



Good food, Good life

**TERMS AND CONDITIONS**

**A. Schedule to Conditions of Entry**

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. (197901000966).																																					
2. <b><u>Promotion:</u></b>	SEMARAK RAYA BERSAMA NESTLÉ.																																					
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 04/03/2024 and closes at 23:59:59 on 28/04/2024.																																					
4. <b><u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period. The Organiser shall reserve the right to request for evidence of identification documents.																																					
5. <b><u>Participating Products:</u></b>	<p>a. The NESTLÉ Ready To Drink participating products are as per listed below (“Products”):</p> <table border="1" data-bbox="424 1111 1461 2018"> <thead> <tr> <th colspan="3" data-bbox="424 1111 1461 1178">Participating Products</th> </tr> <tr> <th data-bbox="424 1178 568 1261">Product Type</th> <th data-bbox="568 1178 1177 1261">Product Description</th> <th data-bbox="1177 1178 1461 1261">Packaging</th> </tr> </thead> <tbody> <tr> <td data-bbox="424 1261 568 2018" rowspan="16" style="text-align: center; vertical-align: middle;"><b>CAN DRINK</b></td> <td data-bbox="568 1261 1177 1346">MILO ACTIV-GO Original Can</td> <td data-bbox="1177 1261 1461 1346">24 x 240ml 4(6x240ml)</td> </tr> <tr> <td data-bbox="568 1346 1177 1391">MILO ACTIV-GO Original Can 20+4</td> <td data-bbox="1177 1346 1461 1391">24 x 240ml</td> </tr> <tr> <td data-bbox="568 1391 1177 1435">MILO ACTIV-GO Can 5+1</td> <td data-bbox="1177 1391 1461 1435">4(6x240ml)</td> </tr> <tr> <td data-bbox="568 1435 1177 1480">MILO ACTIV-GO Ice Can</td> <td data-bbox="1177 1435 1461 1480">24 x 240ml</td> </tr> <tr> <td data-bbox="568 1480 1177 1525">MILO ACTIV-GO Kaw Can</td> <td data-bbox="1177 1480 1461 1525">24 x 240ml</td> </tr> <tr> <td data-bbox="568 1525 1177 1610">NESCAFÉ Original Can</td> <td data-bbox="1177 1525 1461 1610">4(6x240ml) 24 x 240ml</td> </tr> <tr> <td data-bbox="568 1610 1177 1695">NESCAFÉ Original Can Mob Legends</td> <td data-bbox="1177 1610 1461 1695">4(6x240ml) 24 x 240ml</td> </tr> <tr> <td data-bbox="568 1695 1177 1740">NESCAFÉ Original Can 20+4</td> <td data-bbox="1177 1695 1461 1740">24 x 240ml</td> </tr> <tr> <td data-bbox="568 1740 1177 1785">NESCAFÉ Original Can 20+4 Festive</td> <td data-bbox="1177 1740 1461 1785">24 x 240ml</td> </tr> <tr> <td data-bbox="568 1785 1177 1830">NESCAFÉ Original Can 5+1</td> <td data-bbox="1177 1785 1461 1830">4(6x240ml)</td> </tr> <tr> <td data-bbox="568 1830 1177 1874">NESCAFÉ Original Can 5+1 Festive</td> <td data-bbox="1177 1830 1461 1874">4(6x240ml)</td> </tr> <tr> <td data-bbox="568 1874 1177 