



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 NESTLÉ ICE CREAM BELI & MENANG EKSLUSIF DI PETROMART.
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 01/07/2024 and closes at 23:59:59 on 31/08/2024.
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 Petromarts:</u>	Below are the list of participating Petromarts (“Petromarts”): a. Petronas; b. Shell; c. Petron; and d. BHP.
6. <u>Participation Methods:</u>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Six (RM6) of any mix of NESTLÉ ICE CREAM products (“Products”) Products in a single original receipt from any Petromarts (“Receipt”) during the Promotion Period.</p> <p>b. The Receipt can come in the form of printed receipts from point-of-sale systems for Petromarts purchases. The Receipt must bear the name and/or logo of the Petromart which the purchase was made. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount, Receipt number and name and/or logo of the Petromart (“Receipt Details”).</p> <p>c. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt submitted. For every Ringgit Malaysia Six (RM6), the Organiser will allocate one (1) serial number up to a maximum of ten (10) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Receipt has been allocated. Please refer to the examples below. <u>For example:</u></p> <ul style="list-style-type: none">- If you purchase RM6.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate one (1) serial number.

- If you purchase RM70.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate a maximum of ten (10) serial numbers only.

d. Exclusive Petromarts Consolation Prizes:

For Participants with purchases from any Petromarts below (“Exclusive Petromarts”), during the Promotion Period will also stand a chance to win additional Exclusive Petromarts Consolation Prizes. The Exclusive Petromarts Consolation Prizes are exclusive to all Participants that submit their Entries with an Exclusive Petromart Receipt only. Please refer Clause 11 and 12.

EXCLUSIVE PETROMARTS	
i	PETRONAS
ii	SHELL
lii	PETRON
iv	BHP

- e. There are two (2) methods of participation in the Promotion which is either **via Website** or **via WhatsApp**. 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 to **one (1) Website entry OR one (1) WhatsApp entry** submission.
- f. 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.
- g. Entries submission via Promotion Website:
- Visit the Promotion Website:
https://nestlemalaysia.qualifioapp.com/quiz/1434714_2862/beri-nic-dan-menang-hadiah-eksklusif-di-petrolmart.html or scan the QR code shown on the communication materials at participating Outlets.
 - Complete the web form and fill in all the required personal details including a Malaysian registered mobile number compatible with WhatsApp for further communication (“Personal Details”).
 - Snap one (1) clear and legible picture/image in jpg or jpeg or png format of the Proof of Purchase complete with the Proof of Purchase Details (“Image”).
 - One (1) Image must contain a picture of one (1) Proof of Purchase only and the Image file must be less than 5MB.
 - Upload the Image on the web form and submit (“Entry”).

	<ul style="list-style-type: none"> vi. You will receive an acknowledgment message for each Entry submitted successfully. h. <u>Entries submission via WhatsApp:</u> <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”). ii. One (1) Image must contain a picture of one (1) Receipt only and the Image file must be less than 5MB. iii. Submit the Image via WhatsApp to 6018 388 0131 using a mobile number registered in Malaysia. iv. You will receive an autoreply message prompting you to submit your Full Name and Identification Number (“Personal Details”) immediately following the format: #FULL NAME#ID NO to complete your registration and entry submission (“Entry”). <u>For example:</u> Type: #LEELA A/P SINGARAMI#010801145896 and send. v. 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. vi. An auto reply acknowledgement message will be sent by the Organiser for the first WhatsApp Entry received from each mobile number only. 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 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. 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>8. <u>Entry Deadline:</u></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 31/08/2024. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>9. <u>Grand Prizes:</u></p>	<ul style="list-style-type: none"> a. There are two (2) Grand Prizes for each Petrol Mart in the form of one (1) FREE Petrol for a Year Voucher worth RM2600 each to be won throughout the Promotion Period. b. All Participants with purchases from any Exclusive Petromarts during the Promotion Period will be eligible to win one (1) <u>Grand Prize</u>. c. Please refer below for the quantity of additional Exclusive Petromarts Grand Prizes to be won throughout the Promotion Period:

