

PERADUAN NESTLÉ FATT CHOY**TERMS AND CONDITIONS - Schedule to Conditions of Entry**

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [45229-H].
2. <u>Promotion:</u>	PERADUAN NESTLÉ FATT CHOY.
3. <u>Promotion Period:</u>	The Promotion starts at “00:00:00” on 06/01/2019 and closes at “23:59:59” on 28/02/2019.
4. <u>Eligibility:</u>	The Promotion is open to all Malaysian residents with a valid MyKad and address in Malaysia, aged 18 years and above at the start of the Promotion Period
5. <u>Ineligibility</u>	<p>The following group of persons shall not be eligible to participate in this Contest:</p> <ol style="list-style-type: none">a. Employees of the Organiser [including its affiliated and related companies] and their immediate family members [children, parents, brothers and sisters, including spouses]; and/orb. 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].
6. <u>Entry Method:</u>	<ol style="list-style-type: none">a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Five (RM5.00) of any participating NESTLÉ Ready to Drink products as shown on the Promotion entry form on the terms and Conditions available at https://www.dearnestle.com.my/event-and-happening/Peraduan-Fatt-Choy (“Products”) in a single printed receipt from any participating outlets during the Promotion Period. (“Receipt”).<ul style="list-style-type: none">• For every entry submitted, you must attach the Receipt as the Proof of Purchase (“POP”). The Receipt can come in the form of e-receipts for online purchases, hand written receipts and/or printed receipts from Point of Sale systems. However, the 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.b. There are two (02) methods of participation in the Promotion, which is either via postal OR via WhatsApp. All other forms of submission including courier service, or POS LAJU will be disqualified. The Organiser will not be responsible for any non-receipt of postal

	<p>deliveries due to insufficient postage or incorrect address. Proof of postage of an entry form shall not constitute proof of receipt by the Organiser.</p> <p>c. Each POP is valid for one (01) entry ONLY. However, for purchases made from any Giant outlet in Malaysia and E-Commerce platforms, each POP is valid for two (02) entries. Multiple entries are permitted. The Organiser shall reserve the right to disqualify any postal and/or WhatsApp entries with multiple and/or duplicated POP.</p> <ul style="list-style-type: none"> • <u>Entry via postal:</u> Complete each entry form with the required details and one (01) correct answer. The completed form together with one (01) POP must be inserted in an envelope and posted by ordinary mail only to the PO Box address stated in the entry form. • <u>Entry via WhatsApp:</u> Write on the POP, your full name as per your MyKad, MyKad number and the correct answer to the question shown in the Promotion entry form ("Personal Details"). <p>Snap one (01) picture via WhatsApp to 012 952 0478. The Organiser WILL NOT send an acknowledgement to confirm on receipt of WhatsApp entries.</p> <p>d. For entries received via WhatsApp, the Organiser shall reserve the right to request for evidence of the original POP (hardcopy) for verification and prize redemption. Failure to produce the hard copy of the POP upon request will result in disqualification and prize forfeiture.</p> <p>e. Any entry that is incorrect, incomplete, illegible, mutilated, altered, duplicated, tampered with, not obtained legitimately, contains printing typographical, mechanical or other errors or where the POP is missing, or defective, is invalid and will be disqualified.</p> <p>f. Each entry shall be subject to verification by the Organiser. In the event that details are invalid as determined by the Organiser's sole discretion, the entry will be disqualified.</p>
<p><u>7. Entry Deadline:</u></p>	<p>All Promotion entries must be received by the Organiser, on or before 23:59:59 on 28/02/2019. All Promotion entries received outside the Promotion Period will automatically be disqualified.</p>
<p><u>8. Daily Prizes:</u></p>	<p>a. There are eight (08) Daily Prizes of RM 188.00 cash for each day for fifty four (54) consecutive days</p>

	<p>b. There is a total of four hundred and thirty two (432) Daily Prizes to be won throughout the Promotion Period.</p>
<p>9. <u>Judging Details – Daily Prizes:</u></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”). A set of serial numbers will be allocated for the Qualified Entries starting from serial number “D1-1”.</p> <p>b. Each day, the serial numbers allocated for 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 for the day is 89, the Organiser will compute and select the finalists (“Finalists”) to win the prizes based on the following;</p> <p>c. Selection of eight (08) Daily Prize Finalists: $89 \div 8 = 11.1$. Since dividing 89 with 8 results in a number with decimal value, the number 11.1 will be rounded down to 11. The following 8 Participants with Qualified Entries of the day bearing the serial numbers will be selected as the Daily Prize Finalists – 11, 22, 33, 44, 55, 66, 77 and 88. (Computation example; 11, 11+11 = 22, 22 + 11 = 33...)</p>
<p>10. <u>Weekly Prizes:</u></p>	<p>a. There is eight (08) weekly Prizes of RM 888.00 cash for each week for eight (08) consecutive weeks.</p> <p>b. There is a total of sixty four (64) Weekly Prizes to be won throughout the Promotion Period.</p> <p>c. The eight (08) weekly periods are as per below Week 1: 06/01 – 12/01/2019 Week 2: 13/01 – 19/01/2019 Week 3: 20/01 – 26/01/2019 Week 4: 27/01 – 02/02/2019 Week 5: 03/02 – 09/02/2019 Week 6: 10/02 – 16/02/2019 Week 7: 17/02 – 23/02/2019 Week 8: 24/02 – 28/02/2019</p>
<p>11. <u>Judging Details – Weekly Prizes:</u></p>	<p>a. As part of the Weekly Prize winner selection process, ALL Qualified Entries collected and processed by the Organiser during the weekly winners selection process and throughout the entire weekly Promotion Period will be separately allocated a set of serial numbers starting from the serial number “W1-1”.</p> <p>b. Each week, the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Weekly Total Qualified Entries”). Assuming that the Weekly Total Qualified Entries for the week is 2889, the organiser will</p>