1919">NESCAFÉ Original Can 5+1 Raya</td> <td data-bbox="1177 1874 1461 1919">4(6x240ml)</td> </tr> <tr> <td data-bbox="568 1919 1177 1964">NESCAFÉ PETRONAS Original LE</td> <td data-bbox="1177 1919 1461 1964">24 x 240ml</td> </tr> <tr> <td data-bbox="568 1964 1177 2009">NESCAFÉ PETRONAS Original LE 20+4</td> <td data-bbox="1177 1964 1461 2009">24 x 240ml</td> </tr> <tr> <td data-bbox="568 2009 1177 2018">NESCAFÉ Latte Can</td> <td data-bbox="1177 2009 1461 2018">24 x 240ml</td> </tr> </tbody> </table>	Participating Products			Product Type	Product Description	Packaging	<b>CAN DRINK</b>	MILO ACTIV-GO Original Can	24 x 240ml 4(6x240ml)	MILO ACTIV-GO Original Can 20+4	24 x 240ml	MILO ACTIV-GO Can 5+1	4(6x240ml)	MILO ACTIV-GO Ice Can	24 x 240ml	MILO ACTIV-GO Kaw Can	24 x 240ml	NESCAFÉ Original Can	4(6x240ml) 24 x 240ml	NESCAFÉ Original Can Mob Legends	4(6x240ml) 24 x 240ml	NESCAFÉ Original Can 20+4	24 x 240ml	NESCAFÉ Original Can 20+4 Festive	24 x 240ml	NESCAFÉ Original Can 5+1	4(6x240ml)	NESCAFÉ Original Can 5+1 Festive	4(6x240ml)	NESCAFÉ Original Can 5+1 Raya	4(6x240ml)	NESCAFÉ PETRONAS Original LE	24 x 240ml	NESCAFÉ PETRONAS Original LE 20+4	24 x 240ml	NESCAFÉ Latte Can	24 x 240ml
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			4(6x240ml)
		NESCAFÉ Latte Can 20+4	24 x 240ml
		NESCAFÉ Latte Can 5+1	4(6x240ml)
		NESCAFÉ Mocha Can	24 x 240ml
			4(6x240ml)
		NESCAFÉ Mocha Can 20+4	24 x 240ml
		NESCAFÉ Mocha Can 5+1	4(6x240ml)
		NESCAFÉ Ice Can	24 x 240ml
		NESCAFÉ Kopi C	24 x 240ml
		NESCAFÉ Kopi O NutrF Can	24 x 240ml
		NESCAFÉ Tarik Can	4(6x240ml)
			24 x 240ml
		NESCAFÉ Tarik Can 20+4	24 x 240ml
		MILO ICE 2023 LE Can	24 x 240ml
		MILO KAW 2023 LE Can	24 x 240ml
		MILO Original 2023 LE Can	4 x 6 x 240ml
		MILO Original 2023 LE Can	24 x 240ml
		NESTLÉ LIVELY Lemon Guarana Tea Can	4(6x240ml)
		NESTLÉ LIVELY Lemon Guarana Tea Can	24 x 240ml
		NESTLÉ LIVELY Lemon Guarana Tea Can Festive	4(6x240ml)
		NESTLÉ LIVELY Lemon Guarana Tea Can Festive	24 x 240ml
		NESCAFÉ Original Can Fredrinn	24 x 240ml
		NESCAFÉ Original Can Gusion	24 x 240ml
		NESCAFÉ Original Can Nana	24 x 240ml
	<b>UHT DRINK</b>	MILO ACTIV-GO CALCIUMPLUZ UHT	4 x 6 x 200ml
		MILO ACTIV-GO UHT	4 x 6 x 200ml
		MILO ACTIV-GO UHT (5+1)	4 x 6 x 200ml
			4 x 6 x 200ml
			4 x 6 x 200ml
		MILO ACTIV-GO UHT	10 x 4 x 125ml
		MILO ACTIV-GO UHT	12x1L
		MILO ACTIV-GO UHT (10+2)	12x1L
		MILO ACTIV-GO UHT	5 x 8 x 125ml
		MILO PLANT BASED ACTIV-GO	12 x 1L
		NESCAFÉ Dairy Free Almond UHT	12 x 1L
		NESTLÉ GOODNES Dairy Free Almond & Oat	12x1L
		NESTLÉ GOODNES Dairy Free Oat	12x1L
		<b>PET BOTTLES</b>	NESCAFÉ Iced Caffe Latte
	NESCAFÉ Iced Cappuccino		24 x 500ml
	NESCAFÉ Iced Chococino		24 x 500ml
	NESCAFÉ Dairy Free Latte Oat		24 x 225ml