	<table border="1" data-bbox="632 232 1259 815"> <thead> <tr> <th colspan="2" data-bbox="632 232 879 342">EXCLUSIVE PETROMARTS</th> <th data-bbox="879 232 1259 342">PRIZES</th> </tr> </thead> <tbody> <tr> <td data-bbox="632 342 692 461">i</td> <td data-bbox="692 342 879 461">PETRONAS</td> <td data-bbox="879 342 1259 461">Two (2) Petrol Vouchers for a year worth RM2600 each.</td> </tr> <tr> <td data-bbox="632 461 692 580">ii</td> <td data-bbox="692 461 879 580">SHELL</td> <td data-bbox="879 461 1259 580">Two (2) Petrol Vouchers for a year worth RM2600 each.</td> </tr> <tr> <td data-bbox="632 580 692 698">iii</td> <td data-bbox="692 580 879 698">PETRON</td> <td data-bbox="879 580 1259 698">Two (2) Petrol Vouchers for a year worth RM2600 each.</td> </tr> <tr> <td data-bbox="632 698 692 815">iv</td> <td data-bbox="692 698 879 815">BHP</td> <td data-bbox="879 698 1259 815">Two (2) Petrol Vouchers for a year worth RM2600 each.</td> </tr> </tbody> </table>	EXCLUSIVE PETROMARTS		PRIZES	i	PETRONAS	Two (2) Petrol Vouchers for a year worth RM2600 each.	ii	SHELL	Two (2) Petrol Vouchers for a year worth RM2600 each.	iii	PETRON	Two (2) Petrol Vouchers for a year worth RM2600 each.	iv	BHP	Two (2) Petrol Vouchers for a year worth RM2600 each.
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<p>10. Judging <u>Details – Grand Prizes:</u></p>	<p>a. As part of the Grand 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 throughout the Promotion Period, 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. Assuming the Total PETRONAS Qualified Entries received is 3003 the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of two (2) PETRONAS Grand Prize Finalists: $3003 \div 2 = 1501.5$. Since dividing 3003 with 2 will result in a number with decimal value, the number 1501.5 will be rounded down to 1501. The following 2 Participants with PETRONAS Qualified Entries bearing the following serial numbers will be selected: 1501* and *3002 (*computation example: <u>1501</u>, $1501+1501=3002$).</p> <p>c. Assuming the Total SHELL Qualified Entries received is 3351 the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of two (2) SHELL Grand Prize Finalists: $3351 \div 2 = 1675.5$. Since dividing 3351 with 2 will result in a number with decimal value, the number 1675.5 will be rounded down to 1675. The following 2 Participants with SHELL Qualified Entries bearing the following serial numbers will be selected: 1675* and *3350 (*computation example: <u>1675</u>, $1675+1675=3350$).</p>															

- d. Assuming the Total **PETRON** Qualified Entries received is **3153** the Organiser will compute and select the finalists based on the following:
- i. **Selection of two (2) PETRON Grand Prize Finalists: $3153 \div 2 = 1576.5$** . Since dividing 3153 with 2 will result in a number with decimal value, the number 1576.5 will be rounded down to **1576**. The following 2 Participants with **PETRON** Qualified Entries bearing the following serial numbers will be selected: 1576* and *3152 (*computation example: 1576, $1576+1576=3152$).
- e. Assuming the Total **BHP** Qualified Entries received is **2897** the Organiser will compute and select the finalists based on the following:
- i. **Selection of two (2) BHP Grand Prize Finalists: $2897 \div 2 = 1448.5$** . Since dividing 2897 with 2 will result in a number with decimal value, the number 1448.5 will be rounded down to **1448**. The following 2 Participants with **BHP** Qualified Entries bearing the following serial numbers will be selected: 1448* and *2896 (*computation example: 1448, $1448+1448=2896$).

