

Date:	12/11/2018	Period:	06/12/2018 – 02/01/2019 (4 wks)
Brand:	NESTLÉ® Products	Product:	NESTLÉ Products
Project Name:	Peraduan NESTLÉ® Back to School	Media:	T&C – Website Format (10 pgs)
Prepared by:		Language:	English (Main Language: BM)
Legal:	Sharmitha Visvalingam	Revision:	1



PERADUAN WHATSAPP & MENANG

TERMS AND CONDITIONS

Schedule to Conditions of Entry

a. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [45229-H].
b. <u>Promotion:</u>	PERADUAN NESTLÉ® Back to School
c. <u>Promotion Period:</u>	The Promotion starts at 12:00am on 06/12/2018 and closes at 11:59pm on 02/01/2018.
d. <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
e. <u>Ineligibility</u>	The following group of persons shall not be eligible to participate in this Contest: a. Employees of the Organiser [including its affiliated and related companies] and their immediate family members [children, parents, brothers and sisters, including spouses]; and/or b. 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].
f. <u>Entry Method:</u>	a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Twenty (RM20.00) of any NESTLÉ® products (<i>excluding NESTLÉ® Infant Milk Products</i>) in a single printed receipt from any

	<p>TESCO outlet in Peninsula Malaysia during the Promotion Period. (“Receipt”).</p> <ul style="list-style-type: none"> • For every entry submitted, you must attach a Receipt as the Proof of Purchase (“POP”). • There is only one (01) method of participation in the Promotion which is via WhatsApp. All other forms of submission including courier service, or POS LAJU will be disqualified. Each POP is ONLY eligible to one (01) entry via WhatsApp. The Organiser shall reserve the right to disqualify WhatsApp entries with duplicated POP and/or containing more than one (01) POP. <ul style="list-style-type: none"> i. <u>Entry via WhatsApp</u> : Write on the POP and your full name as per your MyKad and the MyKad number (“Personal Details). ii. Snap one (01) picture via WhatsApp to 012 776 2478. The Organiser WILL NOT send an acknowledgement to confirm on receipt of WhatsApp entries. <p>b. 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>g. <u>Entry Deadline:</u></p>	<p>All Promotion entries must be received by the Organiser on or before 11.59pm on 02/01/2019. All Promotion entries received outside the Promotion Period will be automatically disqualified.</p>
<p>h. <u>Prizes:</u></p>	<p>a. Sixty (60) Prizes of Swan School Bag worth RM 350.00 each,</p> <p>b. One hundred (100) Prizes of TESCO GIFT VOUCHERS worth RM 100.00 each, and</p> <p>c. Two hundred (200) Prize of Faber Castell Goodie Bags worth RM95.00 each</p> <p>There is a total of 360 (360) Prizes to be won throughout the Promotion Period.</p>
<p>c. <u>Judging Details</u></p>	<p>As part of the winners selection process, the Organiser will allocate a serial number for each WhatsApp entry received and approved by the Organiser to be a successful entry, throughout the Promotion Period according to the POP submitted (each “Qualified Entry” and collectively, the “Qualified Entries”). A set of serial numbers will be allocated for the Qualified Entries</p>

	<p>starting from serial number “1”.</p> <ul style="list-style-type: none"> 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 is 2875, the Organiser will compute and select the finalists (“Finalists”) to win the prizes based on the following; <p><u>Sixty (60) Prizes of Swan School Bag worth RM 350.00 each</u> – The total number of Qualified Entries at the end of promotion is divided by 60 prizes.</p> <ul style="list-style-type: none"> 2875 Total Qualified Entries ÷ 60 = 47.91. 47.91 is rounded up to the nearest round figure which is 48 Qualified Entries with numbers 48, 96, 144.... and <i>so forth, will be shortlisted to win the Swan School Bag</i> <p><u>One hundred (100) Prizes of TESCO GIFT VOUCHERS worth RM 100.00 each</u> - Total Number of Qualified Entries is divided by 100 prizes</p> <ul style="list-style-type: none"> 2875 Total Qualified Entries ÷ 100 = 28.75. 28.75 is rounded up to the nearest round figure which is 29 Qualified Entries with numbers 29, 58, 87.... and <i>so forth, will be shortlisted to win the TESCO Gift Vouchers</i> <p><u>Two hundred (200) Prize of Faber Castell Goodie Bags worth RM95.00 each</u> - Total Number of Qualified Entries is divided by 200 prizes</p> <ul style="list-style-type: none"> 2875 Total Qualified Entries ÷ 100 = 14.38. 14.38 is rounded up to the nearest round figure which is 14 Qualified Entries with numbers 14, 28, 42.... and <i>so forth, will be shortlisted to win the Faber Castell Goodie Bags.</i>
<p>d. <u>Additional Terms:</u></p>	<p>e. 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 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> <ul style="list-style-type: none"> Each Finalist may only win one (01) Prize from each category of

	<p>prizes throughout the Promotion Period.</p> <ul style="list-style-type: none"> All prizes will be delivered via POS LAJU to the winners within 10 working days from verification of the winners
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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-Nestle-Back-to-School>] 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 is set out in the Conditions of Entry.

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 PERADUAN NESTLÉ® Back to School 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>.
 - 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.

12. Notis Privasi

- 12.1 Dengan menyertai Promosi PERADUAN NESTLÉ® Back to School, 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 Promosi bagi tujuan Promosi. 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.
- 12.2 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.

- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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, 22nd Floor, 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.

- 12.8 Sila ambil perhatian bahawa Penganjur memerlukan maklumat peribadi anda untuk memproses penyertaan anda dalam Promosi dan tanpa maklumat yang diperlukan, kami tidak akan dapat memproses permohonan anda.
- 12.9 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.