on or before 23:59:59 on 28/04/2019</td> </tr> <tr> <td>MyNews</td> <td>on or before 23:59:59 on 28/04/2019</td> </tr> <tr> <td>All other outlets</td> <td>on or before 23:59:59 on 26/05/2019</td> </tr> </tbody> </table> <p>All Promotion entries received outside the Promotion Period will automatically be disqualified.</p>	PURCHASES MADE FROM;	ENTRY DEADLINE	PETRONAS	on or before 23:59:59 on 28/04/2019	SHELL	on or before 23:59:59 on 26/05/2019	PETRON	on or before 23:59:59 on 26/05/2019	BHP	on or before 23:59:59 on 28/04/2019	MyNews	on or before 23:59:59 on 28/04/2019	All other outlets	on or before 23:59:59 on 26/05/2019
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<p><u>Judging Details</u></p>	<p>Verification of Entries</p> <ol style="list-style-type: none"> 1. Clear snapshot of the Proof Purchase, indicating the NESCAFÉ® RTD Product(s), receipt number, date and outlet 2. Validity of the purchased date 3. Purchase quantity requirement fulfilled 4. No alteration of the receipt in any form; store name, item(s) purchased, prices and transaction date 5. Hand-written Receipts can still be accepted as Proof of Purchase for 														

	<p>contest entry provided it bears the name, company stamp and/or logo of the retailer at which the purchase was made.</p> <p>6. e-Commerce Receipt is accepted as Proof of Purchase for Contest Entry</p>
<p><u>Weekly Prizes:</u></p>	<p>There is a total of six hundred and eighty (680) Weekly Prizes to be won throughout the Promotion Period.</p> <p>Weekly prizes are available only for the purchases made at the following participating outlets while all other purchases made outside these participating outlets will not be eligible to the Weekly Prizes but are eligible for the Grand Prizes.</p> <p>a. PETRONAS outlets Weekly Prizes - Two (03) x Branded Mobile Phones worth RM 1500.00 and Ten (10) x Petronas Gift Card worth RM 50.00 for purchases made at any Petronas outlets <u>and entries submitted between 3 March 2019 – 28 April 2019</u></p> <p>b. SHELL outlets Weekly Prize - Two (02) x Branded Tablets worth RM 1500.00 and Ten (10) x Touch & Go Vouchers worth RM 50.00 for purchases made at any Shell outlets <u>and entries submitted between 31 March 2019 – 26 May 2019</u></p> <p>c. Petron outlets Weekly Prize -Twenty (20) x Touch & Go Vouchers worth RM 50.00 for purchases made at any Petron outlets <u>and entries submitted between 31 March 2019 – 26 May 2019</u></p> <p>d. BHP outlets Weekly Prize -Twenty (20) x Touch & Go Vouchers worth RM 50.00 for purchases made at any BHP outlets <u>and entries submitted between 3 March 2019 – 28 April 2019</u></p> <p>e. MyNews outlets Weekly Prize -Twenty (20) x Lazada Vouchers worth RM 50.00 for purchases made at any MyNews outlets <u>and entries submitted between 3 March 2019 – 28 April 2019</u></p> <p>f. The eight (08) weekly periods for WEEKLY PRIZES for purchases made from Petronas, BHP and MyNews outlets are as per below; Week 1: 03/03 – 09/03/2019 Week 2: 10/03 – 16/03/2019 Week 3: 17/03 – 23/03/2019 Week 4: 24/03 – 30/03/2019</p>

