



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966).
2. <u>Promotion:</u>	PERADUAN MAKAN NESTLÉ ICE CREAM & MENANG SETIAP MINGGU.
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 15/01/2024 and closes at 23:59:59 on 08/03/2024.
4. <u>Eligibility:</u>	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.
5. <u>Participating Products:</u>	For the list of participating NESTLÉ ICE CREAM products (“Products”), please visit the Promotion Website: http://dearnestle.com.my/eat-nestle-ice-cream-and-win-every-week-contest .
6. <u>Participation Method:</u>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Six (RM6) (“Minimum Purchase”) of any Products in a single original receipt from any outlets (“Receipt”) during the Promotion Period.</p> <p>b. <u>Receipts:</u></p> <p>i. The Receipt can come in the form of printed receipts from point-of-sale systems and/or hand-written receipts for 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 must 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. During the Finalists selection process, the Organiser will allocate serial numbers according to the purchase amount as stated in the Proof of Purchase submitted up to a maximum of thirty (30) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Receipt has been allocated. For every Ringgit Malaysia Six (RM6) of Products, the Organiser will allocate one (1) serial number.</p>

	<p><u>For example:</u> If you purchase in a single Receipt during the Promotion Period:</p> <ul style="list-style-type: none"> - RM6.50 of Products, the Organiser will allocate 1 serial number. - RM60.00 of Products, the Organiser will allocate 10 serial numbers. - RM200.00 of Products, the Organiser will allocate 30 serial numbers. <p>d. The Promotion participation method is via WhatsApp only. Participants may submit as many entries as they wish but each unique Receipt is ONLY eligible for one (1) entry submission. The Organiser shall reserve the right to disqualify any Receipt with incomplete details and/or reprinted, duplicated, illegible, unclear and/or damaged Receipts without further notification to the Participants.</p> <p>e. <u>WhatsApp entry participation steps:</u></p> <ul style="list-style-type: none"> i. Snap one (1) <u>clear and legible</u> picture/image in jpg or jpeg or png format of the Receipt complete with the Receipt Details (“Image”). i. One (1) Image must contain a picture of one (1) Receipt only and the Image file must be less than 5MB. ii. Submit the Image via WhatsApp to 6018 322 8875 using a mobile number registered in Malaysia. iii. You will receive an autoreply message prompting you to submit your Full Name and ID No (“Personal Details”) immediately following the format: NIC#FULL NAME#ID NO to complete your registration and entry submission (“Entry”). <u>For example:</u> Type: <i>NIC#ADAM BIN AHMAD#010801145895</i> and send. iv. You are required to provide your Personal Details only once. You may submit as many Entries as you want, and all subsequent Entries will be linked to the initially provided Personal Details. v. An auto reply acknowledgement message will be sent by the Organiser for the first WhatsApp Entry received from each mobile number only. <p>f. 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) Receipt. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p> <p>g. The Organiser shall reserve the right to request for evidence of the original Receipt hardcopy for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and forfeiture.</p>
7. <u>Entry Deadline:</u>	All Entries must be received by the Organiser on or before 23:59:59 on 08/03/2024. All Entries received outside the Promotion Period will be automatically disqualified.
8. <u>Weekly Prizes</u>	a. There is a total of eleven (11) Weekly Prizes to be won for each week for eight (8) consecutive weeks. The Weekly Prizes are as per below:

	<ul style="list-style-type: none"> i. One (1) Grand Prize which consist of one (1) YAMAHA Motorbike Y15ZR. The Grand Prize is inclusive of the cost for standard registration, road tax and insurance. Any other additional and/or miscellaneous fees, costs and/or expenses to be incurred in connection with utilising and/or maintaining the Grand Prize shall be fully borne by and the sole responsibility of the Grand Prize winner. ii. One (1) 1st Prize which consist of one (1) Samsung Galaxy Watch6 40mm. iii. Nine (9) Consolation Prizes which consist of one (1) JBL Wave Beam TWS True Wireless In-Ear Headphones (at random) each. <p>b. There is a total of eighty eight (88) Weekly Prizes to be won at the end of the Promotion Period.</p> <p>c. The pool of Entries is based on submission date and the eight (8) weekly periods are as per below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Week 1: 15/01/2024 – 21/01/2024</td> <td style="width: 50%;">Week 2: 22/01/2024 – 28/01/2024</td> </tr> <tr> <td>Week 3: 29/01/2024 – 04/02/2024</td> <td>Week 4: 05/02/2024 – 11/02/2024</td> </tr> <tr> <td>Week 5: 12/02/2024 – 18/02/2024</td> <td>Week 6: 19/02/2024 – 25/02/2024</td> </tr> <tr> <td>Week 7: 26/02/2024 – 03/03/2024</td> <td>Week 8: 04/03/2024 – 08/03/2024</td> </tr> </table>	Week 1: 15/01/2024 – 21/01/2024	Week 2: 22/01/2024 – 28/01/2024	Week 3: 29/01/2024 – 04/02/2024	Week 4: 05/02/2024 – 11/02/2024	Week 5: 12/02/2024 – 18/02/2024	Week 6: 19/02/2024 – 25/02/2024	Week 7: 26/02/2024 – 03/03/2024	Week 8: 04/03/2024 – 08/03/2024
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Week 7: 26/02/2024 – 03/03/2024	Week 8: 04/03/2024 – 08/03/2024								
<p>9. <u>Judging Details – Weekly Prizes:</u></p>	<p>a. As part of the Weekly Prize Finalists’ selection process, the Organiser will tabulate the Entries received and allocate a serial number(s), for each Entry received and approved by the Organiser to be a successful entry each week, according to the Products purchased as stated in the Proof of Purchase 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 1805, the Organiser will compute and select based on the following:</p> <ul style="list-style-type: none"> i. Selection of one (1) Grand Prize and one (1) 1st Prize Finalists: $1805 \div 2 = 902.50$. Since dividing 1805 with 2 will result in a number with decimal value, the number 902.50 will be rounded down to 902. The Participants with Qualified Entries bearing the following serial numbers will be selected: 902 – Grand Prize Finalist 1804 – 1st Prize Finalist. ii. Selection of nine (9) Consolation Prize Finalists: $1805 \div 9 = 200.45$. Since dividing 1805 with 9 will result in a number with decimal value, the number 200.45 will be rounded down to 200. The following 9 Participants with Qualified Entries bearing the following serial numbers will be selected: 200*, 400*, 600*, 800, 1000 and so forth (*computation example: <u>200</u>, $200+200=400$, $400+200=600$). 								
<p>10. <u>Additional Terms:</u></p>	<p>a. The Organiser’s service provider will contact all Finalists via WhatsApp from 6018 322 8875 to the mobile number from which the Organiser received in the</p>								

Qualified Entries. Each Finalist will be given one (1) question to answer. The selected Finalist must answer the question posted by the Organiser correctly in order to win the Prize. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated in the WhatsApp message will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalist cannot be contacted via WhatsApp for whatever reasons.

- b. Each Participant may throughout the Promotion Period win only:
 - i. one (1) Grand Prize
 - ii. one (1) 1st Prize and,
 - iii. one (1) Consolation Prize.
- c. Upon request, all Winners must provide their required and personal details to the Organiser for prizes fulfilment, without which the Organiser may not be able to fulfil such prizes.
- d. All 1st Prizes and Consolation Prizes will be delivered via courier to the address from which the Organiser received in the Qualified Entries within 6 – 8 weeks from the closing date of the Promotion.
- e. All Grand Prize Winners will be contacted by the supplier for prizes fulfilment within 6 – 8 weeks from the closing date of the Promotion.
- f. All unclaimed Prizes after the deadline set by the Organiser in the winners' notification for prize collection will be forfeited. The Organiser reserves the right to substitute any prize for an alternative of equal or greater value.
- g. All Winners must abide by the terms and conditions of the party(ies) arranging and/or providing for the Prizes and the terms and conditions attached, if any.
- h. The announcement of the Winners will be periodically featured on the Organiser's website: <http://dearnestle.com.my/eat-nestle-ice-cream-and-win-every-week-contest> throughout the Promotion Period.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <http://dearnestle.com.my/eat-nestle-ice-cream-and-win-every-week-contest>, 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 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.
- 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.