



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966) (“the Organiser”).
2. <u>Promotion:</u>	NESTLÉ LACTOGROW PERADUAN IMPIAN SI MANJA (“Promotion”).
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 01/09/2024 and closes at 23:59:59 on 31/10/2024.
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, with a valid identification document and residential address in Malaysia (“Participant”). The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Participating Products:</u>	<p>The participating products are as per listed below (“Products”):</p> <ol style="list-style-type: none">LACTOGROW® Aktif 1-3 Tahun 850gLACTOGROW® Aktif 4-6 Tahun 850gLACTOGROW® PROBIO 3 (all pack sizes)LACTOGROW® PROBIO 4 (all pack sizes)CERELAC (all variants) <p>IMPORTANT NOTICE: We believe that breastfeeding is the best nutritional start for babies and we fully support World Health Organizations recommendation of exclusive breastfeeding for the first six months of life followed by the introduction of adequate nutritious complementary foods, along with continued breastfeeding up to two years of age. LACTOGROW® Aktif 1-3 years, LACTOGROW® Aktif 4-6 years, LACTOGROW® PROBIO 3, LACTOGROW® PROBIO 4 Milk Powder for Children aged 1 year and above, are not breastmilk substitute. We recommend that you speak to your healthcare professional about how to feed your child and seek advice on when to introduce this product.</p>
6. <u>Participation Method:</u>	<ol style="list-style-type: none">To participate in the Promotion, purchase a minimum of Ringgit Malaysia Twenty (RM20) (“Minimum Purchase”) of any Products in a single original receipt from any instore outlets (“Receipt”) and/or invoice screenshot from any online merchants during the Promotion Period.<u>Instore Outlets Receipt:</u><ol style="list-style-type: none">The Receipt can come in the form of printed receipts from point-of-sale systems and/or hand-written receipts for instore outlet purchases. The Receipt must bear the name and/or logo of the outlet at which the purchase

was made. If this is absent, the Receipt needs to be stamped with the official company stamp of the outlet at which the purchase is made.

ii. The Receipt must also bear the date of purchase, Products purchased, purchase amount, Receipt number and name and/or logo of the outlet (“Receipt Details”).

c. Online Merchants Invoice:

i. The Invoice can come in the form of a screenshot of invoice for online purchases from any online merchants. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made. For online purchases with promotion codes and/or discount vouchers, the final paid amount must be the Minimum Purchase amount and above to qualify.

ii. The Invoice must also bear the date of purchase, Products purchased, purchase amount, order and/or invoice number and name and/or logo of the online merchant (“Invoice Details”).

d. For Participants with purchases from any exclusive outlets instore listed below (“Exclusive Outlets”), during the Promotion Period will also stand a chance to win additional prizes. Please refer to clauses 10 to 12.

NO	EXCLUSIVE OUTLETS
1	AEON BIG
2	LOTUS'S
3	GIANT
4	BILLION
5	AEON
6	ECONSAVE
7	MANJAKU

e. During the Finalists selection process, the Organiser will allocate serial numbers according to the purchase amount as stated in the Receipts and/or Invoices (“Proof of Purchase”) submitted up to a maximum of ten (10) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Proof of Purchase has been allocated. For every Ringgit Malaysia Twenty (RM20) of Products, the Organiser will allocate one (1) serial number.

For example:

If you purchase in a single Proof of Purchase during the Promotion Period:

- RM26.50 of Products, the Organiser will allocate 1 serial number.
- RM85.00 of Products, the Organiser will allocate 4 serial numbers.
- RM280.00 of Products, the Organiser will allocate 10 serial numbers only.

f. The participation method is **via Website only**. All other methods of submission will be disqualified. Participants may submit as many Proofs of Purchase as they wish

	<p>but each unique Proof of Purchase is ONLY eligible to one (1) Website entry submission.</p> <p>g. The Organiser shall reserve the right to disqualify any Proof of Purchase which is illegible, with incomplete details, is 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.</p> <p>h. <u>Entries submission via Website:</u></p> <ul style="list-style-type: none"> i. Visit the Promotion Website at: https://nes.tl/beli-dan-menang-24 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. You will receive an acknowledgment message for each Entry submitted successfully. <p>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 or mismatched 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.</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. <u>Entry Deadline:</u></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 31/10/2024. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>8. <u>Main Prizes:</u></p>	<p>a. The Main Prizes to be won at the end of the Promotion Period are as per below:</p> <ul style="list-style-type: none"> i. One [1] Grand Prize consisting of a cash amount of RM20,000 to be credited into the Winner’s selected Maybank / Maybank Islamic Deposit / Investment Accounts.