	<p>Week 5: 31/03 – 06/04/2019 Week 6: 07/04 – 13/04/2019 Week 7: 14/04 – 20/04/2019 Week 8: 21/04 – 28/04/2019</p> <p>g. The eight (08) weekly periods for WEEKLY PRIZES for purchases made from Shell and Petron outlets are as per below; Week 1: 31/03 – 06/04/2019 Week 2: 07/04 – 13/04/2019 Week 3: 14/04 – 20/04/2019 Week 4: 21/04 – 27/04/2019 Week 5: 28/04 – 04/05/2019 Week 6: 05/05 – 11/05/2019 Week 6: 12/05 – 18/05/2019 Week 8: 19/05 – 26/05/2019</p>
<p><u>Judging Details</u> – Weekly Prizes:</p>	<p>a. As part of the winners’ selection process, 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”).</p> <p>b. As part of the Weekly Prize winner selection process, all Qualified Entries collected and processed by the Organiser during the selection process and throughout the entire weekly Promotion Period will each be separately allocated a serial number to show which week it was received ie. W1 for week 1 and W2 for week 2 and so on. A separate code is also given to identify the outlet where the purchase was made – Petronas (P), Shell (S), Petron (PE), BHP (B) and MyNews (M). EXAMPLE – The 50th submission received in Week 4 with a purchase made in Petronas would be P-W4-50</p> <p>c. The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries for the respective participating outlets (“Weekly Total Qualified Entries”). Assuming that the Weekly Total Qualified Entries for the respective retailer for the week is 6200, the Organiser will compute and select the Participants as the shortlisted finalists (“Finalists”) to win the prizes based on the following computation;</p> <p>PETRONAS outlets There are 03 (three) Branded Mobile Phones and 10 (ten) Petronas Gift Card worth RM 50.00 each, to be won for entries with purchases made at any Petronas outlets. To select the winners, the Organiser will tabulate total number of Qualified Entries received for each specific week. For example; for Week 1, assuming there are 6200 Qualified Entries tabulated by the Organiser, this sum will be divided by 13 (Total number of prizes for the week) = 476.9. This will be rounded up 477. A total of 13 (thirteen) participants are set with a multiple of 477; an illustration of the first 3 winners of the branded mobile phone for the week will be 477, 954 (477+477), and 1431 (954+477). The subsequent multiples of 477 until.... 6201 will win the 10 Petronas Gift Cards. In this case, 6200 will be the last winner.</p>

SHELL outlets

There are 02 (two) Branded Mobile Tablets and 10 (ten) Touch & Go Vouchers worth RM 50.00 each, to be won for entries with purchases made at any Shell outlets. To select the winners, the Organiser will tabulate total number of Qualified Entries received for each specific week. For example; for Week 1, assuming there are 6504 Qualified Entries tabulated by the Organiser, this sum will be divided by 12 (Total number of prizes for the week) = 542. A total of 12 (twelve) participants are set with a multiple of 542; an illustration of first 2 winners of the branded tablet for the week will be 542 and 1086 (542+542). The subsequent multiples of 542 until.... 6504 will win the 10 Touch n Go Vouchers.

Petron outlets

There are 20 (twenty) Touch & Go Vouchers worth RM 50.00 each, to be won for entries with purchases made at any Petron outlets. To select the winners, the Organiser will tabulate total number of Qualified Entries for purchases made at Petron outlets received respectively for each specific week. For example; assuming there are 7500 Qualified Entries for Petron tabulated by the Organiser for Week 1, this sum will be divided by 20 (Total number of prizes for the week) = 375. A total of 20 (twenty) participants are set with a multiple of 375; an illustration of the 20 winners for the week for Qualified Entries with purchases made from Petron will be 375, 750(375+375), 1125 (750+375) and so on.

BHP outlets

There are 20 (twenty) Touch & Go Vouchers worth RM 50.00 each, to be won for entries with purchases made at any BHP outlets. To select the winners, the Organiser will tabulate total number of Qualified Entries for purchases made at BHP outlets received respectively for each specific week. For example; assuming there are 7812 Qualified Entries for Petron tabulated by the Organiser for Week 1, this sum will be divided by 20 (Total number of prizes for the week) = 390.6. This would be rounded up to 391. A total of 20 (twenty) participants are set with a multiple of 391; an illustration of the 20 winners for the week for Qualified Entries with purchases made from BHP will be 391, 772(391+391), 1173 (772+391) and so on.