	<table border="1"> <tr> <td data-bbox="422 194 566 235"></td> <td data-bbox="566 194 1177 235">NESCAFÉ Dairy Free Latte Almond</td> <td data-bbox="1177 194 1461 235">24 x 225ml</td> </tr> <tr> <td data-bbox="422 235 566 275"></td> <td data-bbox="566 235 1177 275">MILO ACTIV-GO Original</td> <td data-bbox="1177 235 1461 275">24 x 500ml</td> </tr> <tr> <td data-bbox="422 275 566 315"></td> <td data-bbox="566 275 1177 315">MILO ACTIV-GO Dairy Free Almond</td> <td data-bbox="1177 275 1461 315">24 x 225ml</td> </tr> <tr> <td data-bbox="422 315 566 356"></td> <td data-bbox="566 315 1177 356">NESTLÉ LIVELY Pear Schisandra Tea</td> <td data-bbox="1177 315 1461 356">24 x 450ml</td> </tr> <tr> <td data-bbox="422 356 566 432"></td> <td data-bbox="566 356 1177 432">NESTLÉ LIVELY Raspberry Lemon Balm Tea</td> <td data-bbox="1177 356 1461 432">24 x 450ml</td> </tr> <tr> <td data-bbox="422 432 566 472"></td> <td data-bbox="566 432 1177 472">NESTLÉ LIVELY Lemon Guarana Tea</td> <td data-bbox="1177 432 1461 472">24 x 450ml</td> </tr> </table>		NESCAFÉ Dairy Free Latte Almond	24 x 225ml		MILO ACTIV-GO Original	24 x 500ml		MILO ACTIV-GO Dairy Free Almond	24 x 225ml		NESTLÉ LIVELY Pear Schisandra Tea	24 x 450ml		NESTLÉ LIVELY Raspberry Lemon Balm Tea	24 x 450ml		NESTLÉ LIVELY Lemon Guarana Tea	24 x 450ml
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<p>6. <b><u>Proof of Purchase &amp; Entry Method:</u></b></p>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Eight (RM8) (“Minimum Purchase”) of any Products in a single original receipt from any instore outlets (“Receipt”) and/or invoice from any online platform (“Invoice”) as the Proof of Purchase during the Promotion Period.</p> <p>b. <b><u>Instore Outlets Receipt:</u></b></p> <p>i. The Receipt can come in the form of <u>printed receipts</u> from point-of-sale systems for instore outlet purchases. For purchases with instore outlet discounts 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> <p>ii. The Receipt <u>must</u> clearly state the name of the instore outlet at which outlet the purchase was made. The date of purchase, Products purchased, Products purchase amount and Receipt number <u>must</u> be clearly stated and printed on the Receipt (“Receipt Details”).</p> <p>c. <b><u>Online Merchants Invoice:</u></b></p> <p>i. The Invoice can be in the form of a screenshot of <u>invoice only</u> for online purchases from any online merchants. 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> <p>ii. The Invoice <u>must</u> clearly state the name of the online merchant at which the online purchase was made. The date of purchase, Products purchased, Products purchase amount and Invoice number <u>must</u> be clearly stated and printed on the Invoice (“Invoice Details”).</p> <p>d. The Organiser will allocate serial numbers according to the purchase amount as stated in the Proof of Purchase of the Qualified Entries submitted. For every Ringgit Malaysia Eight (RM8), the Organiser will allocate one (1) serial number up to a maximum of thirty (30) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Proof of Purchase has been allocated. Please refer to Clause 13.</p> <p><b><u>For example:</u></b></p> <p>i. If you purchase RM8.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate one (1) serial number.</p> <p>ii. If you purchase RM290.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate thirty (30) serial numbers.</p>																		

e. Exclusive Outlets Contest Prizes:

For Participants with purchases from any two (2) exclusive outlets, instore and/or online store listed below (“Exclusive Outlets”), during the Promotion Period will also stand a chance to win additional Exclusive Outlets Contest Prizes. The Exclusive Outlets Contest Prizes are exclusive to all Participants that submit their Entries with an Exclusive Outlet Receipt only. Please refer Clause 14.

