



Good food, Good life

## **TERMS AND CONDITIONS**

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

<b>1. <u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. (197901000966) (“the Organiser”).
<b>2. <u>Promotion:</u></b>	PROGRAM NESTLÉ EVERYDAY BELI & TEBUS 2024 (“Promotion”).
<b>3. <u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 01/03/2024 and closes at 23:59:59 on 30/04/2024.
<b>4. <u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
<b>5. <u>Participating Products:</u></b>	The participating products are NESTLÉ EVERYDAY 250g, 500g, 800g and 1.5kg (“Products”).
<b>6. <u>Participation Method:</u></b>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Twenty (RM20) (“Minimum Purchase”) of any Products in a single original receipt from any instore outlets (“Receipt”) and/or invoice screenshot from any online platform (“Invoice”) during the Promotion Period.</p> <p>b. <u>Instore Outlets’ Receipt:</u></p> <p>i. The Receipt can come in the form of printed receipts from point-of-sale systems for instore outlet purchases. The Receipt must bear the name and/or logo of the outlet at which the purchase was made. If this is not available, the Receipt needs to be stamped with the official company’s stamp of the outlet at which the purchase is made.</p> <p>ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount, Receipt number and name and/or logo of the outlet (“Receipt Details”).</p> <p>c. <u>Online Merchants Invoice:</u></p> <p>i. The Invoice can be in the form of a screenshot of invoice for online purchases from any online merchants. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made. For online purchases with promotion codes and/or rebates and/or discount vouchers and/or shipping vouchers and/or any other discounts, the <u>final paid amount of the Products</u> must be the Minimum Purchase amount and above to be qualified.</p>

	<ul style="list-style-type: none"> <li>ii. The Invoice must also bear the date of purchase, Products purchased, purchase amount, invoice number, and name and/or logo of the online merchant (“Invoice Details”).</li> <li>d. The Promotion submission method is via the Web Form only. All other methods of submission will be disqualified. Participants may submit as many Receipts and/or Invoices (“Proof of Purchase”) as they wish but each Proof of Purchase is ONLY eligible to one (1) Web Form submission.</li> <li>e. The Organiser shall reserve the right to disqualify any Proof of Purchase which is illegible, with incomplete details, reprinted, duplicated, unclear, damaged, altered and/or modified in any way without further notification to the Participants. For the avoidance of doubt, the Organiser may also disqualify any Proof of Purchase if the Organiser suspects that a Participant submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.</li> <li>d. <u>Web Form submission via Promotion Website:</u> <ul style="list-style-type: none"> <li>i. Visit the Promotion Website at: <a href="https://nes.tl/BeliTebuswithNestleEveryday">nes.tl/BeliTebuswithNestleEveryday</a> or scan the QR code shown on the communication materials at the participating outlets and complete the Web Form.</li> <li>ii. Fill in all the required personal details on the Web Form including a Malaysian registered mobile number compatible with WhatsApp for further communication (“Personal Details”). Each Malaysian registered mobile number compatible with WhatsApp is valid for one (1) Participant only.</li> <li>iii. Snap one (1) clear and legible picture/image in jpg or jpeg or png format (“Image”) of the Proof of Purchase with the required details.</li> <li>iv. One (1) Image must contain a picture of one (1) Proof of Purchase and the Image file size must be less than 5MB.</li> <li>v. Upload the Image on the Web Form and click ‘submit’ (“Entry”).</li> <li>vi. The Organiser will send an auto-reply acknowledgment message for each Entry received.</li> </ul> </li> <li>e. The Organiser will extract all Entries received for further processing, verification and qualifying. The Organiser shall reserve the right to disqualify any Entries with incomplete Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Proof of Purchase. All Entries will be checked for duplicates based on the Participant’s full name, ID number and mobile number submitted. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</li> <li>f. 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 original Proof of Purchase upon request will result in disqualification and forfeiture.</li> </ul>
<p><b>7. <u>Redemption Tiers:</u></b></p>	<ul style="list-style-type: none"> <li>a. For every single original Proof of Purchase with a minimum purchase of Ringgit Malaysia Twenty (RM20) of any Products, Participants are eligible to redeem one (1) RM3 eWallet.</li> </ul>

