



Peraduan “Nestlé Soaring with Prosperous Dragon” di Lotus’s.

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)																		
Promotion	Peraduan “Nestlé Soaring with Prosperous Dragon” di Lotus’s																		
Promotion Period	The Promotion starts at 00:00:00 on 1st January 2024 and closes at 23:59:59 on 25th February 2024 .																		
Eligibility	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period.																		
Entry Method	<p>Online form Submission</p> <p>Participants are required to submit their entries via online form at https://nestlemalaysia.qualifioapp.com/quiz/1339315_2862/nestle-soaring-with-prosperous-dragon-contest.html</p> <ol style="list-style-type: none">To participate in the Promotion, purchase minimum of Ringgit Malaysia Eighteen (RM18.00) (“Minimum Value”) any participating Nescafe & Milo mixes products as listed in item no.3 (“Participating Products”) in a single receipt (“Proof of Purchase”) within the Promotion Period from any Lotus’s in-store or Lotus’s official online platforms at https://www.lotuss.com.my/en , https://s.lazada.com.my/s.UBUI3 and https://shopee.com.my/lotuss.fbs (“Participating Outlets”).Take a clear photo of the Proof of Purchase, fill up all the data fields in the contest entries form at https://nestlemalaysia.qualifioapp.com/quiz/1339315_2862/nestle-soaring-with-prosperous-dragon-contest.html and upload the picture of Proof of Purchase and submit. E.g., data fields:<ol style="list-style-type: none">Name as MyKadMyKad NumberContact number (WhatsApp Enable)Email AddressUpload ReceiptThe list of Participating Products is:<table border="1"><thead><tr><th>Segment</th><th>SKU</th></tr></thead><tbody><tr><td>MILO POWDER</td><td>MILO 1.5KG</td></tr><tr><td>MILO POWDER</td><td>MILO (SOFTPK) 200G</td></tr><tr><td>MILO POWDER</td><td>MILO (SOFTPACK) 400G</td></tr><tr><td>MILO POWDER</td><td>MILO (SOFTPACK) 1KG</td></tr><tr><td>MILO POWDER</td><td>MILO (SOFTPACK) 2KG</td></tr><tr><td>MILO POWDER</td><td>MILO 2KG (FOC 200G)</td></tr><tr><td>MILO POWDER</td><td>MILO HI FIBRE 900G</td></tr><tr><td>MILO MIXES</td><td>MILO FUZE 3IN1 REGULAR 30SX33G</td></tr></tbody></table>	Segment	SKU	MILO POWDER	MILO 1.5KG	MILO POWDER	MILO (SOFTPK) 200G	MILO POWDER	MILO (SOFTPACK) 400G	MILO POWDER	MILO (SOFTPACK) 1KG	MILO POWDER	MILO (SOFTPACK) 2KG	MILO POWDER	MILO 2KG (FOC 200G)	MILO POWDER	MILO HI FIBRE 900G	MILO MIXES	MILO FUZE 3IN1 REGULAR 30SX33G
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MILO MIXES	MILO FUZE 3IN1 REGULAR 8SX33G
MILO MIXES	MILO 3IN1 18X33G
MILO MIXES	MILO ORIGINAL 18SX30G
MILO MIXES	MILO ACTIV GO LESS SUGAR 10X27G
MILO MIXES	MILO ACTIV GO CEREAL 10X36G
MILO MIXES	MILO 3IN1 18X33G FOC 3S
MILO MIXES	MILO 3IN1 18X33G FOC HI-FIBRE 3S
MILO MIXES	MILO ACTIV GO ORIGINAL 18SX30G FOC3S
3IN1	NESCAFE 3IN1 ORI 5X18G
3IN1	NESCAFE 3IN1 ORI 25X18G
3IN1	NESCAFE 3IN1 RICH 25X18G
3IN1	NESCAFE 3IN1 MILD 25X18G
3IN1	NESCAFE 3IN1 WHITE 15X32G
3IN1	NESCAFE 3in1Orgl 24(30x18g)PR5StpN1MY
3IN1	NESCAFE 3in1Rich 24(30x18g)PR5StpN1MY
3IN1	NESCAFE 3in1Mild 24(30x18g)PR5StpN1MY
LATTE	NESCAFE Latte Caramel 36(5x25g)MY
LATTE	NESCAFE Latte Caramel Stp 24(20x25g) MY
LATTE	NESCAFE Latte Mocha Stp 24(15x31g) MY
LATTE	NESCAFE Latte Hazelnut Stp 24(20x24g) MY
LATTE	NESCAFE Latte Milk Tea 24(15x25g) MY - Discont Mar'24
LATTE	NESC Latte2in1 SaltedCaramel24(15x11g)
LATTE	NESC Latte2in1 ChocoHazelnut24(15x11g)
LCO	NESCAFE KOPI O 24(15x16g)
LCO	NESCAFE Tarik 24(15x31g)
LCO	NESCAFE WhiteCoffee Orgl 24(15X33g)
NG MIXES	NESCAFE GOLD Creamy Latte 24(12x31g) MY
NG MIXES	NESCAFE GOLD Dark Latte 24(12x31g) MY
NG MIXES	NESCAFE GOLD Flat White 24(15x20g)N1 MY - Disont Jan 2024
NG MIXES	NESCAFE GOLD Americano 24(15x12g) MY
PSC	NESCAFE CLASSIC RP 24x50g MY
PSC	NESCAFE CLASSIC RP 24x100g N3 MY
PSC	NESCAFE CLASSIC RP 24x200g N3 MY
PSC	NESCAFE CLASSIC RP 24x300g N3 MY
PSC	NESCAFE CLASSIC Jar 24x50g N2 MY
PSC	NESCAFE CLASSIC Jar 24x100g N2 MY
PSC	NESCAFE CLASSIC Jar 12x200g N2 MY
PSC	NESCAFE DECAF Jar 24x100g N1 MY
PSC	NESCAFE CLASSIC Dark Roast RP 24x200g MY
PSC	NESCAFE CLASSIC RP BPck 24x330gPR30gN1MY
PSC	NESCAFE CLASSIC RP BPck 24x220gPR20gN1MY
PSC	NESCAFE CLASSIC 300g FOC Coffemate 200g
NG PSC	NESCAFE GOLD Jar 12x50g XX
NG PSC	NESCAFE GOLD Jar 12x100g N1 XX

