



Good food, Good life

## **MILO® Malaysia Boleh 2024**

### **Terms & Conditions**

#### **A Schedule to Conditions of Entry**

<b>Organiser</b>	Nestlé Products Sdn. Bhd. (19790100966)
<b>Contest</b>	MILO® Malaysia Boleh 2024
<b>Contest Period</b>	<p>The Contest starts at 8.00 PM on 27<sup>th</sup> July 2024 and ends at 10.00 PM on 3<sup>rd</sup> August 2024</p> <p>The Organiser reserves the right to extend the Contest Period.</p>
<b>Eligibility</b>	The Contest is open to all individual legal residents of Malaysia, aged 18 years and above as at the start of the Contest Period ("Participant")
<b>Participating Outlets</b>	Please refer to MILO® Malaysia Boleh 2024 Appendix A.
<b>Contest Activation Schedule</b>	Please refer to MILO® Malaysia Boleh 2024 Appendix A.
<b>Entry Method</b>	<p>To participate in the Contest, Participant must:</p> <p><b>Step 1: BUY</b></p> <ul style="list-style-type: none"><li>Buy a minimum of one (1) MILO® (Hot or Iced) beverage or any MILO in a packet, canned or bottled (ready to drink) format ("Participating Product") from any of the Participating Outlets during the Contest Period and obtain a receipt from the Participating Outlet as the "Proof of Purchase".</li></ul> <p><b>Step 2: PLAY</b></p> <ul style="list-style-type: none"><li>Present the Proof of Purchase to the contest crew members stationed at the Participating Outlets and play the game. Each Participant is entitled to play one (1) game for every single Proof of Purchase.</li></ul> <p><b>Step 3: WIN</b></p> <ul style="list-style-type: none"><li>Participant stands a chance to win exciting prizes by winning the game(s).</li></ul> <p>In short, the Participant only needs to <b>Buy, Play &amp; Win!</b></p> <p>Participants may participate in the games without any limit, provided they are always able to present one (1) valid Proof of Purchase for each game.</p> <p>Participants can only play the games on the Contest Activation days mentioned in the Participating Outlets &amp; Contest Activation Schedule as specified in Appendix A.</p> <p>Participants can only join the contest/ play the games at the same Participating Outlet stated in the Proof of Purchase(s).</p> <p>A valid Proof of Purchase <b>MUST</b> consist of the following details:</p>