	<ul style="list-style-type: none"> ii. One [1] 2nd Prize consisting of a cash amount of RM10,000 to be credited into the Winner's selected Maybank / Maybank Islamic Deposit / Investment Accounts. iii. One [1] 3rd Prize consisting of a cash amount of RM5,000 to be credited into the Winner's selected Maybank / Maybank Islamic Deposit / Investment Accounts. iv. Ten [10] Consolation Prizes consisting of a cash amount of RM1,000 to be credited into the Winners' selected Maybank / Maybank Islamic Deposit / Investment Accounts. <p>b. All cash prizes will be credited into any of the following Maybank / Maybank Islamic Deposit / Investment Accounts opened or to be opened by Winner and subject to the terms and conditions governing the said account. Any additional charges, costs and/or fees imposed by Maybank to open the said account shall be borne by the Winners.</p> <p><i>* Maybank2u.Premier Account and Maybank2u Savers can be opened online easily via www.maybank2u.com.my.</i></p> <p><i>** Mudarabah Zest-i Investment Account is a Shariah-compliant account.</i></p> <p>c. Maybank/Maybank Islamic is a member of PIDM. Protection by PIDM is subject to insurability criteria. Visit www.maybank2u.com.my for the list of insured deposits.</p>
<p>9. <u>Judging</u> <u>Details –</u> <u>Main Prizes:</u></p>	<p>a. As part of the Main 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 successful throughout the Promotion Period, according to the Products purchased as stated in the Proof of Purchase submitted up to a maximum of ten (10) serial numbers (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. 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 that the Total Qualified Entries is 30001, the Organiser will compute and select based on the following:</p> <ul style="list-style-type: none"> i. Selection of one (1) Grand Prize, one (1) 2nd Prize and one (1) 3rd Prize Finalists: $30001 \div 3 = 10000.33$. Since dividing 30001 with 3 will result in a number with decimal value, the number 10000.33 will be rounded down to 10000. The following 3 Participants with Qualified Entries bearing the serial number: 10000* will be selected as the Grand Prize Finalist, 20000* will be selected as the 2nd Prize Finalist, and 30000* will be selected as the 3rd Prize Finalist (*computation examples: <u>10000</u>, $10000+10000=20000$, $20000+10000=30000$). ii. Selection of ten (10) Consolation Prize Finalists: $30001 \div 10 = 3000.10$. Since dividing 30001 with 10 will result in a number with decimal value, the number 3000.10 will be rounded down to 3000. The following 10 Participants with Qualified Entries bearing the following serial numbers will be selected: 3000*,

6000*, 9000*, 12000, 15000 and so forth (*computation examples: 3000, $3000+3000=6000$, $6000+3000=9000$).

10. Exclusive Outlets Contests:

a. For Participants with purchases from any of the Exclusive Outlets, during the Promotion Period will be eligible to potentially win additional Prizes as per listed below:

NO	EXCLUSIVE OUTLETS	WEEKLY OR MAIN PRIZES	ADDITIONAL PRIZES TO BE WON
1	AEON BIG	WEEKLY	Forty (40) Weekly Prizes in the form of a RM20 AEON BIG Voucher each per week for nine (9) consecutive weeks. There is a total of three hundred and sixty (360) Weekly Prizes to be won at the end of the Promotion Period.
2	LOTUS'S	WEEKLY	One (1) Weekly Prize in the form of a RM500 LOTUS'S Voucher per week for nine (9) consecutive weeks. There is a total of nine (9) Weekly Prizes to be won at the end of the Promotion Period.
		MAIN	One (1) Grand Prize in the form of a OSIM uDeluxe Max Massage Chair worth RM8,000. Four (4) Consolation Prizes in the form of a Sunway Lost World of Tambun 2D1N Family Theme Park Staycation for 4 pax worth RM2,000 each.
3	GIANT	WEEKLY	Fifteen (15) Weekly Prizes in the form of RM50 Touch 'n Go eWallet Reload PIN each per week for nine (9) consecutive weeks. There is a total of one hundred and thirty-five (135) Weekly Prizes to be won at the end of the Promotion Period.
4	BILLION	WEEKLY	Ten (10) Weekly Prizes in the form of RM100 BILLION Voucher each per week for nine (9) consecutive weeks. There is a total of ninety (90) Weekly Prizes to be won at the end of the Promotion Period.
5	AEON	EXCLUSIVE	Fifty (50) Exclusive Prizes in the form of a Samsonite Sammies Dream worth RM569 each.
6	ECONSAVE	MAIN	Ten (10) Grand Prizes in the form of a XIAOMI BHR6365EN Robot Vacuum X10+ worth RM2,399 each.