NG PSC	NESCAFE GOLD Jar 6x200g XX
NG PSC	NESCAFE GOLD Refill Pack 15x170g MY
NG PSC	NESCAFE GOLDORGN AltaRicaFlcSgnt6x100gXB
NG PSC	NESCAFE GOLD ORGN CpClmbJarSgnt6x100g GB
NG PSC	NESCAFE GOLD Decaffein Jar 12x100g N1 MY
NG PSC	NESCAFE GOLD Stickbox 24(20x2g)
NG PSC	NESCGOLD Jar+StkBox 6(200g+40g)PR40gMY
NG PSC	NESCAFE GOLD 2x200g FOC Alta Rica
NG PSC	NESCGOLD Jar 6(200g+40g)PR DragonMug - 2024
COFFEEMATE	COFFEE-MATE NDC Doy 48X200gMY
COFFEEMATE	NESTLE COFFEEMATE NDC MP 20(50x5g) MY
COFFEEMATE	COFFEE-MATE Pouch 24x450g N1 XI
COFFEEMATE	COFFEE-MATE CoffCrmrBPck24x500gPR50gFrMY
NDG	NESC DLC GST CafeAuLait 16Cap3x160gN1 XX
NDG	NESC DLC GST Chocno 16Cap 3x256g N1 XX
NDG	NESC DLC GST GrndInso 16Cap 3x144g XX
NDG	NESCAFE DLC GST LtMac 16Cap 3x183.2g XX
NDG	NES DLCAmericanoRichArmGps 16Cap3x128gXX
NDG	NESC DLCGST FlatWhite 16Cap3x187.2gN1 XX
NDG	NES DLC Espresso IntensoGps 16Cap3x96gXX
NDG	NESC DLC GST Capp 16Cap 3x186.4g N2 XX