EXCLUSIVE OUTLETS	
i	LOTUS'S
ii	ECONSAVE

f. The submission method is via the Promotion Website only. All other methods of submission will be disqualified. Participants may submit as many Proofs of Purchase as they wish but **each Proof of Purchase is ONLY eligible for one (1) Website entry submission.**

g. 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, without further notification to the Participant, 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.

h. Entries submission via Website:

i. Visit the Promotion Website at: <https://www.dearnestle.com.my/peraduan-nestle-rtd-semarak-2024> or scan the QR code shown on the communication materials at the participating Outlets and complete the Web Form.

ii. Fill in all the required personal details (“Personal Details”) on the Web Form including a Malaysian registered mobile number compatible with WhatsApp for further communication.

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.

iv. One (1) Image must contain a picture of one (1) Proof of Purchase and the Image file size must be less than 5MB.

v. Upload the Image on the Web Form and click ‘submit’ (“Entry”).

vi. The Organiser will send an auto-reply acknowledgment message for each Entry received.

i. 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

	<p>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.</p> <p>j. 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.</p>
<p>7. <b><u>Weekly Prizes:</u></b></p>	<p>a. There is a total of one hundred and one (101) Weekly Prizes to be won for each week for eight (8) consecutive weeks. The Weekly Prizes are as per below:</p> <ul style="list-style-type: none"> <li>i. One (1) Grand Prize which consist of one (1) Home Makeover worth RM40,000.</li> <li>ii. One hundred (100) Consolation Prizes which consist of one (1) RM200 cash each.</li> </ul> <p>b. There is a total of eight (8) Grand Prizes and eight hundred (800) Consolation Prizes to be won at the end of the Promotion Period.</p> <p>c. Below are the details of the Grand Prize Home Makeover:</p> <ul style="list-style-type: none"> <li>i. Limited to interior design services and home furnishing only, (i.e.: design consultancy services; 3D design process; feature wall and/or painting and/or wallpaper; lay over flooring; curtains and/or blinds and/or window dressing, furnishings, cabinetry, changing of hard wares (i.e.: doors, faucets, basins), all as determined by the Organiser.</li> <li>ii. <b><u>NOT</u></b> inclusive of any structural changes, hacking of building, repair work/renovation works including without limitation wet work such as retiling, repair and/or demolition of walls, ceiling, extension works, rewiring, water proofing, reinforcements, changing or modifying of current floor plan and/or layout; changing of façade, etc.</li> <li>iii. Each Grand Prize Home Makeover package is worth up to RM40,000 only. Should the Winner choose to include additional items and/or works, surpassing the allocated amount of RM40,000 during the Home Makeover, the Winner is solely responsible for bearing the additional costs. If the actual amount for the Home Makeover is less than the allocated amount of RM40,000, the Organiser will not provide any compensation or refund the remaining balance.</li> <li>iv. The Home Makeover packages are subject to change and may be adjusted or modified at the discretion of the Organizer. Winners are required to adhere to the terms and conditions set by the party(ies) and vendor(s) responsible for arranging and/or providing the Monthly Grand Prize Home Makeover Package. By accepting the Grand Prize Home Makeover Package, the Winner agrees to abide by these terms and conditions.</li> <li>v. The Winner shall ensure that the condition of the intended area for such makeover is fit (e.g.: no structural defects or leakage) for the vendor(s) to perform the makeover, failing which the Organiser and the vendor(s) reserves the right to suspend or cancel the fulfilment of the Grand Prize.</li> </ul>