14. Exclusive Petromarts Consolation Prizes:

- a. All Participants with purchases from any Exclusive Petromarts during the Promotion Period will be eligible to win one (1) additional Consolation Prize.
- b. Please refer below for the quantity of additional Exclusive Petromarts Consolation Prizes to be won throughout the Promotion Period:

EXCLUSIVE PETROMARTS		PRIZES	ADDITIONAL CONSOLATION PRIZES
i.	PETRONAS	One (1) RM100 PETRONAS Gift Card each.	Thirty (30)
ii.	SHELL	One (1) RM100 SHELL Gift Card each.	Thirty (30)
iii.	PETRON	One (1) RM100 Texas Chicken Voucher each.	Thirty (30)
iv.	BHP	One (1) RM100 BHP Voucher each.	Sixty (60)

- c. The Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful entry throughout the Promotion Period according to each Exclusive Petromarts 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>d. Assuming the Total PETRONAS Qualified Entries received is 1501 the Organiser will compute and select the finalists based on the following:</p> <p>ii. Selection of thirty (30) PETRONAS Consolation Prize Finalists: $1501 \div 30 = 50.03$. Since dividing 1501 with 30 will result in a number with decimal value, the number 50.03 will be rounded down to 50. The following 30 Participants with PETRONAS Qualified Entries bearing the following serial numbers will be selected: 50*, 100*, 150*, 200, 250 and so forth (*computation example: <u>50</u>, $50+50=\underline{100}$, $100+50=\underline{150}$).</p> <p>e. Assuming the Total SHELL Qualified Entries received is 1651 the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of thirty (30) SHELL Consolation Prize Finalists: $1651 \div 30 = 55.03$. Since dividing 1651 with 30 will result in a number with decimal value, the number 55.03 will be rounded down to 55. The following 30 Participants with SHELL Qualified Entries of the week bearing the following serial numbers will be selected: 55*, 110*, 165*, 220, 275 and so forth (*computation example: <u>55</u>, $55+55=\underline{110}$, $110+55=\underline{165}$).</p> <p>f. Assuming the Total PETRON Qualified Entries received is 1701 the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of thirty (30) PETRON Consolation Prize Finalists: $1701 \div 30 = 56.70$. Since dividing 1701 with 30 will result in a number with decimal value, the number 56.70 will be rounded down to 56. The following 30 Participants with PETRON Qualified Entries bearing the following serial numbers will be selected: 56*, 112*, 168*, 224, 280 and so forth (*computation example: <u>56</u>, $56+56=\underline{112}$, $112+56=\underline{168}$).</p> <p>g. Assuming the Total BHP Qualified Entries received is 1201 the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of sixty (60) BHP Consolation Prize Finalists: $1201 \div 60 = 20.01$. Since dividing 1201 with 60 will result in a number with decimal value, the number 20.01 will be rounded down to 20. The following 60 Participants with BHP Qualified Entries of the week bearing the following serial numbers will be selected: 20*, 40*, 60*, 80, 100 and so forth (*computation example: <u>20</u>, $20+20=\underline{40}$, $40+20=\underline{60}$).</p>
<p>10. <u>Additional Terms:</u></p>	<p>a. The Organiser will contact all selected Finalists via WhatsApp from 6018 388 0131 to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalists 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 Prizes being forfeited. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win:</p> <p>i. one (1) Grand Prize,</p>

- ii. one (1) Exclusive PETRONAS Consolation Prize,
 - iii. one (1) Exclusive SHELL Consolation Prize,
 - iv. one (1) Exclusive PETRON Consolation Prize, and
 - v. one (1) Exclusive BHP Consolation Prize.
- c. 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. The Organiser reserves the rights to forfeit their Prizes if the Winners fail to provide their full details upon request. The Organiser reserves the right to disqualify any Entry or Prize if a Participant or Winner's personal details (including full name, identification number and mobile number) are found at any time to be inaccurate or wrong.
- d. The Organiser reserves the right to request for submission of the photocopy of identification document and the original hardcopy Proof of Purchase from the Winner for verification prior to Prizes fulfilment. Failure to submit upon request will result in disqualification and forfeiture. Upon verification, the Organiser reserves the right to forfeit their Prizes if the Organiser suspects that the alleged Winner submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.
- e. All Prizes will be delivered via courier to the Winner within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners.
- f. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. All unclaimed Prizes after the deadline stipulated by the Organiser will be forfeited.
- g. 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.
- h. 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.

This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at: https://nestlemalaysia.qualifioapp.com/quiz/1434714_2862/beli-nic-dan-menang-hadiah-eksklusif-di-petrolmart.html, 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.

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 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 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 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.