4. The Organiser will NOT send any response or acknowledgement for any Entry received.
5. Multiple Entries submitted by the same participant with different Proof of Purchase during the Promotion Period is allowed with new submission entry form in accordance with this terms and conditions.
6. Each Entry with a Proof of Purchase with minimum value of Ringgit Malaysia Eighteen (RM18.00) ("**Minimum Value**") shall constitute as (1) one qualified Entry and (1) one serial number will be allocated automatically for each qualified Entry received.
7. Qualified Entries where the purchases exceed the Minimum Value in a single Proof of Purchase will be automatically allocated additional running serial numbers based on every subsequent Minimum Value fulfilled (maximum 10 entries per receipt).
Example
 - a) For Proof of Purchase of RM36.00, a total of two (2) serial numbers will be allocated.
 - b) For Proof of Purchase of RM72.00 four (4) serial numbers will be given.
 - c) For Proof of Purchase of RM300.00, a total of ten (10) serial numbers will be given.

	<p>8. The Organiser does not accept any alteration of Proof of Purchase in any form. Handwritten receipt, purchase order and/or delivery note will not be accepted as Proof of Purchase.</p> <p>9. Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners, as the case may be, the Organiser shall reserve the right to request for further evidence in the processing of the Entry including the original Proof of Purchase (hardcopy) and the identification documents for verification prior to the delivery of the prizes. Failure to produce any of the foregoing documents within the stipulated time frame will result in disqualification and forfeiture of the prizes.</p>
<p>Entry Deadline</p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 25th February 2024. Any Entry received outside the Promotion Period shall be automatically disqualified.</p> <p>For the weekly submission, the Organiser shall receive the submission of Entries on or before 23:59:59 of the last date of each “Weekly Promotion Period” as tabulated below:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Week 1: 1 January 2024 – 7 January 2024 <input type="checkbox"/> Week 2: 8 January 2024 – 14 January 2024 <input type="checkbox"/> Week 3: 15 January 2024 – 21 January 2024 <input type="checkbox"/> Week 4: 22 January 2024 – 28 January 2024 <input type="checkbox"/> Week 5: 29 January 2024 – 4 February 2024 <input type="checkbox"/> Week 6: 5 February 2024 – 11 February 2024 <input type="checkbox"/> Week 7: 12 February 2024 – 18 February 2024 <input type="checkbox"/> Week 8: 19 February 2024 - 25 February 2024
<p>Judging details</p>	<p><u>Entries will be verified based on the following:</u></p> <ol style="list-style-type: none"> 1. All required personal details have been provided for the Promotion (<u>Full Name, MyKad Number & contact number</u>); 2. A clear picture of the Proof of Purchase indicating the Participating Product(s), receipt number, date of purchase within the Promotion Period, purchase value and outlet name has been provided for; 3. No alteration or duplication in any form made to the Proof of Purchase; 4. E-commerce receipt from official Lotus’s Online platform, a screenshot Invoice/Order details with <i>delivered</i> status will be accepted. 5. Handwritten receipt, purchase orders and delivery notes will not be accepted as Proof of Purchase. <p>WINNER SELECTION AND SHORTLISTING METHOD:</p> <p>A. Weekly Grand Prize: 5 x Cash worth RM1,888/each</p> <p>There is five [5] x Cash worth RM1,888 to be won throughout the Weekly Promotion Period.</p> <p>As part of the Weekly Grand Prize shortlisting winners’ selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Weekly Promotion Period [each a “Qualified</p>

Entry” and collectively the “Qualified Entries”). A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.

The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming the Total Qualified Entries received throughout the Weekly Promotion period is 1550, the Organiser will compute and select the shortlisted winner based on the following example:

$$1550 \div 5 = 310$$

The Weekly Grand Prize shortlisted winning entry in this scenario is the 310* serial number entry and subsequent serial number with the multiplication of 310. Example of winning serial numbers 310,620,930,1240 and will be selected as the shortlisted Weekly Grand Prize winners.

A total of **5 winners** will be selected throughout the Weekly Promotion Period.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

B. Weekly Consolation Prize: 35 x Cash worth RM100.00/each

There are thirty-five [35] x **Cash worth RM100.00/each** to be won throughout the **Weekly Promotion Period**.