	<p>d. The pool of Entries is based on submission date and the eight (8) weekly periods are as per below:</p> <p>Week 1: 04/03/2024 – 10/03/2024      Week 2: 11/03/2024 – 17/03/2024  Week 3: 18/03/2024 – 24/03/2024      Week 4: 25/03/2024 – 31/03/2024  Week 5: 01/04/2024 – 07/04/2024      Week 6: 08/04/2024 – 14/04/2024  Week 7: 15/04/2024 – 21/04/2024      Week 8: 22/04/2024 – 28/04/2024</p>										
<p>13. <b><u>Judging Details – Weekly Prizes:</u></b></p>	<p>a. As part of the Weekly Prize Finalist selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry each week, throughout the Promotion Period according to the Receipt submitted (each a “Qualified Entry” and collectively the “Qualified Entries”). A set of serial numbers will be allocated for the Qualified Entries starting from serial number “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 (“Total Weekly Qualified Entries”). Assuming that the Total Weekly Qualified Entries for the week is <b>3001</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of one (1) Grand Prize Finalists: <math>3001 \div 2 = 1500.50</math>.</b> Since dividing 3001 with 2 will result in a number with decimal value, the number 1500.50 will be rounded down to <b>1500</b>. The Participant with Qualified Entry of the week bearing the serial number 1500 will be selected.</p> <p>ii. <b>Selection of one hundred (100) Consolation Prize Finalists: <math>3001 \div 100 = 30.01</math>.</b> Since dividing 3001 with 100 will result in a number with decimal value, the number 30.01 will be rounded down to <b>30</b>. The following one hundred (100) Participants with Qualified Entries of the week bearing the following serial numbers will be selected: 30*, 60*, 90*, 120, 150 and so forth (*computation example: <u>30</u>, 30+30=<u>60</u>, 60+30=<u>90</u>).</p>										
<p>14. <b><u>Exclusive Outlets Contest Prizes:</u></b></p>	<p>a. All Participants with purchases from any two (2) Exclusive Outlets during the Promotion Period will be eligible to win one (1) <u>additional Weekly Prize</u>.</p> <p>b. Please refer below for the quantity of additional Exclusive Outlets Weekly Prizes to be won throughout the Promotion Period:</p> <table border="1" data-bbox="422 1599 1461 1964"> <thead> <tr> <th colspan="2">EXCLUSIVE OUTLETS</th> <th>PRIZES</th> <th>ADDITIONAL WEEKLY PRIZES X 8 WEEKS</th> <th>TOTAL ADDITIONAL WEEKLY PRIZES</th> </tr> </thead> <tbody> <tr> <td>i</td> <td>LOTUS'S</td> <td>One (1) Outback Omega 250 Aluminised Steel Burners &amp; Flame Tamers worth RM1697 each.</td> <td>Five (5)</td> <td>Forty (40)</td> </tr> </tbody> </table>	EXCLUSIVE OUTLETS		PRIZES	ADDITIONAL WEEKLY PRIZES X 8 WEEKS	TOTAL ADDITIONAL WEEKLY PRIZES	i	LOTUS'S	One (1) Outback Omega 250 Aluminised Steel Burners & Flame Tamers worth RM1697 each.	Five (5)	Forty (40)
EXCLUSIVE OUTLETS		PRIZES	ADDITIONAL WEEKLY PRIZES X 8 WEEKS	TOTAL ADDITIONAL WEEKLY PRIZES							
i	LOTUS'S	One (1) Outback Omega 250 Aluminised Steel Burners & Flame Tamers worth RM1697 each.	Five (5)	Forty (40)							