	<p>Present the Proof of Purchase &amp; identification card (NRIC) for verification purpose.</p> <p>(collectively, "Required Details")</p> <p><b>If a handwritten Proof of Purchase is issued:</b></p> <ul style="list-style-type: none"> <li>• Participants must ensure that the Proof of Purchase is stamped ("chop") with the Participating Outlet official stamp.</li> <li>• Participants must present the Proof of Purchase together with the Required Details to any of the attending contest crew members at the Participating Outlets.</li> </ul> <p>The Organiser reserves the right to disqualify any entries that fail to comply with any of the terms and conditions of this Contest.</p>
<p><b>Prizes</b></p>	<p>Total Grand Prize: Yonex Badminton Racket x 2 prizes</p> <ul style="list-style-type: none"> <li>• Each Participant can only win a maximum of one (1) Grand Prize on the Contest Activation Day</li> <li>• The Grand Prize will be awarded to the first two (2) qualified winners on every Contest Activation Day.</li> </ul> <p>Special Prizes will be awarded to the first thirty (30) qualified winners:</p> <ul style="list-style-type: none"> <li>• Game 1 (<b>Badminton Dip</b>): MILO® Cap x 10 prizes</li> <li>• Game 2 (<b>Trail Master</b>): MILO® String bag x 10 prizes</li> <li>• Game 3 (<b>Digital Game – Badminton Ninja</b>): MILO® Ceramic Mug x 10 prizes</li> <li>• Each Participant is only entitled to win a maximum of three (3) Special Prizes.</li> </ul> <p>Any request to exchange the Special Prizes will not be entertained.</p>
<p><b>Judging Details</b></p>	<p>A total of thirty-two [32] winners will be selected from each Participating Outlet(s) during the Contest Activation period held on specific dates and time between 8.00 PM on 27<sup>th</sup> July 2024 and ends at 10.00 PM on 3<sup>rd</sup> August 2024 (refer to Appendix A)</p> <ol style="list-style-type: none"> <li>1) 2 x Grand Prizes</li> <li>2) 30 x Special Prizes</li> </ol> <p><b>Note:</b> In the event the Malaysia team successfully enters the final round of the badminton international competition in early August 2024, the Contest Period, as stated herein, shall be extended until 10<sup>th</sup> August 2024. All the Terms and Conditions, as stated, shall remain valid and unchanged.</p> <p><b>Selection of 2 x Grand Prize Winners</b></p> <p><b>Qualifying Criteria:</b></p> <ol style="list-style-type: none"> <li>1) Participant who wins ALL of the three (3) games with valid Proof of Purchase(s) is entitled to play a Lucky Draw on the spot.</li> </ol> <p><b>STEP 1 - Lucky Draw</b></p> <p>The qualified Participant is given a Lucky Draw box containing coloured balls. To proceed with Step 2, the Participant must draw a green ball from the Lucky Draw box.</p> <p><b>STEP 2 - Quiz</b></p> <p>Upon successfully drawing the green ball, the Participant must answer a quiz question given by the Organiser correctly to win the Grand Prize.</p> <ol style="list-style-type: none"> <li>2) If the Participant fails to draw the green ball or answer the quiz question correctly, he/she will be disqualified as the Grand Prize winner even though he/she has successfully drawn the green ball</li> </ol>

	<p>on the spot, and the Grand Prize will then roll over to the next qualified Participant(s).</p> <p><b>Selection of 30 x Special Prize Winners</b></p> <p><b>Qualifying Criteria:</b> The Organiser, through its attending crew members at the Participating Outlets, will select winners based on the below 3 games:</p> <p><b>Game 1 (Badminton Dip):</b></p> <ol style="list-style-type: none"> <li>a) Participant must hit a shuttlecock into a hole.</li> <li>b) Fifteen (15) shuttlecocks will be given to the Participant.</li> <li>c) To win this game, Participant must hit at least five (5) shuttlecocks into any of the sixteen (16) holes within 60 seconds.</li> </ol> <p><b>Game 2 (Trail Master):</b></p> <ol style="list-style-type: none"> <li>a) Participant is required to use only 2 fingers to move the miniature bicycle from start to finish.</li> <li>b) To win, Participant must reach the finish line in 30 seconds.</li> <li>c) Participant will be disqualified when: <ol style="list-style-type: none"> <li>i) the miniature bicycle falls;</li> <li>ii) the two fingers do not touch the miniature bicycle; or</li> <li>iii) the miniature bicycle goes out of the trail while moving.</li> </ol> </li> </ol> <p><b>Game 3 (Digital Game – Badminton Ninja):</b></p> <ol style="list-style-type: none"> <li>a) Participant must swipe across the falling green shuttlecocks to accumulate points &amp; avoid swiping the black shuttlecocks. Every swiped of black shuttlecock is a 2-point deduction.</li> <li>b) Participant must score 20 points within 15 seconds to win.</li> <li>c) The game ends automatically after 15 seconds.</li> </ol>
<b>Prize Claim/ Delivery Date</b>	Winners will receive their prize(s) on the spot at each Participating Outlet.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, collectively “Terms and Conditions”, and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Contest (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:

- (b) 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 Winner. All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Prizes.

6.4 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.

6.5 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.

6.6 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, in particular 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 with the laws of Malaysia.

## **12. Privacy Notice**

- 12.1 By participating in the Contest, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).