As part of the Weekly Consolation Prize shortlisting winners’ selection process, the Organiser will allocate serial numbers for each Entry received during Weekly Promotion Period and approved by the Organiser [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”.

The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Example, Total Qualified Entries received throughout the Weekly Promotion Period – Weekly Grand Prize winners’ entries, assuming Weekly Grand Prize winners’ winning entries is 9, the Organiser will compute and select the shortlisted winners based on the following example:

$$(1550 - 9) \div 35 = 44.02 = 44$$

The Weekly Consolation Prize shortlisted winning entry in this scenario is the 44th * serial number entry and subsequent serial number with the multiplication of 44. Example of winning serial numbers 44, 88, 132, 176, 220 and so forth (up to 35 serial number) will be selected as the shortlisted Weekly Consolation Prize winners.

A total of **35 winners** will be selected throughout the Weekly Promotion Period.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

	<p>The list of winners will also be announced on the Organiser’s website; dearnestle.com.my/nestle-soaring-with-prosperous-dragon-contest</p> <p>Each participant is eligible to win two (2) prizes throughout the Contest Period. 1 x Weekly Grand Prize & 1 x Weekly Consolation Prize</p> <p><u>Shortlisted Entries</u> Once an Entry is verified, shortlisted entries selected based on the serial number selection method will be informed or contacted via WhatsApp from the contest number 018-2200679 to answer a simple Promotion Question.</p> <p>Shortlisted winners must reply and provide the correct answer via WhatsApp to the promotion number 018-2200679 within the stipulated time frame to be eligible to win the prize. Failing which will result in forfeiture of the prize and the next shortlisted winner shall be selected as replacement. The Organiser will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons.</p> <p>Upon receipt of the correct answer from the shortlisted winners (“Qualified Winners”), the Qualified Winners will be contacted via WhatsApp from number 018-2200679 to notify them of their correct answer and to check for winner’s announcement at Dear Nestle Website. The Organiser will not be held liable in the event the Qualified Winners cannot be contacted for whatever reasons.</p>
<p>Prizes</p>	<p><u>Prizes</u> A total of 320 winning entries will be selected throughout the Promotion Period.</p> <p>Weekly Grand Prize 5 x Cash worth RM1,888/each weekly (Total 40 winners throughout Promotion Period)</p> <p>Weekly Consolation Prize 35 x Cash worth RM100.00/each weekly (Total 280 winners throughout Promotion Period)</p> <p>The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes due to any other unforeseen circumstances beyond the Organiser’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> <p>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 cost.</p>

	<p>The Organiser reserves its right at its absolute discretion to substitute any of the prize won with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.</p> <p>All winners must, upon request by the Organiser, provide such requested identification documents as well as the original Proof of Purchase (in hardcopy) for verification prior to the delivery of the prizes. Failure to produce any of the foregoing documents within the stipulated time frame will result in disqualification of the winner and forfeiture of the prizes.</p>
<p>Prize Claim/Delivery Date</p>	<ol style="list-style-type: none"> 1. All Prizes will be processed for delivery to the winners within six (6) to eight (8) weeks from the Promotion Period end date: 25th February 2024. The Organiser reserves the right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. 2. The recipients of the awards hereby undertake the obligation to deposit the prize cheque within a period of six (6) months from the date of issuance, assuming full responsibility for this transaction. Failure to comply with this stipulation grants the organizer the prerogative to refrain from reissuing any replacement, lost, or damaged cheque. 3. The Prizes must be claimed within three (3) months from the date of the announcement or notice of the claim of the Prize whichever is earlier, failing which will result in disqualification and forfeiture of the Prizes. The Organiser reserves the right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, collectively “Terms and Conditions”, and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this 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.
- 2.4 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 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 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 **Peraduan Nestlé Soaring with Prosperous Dragon” di Lotus’s** the Participant agrees to the processing of the Participant’s Personal Data by the Organizer in accordance with the Privacy Notice in www.nestle.com.my/info/privacy_notice.
- 12.2 Dengan menyertai **Peraduan Nestlé Soaring with Prosperous Dragon” di Lotus’s** Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di www.nestle.com.my/info/privacy_notice.