	<table border="1" data-bbox="422 194 1465 362"> <tr> <td data-bbox="422 194 485 362">ii</td> <td data-bbox="485 194 663 362">ECONSAVE</td> <td data-bbox="663 194 1026 362">One (1) TEFAL Easy Fry &amp; Grill Healthy Air Fryer 4.2L (EY5018) worth RM889 each.</td> <td data-bbox="1026 194 1233 362">Three (3)</td> <td data-bbox="1233 194 1465 362">Twenty four (24)</td> </tr> </table> <p data-bbox="395 409 1492 595">c. The Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful entry each week, throughout the Promotion Period according to each Exclusive Outlets Entries (each a “Qualified Entry” and collectively the “Qualified Entries”). A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p data-bbox="395 642 1492 712">d. Assuming the Total <b>LOTUS’S</b> Qualified Entries received for the week is <b>251</b> the Organiser will compute and select the finalists based on the following:</p> <p data-bbox="427 719 1492 947">i. <b>Weekly selection of five (5) LOTUS’S Weekly Prize Finalists: <math>251 \div 5 = 50.20</math>.</b> Since dividing 251 with 5 will result in a number with decimal value, the number 50.20 will be rounded down to <u>50</u>. The following five (5) Participants with <b>LOTUS’S</b> Qualified Entries of the week bearing the following serial numbers will be selected: 50*, 100*, 150*, 200 and 250 (*computation examples: <u>50</u>, <math>50+50=100</math>, <math>100+50=150</math>).</p> <p data-bbox="395 994 1492 1064">e. Assuming the Total <b>ECONSAVE</b> Qualified Entries received for the week is <b>166</b> the Organiser will compute and select the finalists based on the following:</p> <p data-bbox="427 1070 1492 1299">i. <b>Weekly selection of three (3) ECONSAVE Weekly Prize Finalists: <math>166 \div 3 = 55.33</math>.</b> Since dividing 166 with 3 will result in a number with decimal value, the number 55.33 will be rounded down to <u>55</u>. The following three (3) Participants with <b>ECONSAVE</b> Qualified Entries of the week bearing the following serial numbers will be selected: 55*, 110* and 165* (*computation examples: <u>55</u>, <math>55+55=110</math>, <math>110+55=165</math>).</p>	ii	ECONSAVE	One (1) TEFAL Easy Fry & Grill Healthy Air Fryer 4.2L (EY5018) worth RM889 each.	Three (3)	Twenty four (24)
ii	ECONSAVE	One (1) TEFAL Easy Fry & Grill Healthy Air Fryer 4.2L (EY5018) worth RM889 each.	Three (3)	Twenty four (24)		
15. <b><u>Entry Deadline:</u></b>	All Entries must be received by the Organiser on or before 23:59:59 on 28/04/2024. All Entries received outside the Promotion Period will be automatically disqualified.					
16. <b><u>Additional Terms:</u></b>	<p data-bbox="395 1462 1492 1765">a. The Organiser will contact all selected Finalists via WhatsApp from <b>6018 322 9355</b> to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalist will be given one (1) question to answer. The selected Finalists must answer the question posted by the Organiser correctly in order to win the Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.</p> <p data-bbox="395 1812 1294 1845">b. Each Participant may throughout the Promotion Period win only:</p> <p data-bbox="427 1852 1054 2000">i. one (1) Grand Prize,  ii. one (1) Consolation Prize,  iii. one (1) Exclusive Outlet LOTUS’S Prize, and  iv. one (1) Exclusive Outlet ECONSAVE Prize.</p>					

- c. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment.
- d. All Consolation Prizes Winners will receive a cheque payable to their name via courier within six (6) – eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners.
- e. All Grand Prize Winners will be contacted by the appointed vendors for Prizes redemption within six (6) – eight (8) weeks from the closing date of the Promotion. All Grand Prize Winners may have to attend the Prize Giving Ceremony, if any. The Organiser will update the Grand Prize Winners on the details of the Prize Giving Ceremony. Any other additional and/or miscellaneous fees, costs and/or expenses to be incurred in connection with utilising and/or maintaining the Prize shall be fully borne by and the sole responsibility of the Grand Prize Winners.
- f. All Exclusive Outlets LOTUS'S and ECONSAVE Prizes will be delivered to the addresses provided by the Winners within six (6) – eight (8) weeks from the closing date of the Promotion.
- g. The Organiser reserves the rights to extend the timelines and change the method of prizes fulfilment stated under this clause at the discretion of the Organiser. The Winners list will be featured in the Organiser's website within six (6) – eight (8) weeks from the closing date of the Promotion.
- h. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.
- i. The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available.
- j. 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.
- k. The Organizer shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any other additional costs (i.e.: travel expenses, transportation cost, duties and taxes) involved to redeem or collect the prize shall be borne by the winner at their own costs.



*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <https://www.dearnestle.com.my/peraduan-nestle-rtd-semarak-raya-2024>, 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”).*

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**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 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:
- (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 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 and/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 eighteen (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, 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 mengikut Notis Privasi di [https://www.nestle.com.my/info/privacy\\_policy/privacy\\_bm](https://www.nestle.com.my/info/privacy_policy/privacy_bm).