MyNews outlets

There are 20 (twenty) Lazada Vouchers worth RM 50.00 each, to be won for entries with purchases made at any MyNews outlets. To select the winners, the Organiser will tabulate total number of Qualified Entries for purchases made at MyNews outlets received respectively for each specific week. For example; assuming there are 7622 Qualified Entries for MyNews tabulated by the Organiser for Week 1, this sum will be divided

	<p>by 20 (Total number of prizes for the week) = 381.1. This would be rounded down to 381. A total of 20 (twenty) participants are set with a multiple of 381; an illustration of the 20 winners for the week for Qualified Entries with purchases made from BHP will be 381, 762(381+381), 1143 (762+381) and so on.</p>
<u>Grand Prizes:</u>	<p>a. There is a total of three (03) Grand Prizes to be won throughout the Promotion Period.</p> <p>b. The Grand Prizes comprise of the following;</p> <ul style="list-style-type: none"> • FIRST GRAND PRIZE - One (01) x Perodua MyVi 1.3 Premium • SECOND GRAND PRIZE - Two (02) x KTM 250 DUKE 2019 • THIRD GRAND PRIZE - Fifty (50) x TOUCH 'n' GO worth RM100.00 each
<u>Judging Details – Grand Prizes:</u>	<p>a. As part of the Grand Prize winner selection process, ALL Qualified Entries collected and processed by the Organiser throughout the entire Promotion Period (03/03/2019 – 26/05/2019) will be separately allocated a set of serial numbers starting from the serial number "GP1".</p> <p>b. The serial number allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries collected throughout the entire Promotion Period ("Grand Total Qualified Entries"). Assuming that the Grand Total Qualified Entries collected and processed throughout the Promotion Period is 55200, the Organiser will compute and select the Participants as the shortlisted finalists ("Grand Finalists") to win the Grand prizes based on the following;</p> <ul style="list-style-type: none"> • Selection of Fifty-Three (53) Finalists for the Grand Prizes– $55200 \div 53$ (Total number of Grand Prizes) = 1041.5. Since dividing 55200 with 53 will result in a number with decimal value, the number 1041.5 will be rounded down to 1041. The Qualified Entries bearing the serial number of GP1014 will be selected to win the 1st Prize, GP2082(1041+ 1041) and GP3123 (2082+1041) as the two (02) 2nd Prize winners and GP4164, GP5205, GP 6246, GP7287 and so on until the 50th winner – GP52050 will be selected as the fifty (50) 3rd Prize winners. (Computation illustration – 1041, 2082 (1041+ 1041) , 3123 (2082 + 1041)....)
<u>Winner Announcement</u>	<p>1. All Winners will be notified via WhatsApp application. Winner must be able to answer one question correctly via WhatsApp application to be eligible for the Prize.</p> <p>2. The Organizer will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons. Another finalist will be picked if more than 5 calls are unanswered.</p>

	<p>a. Winners of Weekly Prizes may also win the Grand Prize.</p> <p>b. Each Finalist may only win one (01) Weekly Prize and one (01) Grand Prize throughout the Promotion Period.</p> <p>c. The winners of the Perodua MyVi and the KTM bikes will receive an letter of announcement confirming their win and also, detailing the location of the nearest Sales Office for Perodua and KTM to redeem their vehicles.</p> <p>4. The list of winners will also be announced on the Organiser's website to https://www.dearnestle.com.my/NESCAFE-RTD-event-and-happening/Whatsapp-dan-Menang-2019</p>
<u>Prize Claim/delivery Date</u>	All prizes will be processed for delivery or collection after 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.

This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at [<https://www.dearnestle.com.my/NESCAFE-RTD-event-and-happening/WhatsApp-dan-Menang-2019>], 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").

[By participating in the Promotion, you have read and agreed to the Terms and Conditions and the processing of your personal information in the Privacy Notice](#) attached to the Terms and Conditions.
[Consumer Services Contact No.: 1800 88 3433.](#)

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 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 Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the Promotion, 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 Promotion Entry for purposes of the Promotion. 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

Webform: <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 Promotion, 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.