	<p>compute and select the Participants as the shortlisted finalists (“Finalists”) to win the prizes based on the following;</p> <ul style="list-style-type: none"> • <u>Weekly Prizes – selection of eight (08) Finalists</u> – $2889 \div 8 = 361.1$. Since dividing 2889 with 8 will result in a number with decimal value, the number 361.1 will be rounded down to 361. The following 8 Participants with the Qualified Entries of the week bearing the following serial numbers will be selected as the Weekly Prize Finalists; 361, 722, 1083, 2166, 2527 and 2889 (Computation illustration – 361, 361+361=722, 722+361=1083...)
<p><u>12. Grand Prizes:</u></p>	<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"> • One [01] Main Prize : Honda Civic 1.8S. • One [01] 1st Prize : Honda BR-V 1.5L E. • One [01] 2nd Prize : Honda City 1.5LS.
<p><u>13. Judging Details Grand Prizes:</u></p>	<p>a. As part of the Grand Prize winner selection process, ALL Qualified Entries collected and processed by the Organiser during the daily, weekly and Grand Prize Winners selection process throughout the entire promotion period 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 8989, 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"> • <u>Selection of three (03) Finalists – 8989 ÷ 3 = 2996.3</u>. Since dividing 8989 with 3 will result in a number with decimal value, the number 2996.3 will be rounded down to 2996. The Qualified Entries bearing the serial number of GP2996 will be selected to win the Main Prize, GP5992 as the 1st Prize Winner and GP8989 will be selected as the 2nd Prize Winner. (Computation illustration – 2996, 2996 + 2996 = 5992, 5992 + 2996 = 8989...)
<p><u>14. Additional Terms:</u></p>	<p>a. The Organiser will contact all selected Finalists via the contact/mobile numbers from which the Organiser received in the Qualified Entries. Each selected Finalist will be given one (01) Question to answer. The selected Finalists must answer the question posted by the Organiser correctly in order to win the Prizes. The</p>

	<p>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>b. Winners of Daily and Weekly Prizes may also win the Grand Prize.</p> <p>c. Each Finalist may only win (01) Daily Prize, one (01) Weekly Prize and one (01) Grand Prize throughout the Promotion Period.</p> <p>d. All daily and weekly prizes shall be issued to the winners in the form of a cheque made out in the name of the Winner as per NRIC within 10 working days from verification of the correct name & other details provided by the winners. A copy of the transaction will be WhatsApp back to the winners to notify of this transaction.</p> <p>e. The three (03) winners of the Grand Prizes will receive an Official Letter confirming their win and also, detailing the location of the nearest Honda Sales Office to redeem their cars.</p>
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LIST OF PARTICIPATING NESTLÉ READY TO DRINK PRODUCTS

MILO® UHT 125ML	NESCAFÉ® ORIGINAL TIN 240ML
MILO® UHT 200ML	NESCAFÉ® LATTE TIN 240ML
MILO® UHT 1L	NESCAFÉ® MOCHA TIN 240ML
MILO® ORIGINAL TIN 240ML	NESCAFÉ® KOPI O TIN 240ML
MILO® HI-CAL TIN 240ML	NESCAFÉ® TARIK UHT 200ML
MILO® MOCHA TIN 240ML	NESCAFÉ® SMOOVLATTE® 225ML
MILO® ICE TIN 240ML	NESCAFÉ® SMOOVLATTE® MOCHA 225ML
MILO® KAW TIN 240ML	NESCAFÉ® COLD BREW LATTE TIN 240ML
MILO® NUTRI-UP™ 225ML	NESCAFÉ® COLD BREW LIGHTLY SWEETENED TIN 240ML
NESCAFÉ® AIS TIN 300ML	NESCAFÉ® SMOOTH CAPPUCCINO CUP 300ML
NESCAFÉ® BLACK ICE TIN 240ML	NESCAFÉ® CARAMEL MACCHIATO CUP 300ML
NESCAFÉ® IPOH WHITE COFFEE TIN 240ML	NESCAFÉ® CAFFÉ MOCHA CUP 300ML
NESCAFÉ® TARIK KAW TIN 240ML	NESCAFÉ® SMOOVLATTE® CARAMEL 225ML
NESCAFÉ® TARIK TIN 240ML	NESCAFÉ® ROSE LATTE 240ML

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-Fatt-Choy> , 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** which may be found at:

[\[http://www.nestle.com.my/info/privacy_policy\]](http://www.nestle.com.my/info/privacy_policy).

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
 - (c) 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.