	<p>b. Participants may choose to redeem one (1) RM3 eWallet based on one channel below, either:</p> <ul style="list-style-type: none"> <li>i. One [1] RM3 Touch ‘n Go eWallet Reload PIN or,</li> <li>ii. One [1] RM3 Boost Credit Redemption Code or,</li> <li>iii. One [1] RM3 SPayGlobal eVoucher (Sarawak Pay).</li> </ul> <p>c. Each Participant (by unique Full Name and ID number) may throughout the Promotion Period redeem one (1) eWallet only.</p> <p>d. The Redemption is limited to the first sixty thousand (60000) RM3 eWallets throughout the Promotion Period. In the event the total of sixty thousand (60000) combined RM3 eWallets are completely redeemed, the Organiser will update the status in the Promotion Website.</p>
<p><b>8. <u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 30/04/2024. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p><b>9. <u>Redemption Fulfilment:</u></b></p>	<p>a. The Organiser’s service provider will send the codes for Touch ‘n Go eWallet Reload PIN, Boost Credit Redemption Code and SPayGlobal eVoucher (Sarawak Pay), to the Participants via the WhatsApp Number at 6018 388 0131 to the same mobile number that the Organiser received in the Web Form <u>within 14 working days</u>. The Organiser will not be held liable in the event the Participants cannot be contacted for whatever reasons.</p> <p>b. All unclaimed eWallet(s) after 30/06/2024 will be forfeited. The Organiser reserves the rights to substitute any prize for an alternative of equal or greater value.</p> <p>c. All Participants must abide by the terms and conditions of the vendors and parties arranging and providing the prizes. The following are the terms and conditions of the eWallet vendors:</p> <ul style="list-style-type: none"> <li>i. Redemption and usage of the Touch ‘n Go eWallet Reload PIN is subject to Touch ‘n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms &amp; Conditions; <a href="https://www.touchngo.com.my/assets/pdf/user-tnc.pdf">https://www.touchngo.com.my/assets/pdf/user-tnc.pdf</a></li> <li>ii. Redemption and usage of the Boost Credit Redemption Code is subject to Axiata Digital eCode Sdn Bhd Terms &amp; Conditions; <a href="https://www.myboost.com.my/terms/">https://www.myboost.com.my/terms/</a></li> <li>iii. Redemption and usage of the SPayGlobal Voucher is subject to SiliconNet Technologies Sdn Bhd's Terms &amp; Conditions; <a href="https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html">https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html</a></li> </ul> <p>d. The Organiser will not be held responsible if any of the eWallets cannot be delivered or deployed due to any change or difference in the mobile contact number submitted by the Participants to the Organiser during Entry submission.</p> <p>e. The Organiser reserves the right at its absolute discretion to extend the Promotion Period as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the eWallet(s) to the Participant(s).</p>

<p><b>10. <u>Additional Terms:</u></b></p>	<p>a. The Organiser shall reserve the right at its absolute discretion to substitute any of the eWallet(s) stated with another premium of similar value, at any time without prior notice. All eWallet(s) are provided on an “as is” basis and are not exchangeable for credit, other items or voucher in part or in full.</p> <p>b. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Promotion or prizes or due to any other unforeseen circumstances beyond the Organizer’s control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors.</p>
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*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: [nes.tl/BeliTebuswithNestleEveryday](https://nes.tl/BeliTebuswithNestleEveryday), 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 Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).*

**B. Conditions of Entry**

**1. Introduction**

- 1.1 These conditions of entry must be read together with the Schedule to 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 Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”). 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. 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 Gifts 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 A**

- 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. Eligibility B**

The following groups of persons shall 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:
- (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 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 Gift has been awarded, the Organiser reserves the right to demand for the return of the Gift or payment of its value from the disqualified Participant.

## **6. Gifts**

6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Gifts in accordance with the Gift Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Gifts will be dealt with.

6.2 Gifts 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 Gift shall be the responsibility of the Winner.

6.4 All Gifts must be taken according to the terms and conditions of the Organiser, its agents, sponsor or third party providing the Gift.

(a) **Tickets to an Event:**

The Organiser is not liable for any cancellation or re-scheduling that may prevent a Gift fulfilment. Tickets can only be used on the date(s) specified on the ticket.

(b) **Travel/Holiday Gifts:**

If travel is offered as a Gift, flights and accommodation are subject to availability at time of booking. The Gift 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 Gift(s) are given out on an “as it is” basis. The Gift shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Gift to the fullest extent permitted by law.

6.6 Gifts 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 Gift winner, the Participant must be accompanied by their parent/legal guardian throughout the Gift 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 Gift, 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 Gift 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 Gift, 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, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in [https://www.nestle.com.my/info/privacy\\_notice](https://www.nestle.com.my/info/privacy_notice).
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [https://www.nestle.com.my/info/privacy\\_policy/privacy\\_bm](https://www.nestle.com.my/info/privacy_policy/privacy_bm).