			Five (5) 2 nd Prizes in the form of a PHILIPS AMF765/30 2-In-1 Air Purifier and Fan 7000 Series worth RM1,699 each.
			Three (3) 3 rd Prizes in the form of a PHILIPS HD9280/91 Daily Collection Digital Airfryer 1.2kg worth RM549 each.
7	MANJAKU	WEEKLY	Ten (10) Weekly Prizes of RM100 MANJAKU Voucher each per week for nine (9) consecutive weeks. There is a total of ninety (90) Weekly Prizes to be won at the end of the Promotion Period.
		MAIN	Ten (10) Grand Prizes in the form of a SUNWAY LAGOON Annual Passport for 3 pax worth RM1,500 each.

- b. The pool of Entries is based on received date and the nine (9) weekly periods are as per below:
- | | |
|---------------------------------|---------------------------------|
| Week 1: 01/09/2024 – 07/09/2024 | Week 2: 08/09/2024 – 14/09/2024 |
| Week 3: 15/09/2024 – 21/09/2024 | Week 4: 22/09/2024 – 28/09/2024 |
| Week 5: 29/09/2024 – 05/10/2024 | Week 6: 06/10/2024 – 12/10/2024 |
| Week 7: 13/10/2024 – 19/10/2024 | Week 8: 20/10/2024 – 26/10/2024 |
| Week 9: 27/10/2024 – 31/10/2024 | |

11. Judging Details for Exclusive Outlets – Weekly Prizes:

- a. As part of Exclusive Outlets – Weekly Prize Finalists’ 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 Exclusive Outlets (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” for each Exclusive Outlets.

- b. The total serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries for the week (“Total Weekly Qualified Entries”).

EXAMPLE 1 – AEON BIG: Assuming AEON BIG Total Weekly Qualified Entries received for the week is 803 the Organiser will compute and select the finalists based on the following:

- i. **Weekly selection of forty (40) AEON BIG Weekly Prize Finalists: $803 \div 40 = 20.08$.** Since dividing 803 with 40 will result in a number with decimal value, the number 20.08 will be rounded down to 20. The following 40 Participants with AEON BIG Qualified Entries of the week bearing the following serial numbers will be selected: 20*, 40*, 60*, 80, 100, 120 and so forth (*computation example: 20, $20+20=40$, $40+20=60$).

EXAMPLE 2 – LOTUS’S: Assuming LOTUS’S Total Weekly Qualified Entries received for the week is 1129 the Organiser will compute and select the finalists based on the following:

	<p>i. Weekly selection of one (1) LOTUS’S Weekly Prize Finalist: $1129 \div 2 = 564.5$. Since dividing 1129 with 2 will result in a number with decimal value, the number 564.5 will be rounded down to 564. The Participant with LOTUS’S Qualified Entry of the week bearing the serial number 564 will be selected.</p>
<p>12. <u>Judging Details for Exclusive Outlets – Main Prizes:</u></p>	<p>a. As part of the Exclusive Outlets – Main Prize Finalists’ selection process, all Qualified Entries collected and processed by the Organiser during the weekly Finalists’ selection process and throughout the weekly periods according to the Exclusive Outlets will separately be allocated a set of serial numbers starting from serial number “1” for each Exclusive Outlets.</p> <p>b. The total serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”).</p> <p><u>EXAMPLE 1 – LOTUS’S:</u> Assuming <u>LOTUS’S</u> Total Qualified Entries received is <u>11119</u> the Organiser will compute and select based on the following:</p> <p>i. Selection of one (1) LOTUS’S Grand Prize Finalist: $11119 \div 2 = 5559.5$. Since dividing 11119 with 2 will result in a number with decimal value, the number 5559.5 will be rounded down to 5559. The Participant with LOTUS’S Qualified Entry bearing the serial number 5559 will be selected.</p> <p>ii. Selection of four (4) LOTUS’S Consolation Prize Finalist: $11119 \div 4 = 2779.75$. Since dividing 11119 with 4 will result in a number with decimal value, the number 2779.75 will be rounded down to 2779. The following 4 Participants with LOTUS’S Qualified Entries bearing the following serial numbers will be selected: 2779*, 5558*, 8337* and 11116 (*computation example: <u>2779</u>, $2779+2779=5558$, $5558+2779=8337$).</p> <p><u>EXAMPLE 2 – ECONSAVE:</u> Assuming <u>ECONSAVE</u> Total Qualified Entries received is <u>23945</u>, the Organiser will compute and select based on the following:</p> <p>i. Selection of ten (10) ECONSAVE Grand Prize Finalists: $23945 \div 10 = 2394.50$. Since dividing 23945 with 10 will result in a number with decimal value, the number 2394.50 will be rounded down to 2394. The following 10 Participants with ECONSAVE Qualified Entries bearing the following serial numbers will be selected: 2394*, 4788*, 7182*, 9576, 11970 and so forth (*computation example: <u>2394</u>, $2394+2394=4788$, $4788+2394=7182$).</p> <p>ii. Selection of five (5) ECONSAVE 2nd Prize Finalists: $23945 \div 5 = 4789.01$. Since dividing 23945 with 5 will result in a number with decimal value, the number 4789.01 will be rounded down to 4789. The following 5 Participants with ECONSAVE Qualified Entries bearing the following serial numbers will be selected: 4789*, 9583*, 14372*, 19161 and 23950 (*computation example: <u>4789</u>, $4789+4789=9583$, $9583+4789=14372$).</p> <p>iii. Selection of three (3) ECONSAVE 3rd Prize Finalists: $23945 \div 3 = 7981.67$. Since dividing 23945 with 3 will result in a number with decimal value, the number 7891.67 will be rounded down to 7981. The following 3 Participants with ECONSAVE Qualified Entries bearing the following serial numbers will be</p>

	<p>selected: 7981*, 15962* and 23943* (*computation example: <u>7981</u>, $7981+7981=\underline{15962}$, $15962+7981=\underline{23943}$).</p>
<p>13. <u>Additional Terms:</u></p>	<p>a. The Organiser will contact all selected Finalists via WhatsApp from 6018 322 2155 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 Finalist 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 Finalist cannot be contacted for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win only:</p> <ul style="list-style-type: none"> i. one (1) Main Prize of the highest value, ii. one (1) Exclusive Outlet AEON BIG Weekly Prize, iii. one (1) Exclusive Outlet LOTUS’S Weekly Prize, iv. one (1) Exclusive Outlet LOTUS’S Main Prize of the highest value, v. one (1) Exclusive Outlet GIANT Weekly Prize, vi. one (1) Exclusive Outlet BILLION Weekly Prize, vii. one (1) Exclusive Outlet AEON Exclusive Prize, viii. one (1) Exclusive Outlet ECONSAVE Main Prize of the highest value, ix. one (1) Exclusive Outlet MANJAKU Weekly Prize, and x. one (1) Exclusive Outlet MANJAKU Main Prize. <p>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. 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.</p> <p>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.</p> <p>e. All Exclusive Outlet Prizes will be delivered to the address from which the Organiser received in the Entry within six (6) to eight (8) weeks from the closing date of the Promotion.</p> <p>f. The Organiser’s service provider will send the codes to the Exclusive Outlets Touch ‘n Go eWallet Reload PIN Winners via WhatsApp from 6018 322 2155 to the mobile number from which the Organiser received in the Qualified Entries, within 6 to 8 weeks from the closing date of the Promotion. All Winners must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet</p>

	<p>Reload Pin Prizes. The following are the terms and conditions of the Contest Prize vendors:</p> <ul style="list-style-type: none"> i. Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; https://www.touchngo.com.my/assets/pdf/user-tnc.pdf. g. The Organiser will not be held liable and responsible if any of Touch 'n Go eWallet Reload PIN codes cannot be delivered or deployed to the Winners due to any change or difference in the mobile contact number submitted by the Winners to the Organizer during Entry submission. h. All unclaimed Prizes after the deadline set by the Organizer in the winners' notification for prize collection will be forfeited. The Organizer reserves the right to substitute any prize for an alternative of equal or greater value. i. 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. All taxes imposed on the Prize(s) shall be borne by the Winners. The Organizer retains the right to substitute the Prizes 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.
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*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <https://nes.tl/beri-dan-menang-24>, 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 Contest 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.