Notis Privasi

- 12.11 Dengan menyertai PERADUAN WHATSAPP & MENANG DENGAN NESCAFÉ®, anda telah bersetuju untuk Nestlé Products Sdn. Bhd. dan mana-mana syarikat pegangan, subsidiari atau berkaitannya sebagaimana yang ditakrifkan dalam Akta Syarikat 2016 ("Kumpulan Nestlé Malaysia") dan pembekal-pembekal perkhidmatan, ejen-ejen dan kontraktor-kontraktor yang memberikan sokongan pentadbiran dan perniagaan kepada kami dan bertindak bagi pihak kami ("Pihak-Pihak Ketiga Lantikan") (secara kolektif "Penganjur" atau "kami") memproses maklumat peribadi anda yang dikemukakan dalam borang penyertaan/ atas talian bagi tujuan PERADUAN WHATSAPP & MENANG DENGAN NESCAFÉ®. Ini termasuk mendedahkan nama anda kepada masyarakat umum apabila anda menjadi pemenang dalam sesuatu pertandingan atau menyertai acara kami dengan menerbitkan nama, gambar-gambar dan lain-lain maklumat peribadi anda tanpa pampasan untuk tujuan pengiklanan dan publisiti.

- 12.12 Penganjur juga boleh menggunakan maklumat peribadi anda bagi tujuan menghubungi dan menghantar maklumat atau bahan-bahan pemasaran dan promosi mengenai produk kami, perkhidmatan, sampel, apa-apa promosi, acara atau pertandingan yang dianjurkan oleh Penganjur. Sila nyatakan pilihan anda pada borang sekiranya anda bersetuju kepada penggunaan maklumat peribadi anda bagi tujuan ini.
- 12.13 Sekiranya anda bersetuju untuk berkongsi dan mendedahkan maklumat peribadi seseorang yang anda berhasrat untuk merujuk kepada Penganjur, anda mengakui bahawa anda telah mendapatkan persetujuan daripada individu tersebut untuk berkongsi dan mendedahkan maklumat peribadinya kepada kami dan untuk dihubungi oleh kami.
- 12.14 Berkenaan dengan golongan bawah umur atau individu-individu yang tidak layak di bawah undang-undang untuk memberi kebenaran, anda mengesahkan bahawa mereka telah melantik anda untuk bertindak bagi pihak mereka dan untuk bersetuju bagi pihak mereka kepada pemprosesan maklumat peribadi mereka selaras dengan Notis Privasi ini.
- 12.15 Pada masa tertentu Penganjur mungkin melantik Pihak-Pihak Ketiga Lantikan untuk memproses maklumat peribadi anda. Semua Pihak-Pihak Ketiga Lantikan adalah terikat secara kontrak untuk mengambil langkah-langkah yang sewajarnya untuk menyimpan maklumat dengan selamat dan tidak menggunakan maklumat peribadi anda dalam apa jua cara selain daripada yang dinyatakan di sini dan dalam Polisi Privasi kami di http://www.nestle.com.my/info/privacy_policy.
- 12.16 Pihak Penganjur adalah sebuah syarikat global dan maklumat peribadi anda mungkin akan dipindahkan merentasi sempadan. Penganjur akan memastikan bahawa data anda hanya akan dipindahkan ke negara yang mempunyai tahap undang-undang perlindungan data yang sama atau setara, seperti yang dinyatakan dalam Polisi Privasi kami di http://www.nestle.com.my/info/privacy_policy.
- 12.17 Setakat mana undang-undang terpakai membenarkan, anda mempunyai hak untuk meminta akses kepada, meminta salinan, meminta untuk mengemaskini atau membetulkan, data peribadi anda yang disimpan oleh kami.

Semua permintaan atau pertanyaan bertulis anda hendaklah dialamatkan kepada:

Hubungi: Pegawai Perlindungan Data Peribadi
Alamat: Nestlé Products Sdn. Bhd., 22-1, Tingkat 22, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara, 47810 Petaling Jaya, Selangor; atau
Borang Web: <https://www.nestle.com.my/contactus>; atau
Hubungi kami: 1-800-88-3433

- 12.18 Sila ambil perhatian bahawa Penganjur memerlukan maklumat peribadi anda untuk memproses penyertaan anda dalam PERADUAN WHATSAPP & MENANG DENGAN NESCAFÉ®, dan tanpa maklumat yang diperlukan, kami tidak akan dapat memproses permohonan anda.
- 12.19 Untuk penerangan terperinci mengenai amalan privasi kami, sila rujuk kepada Polisi Privasi kami di http://www.nestle.com.my/info/privacy_policy. Kami berhak untuk mengemaskini dan meminda Notis Privasi ini atau Polisi Privasi kami dari semasa ke semasa.