

**TERMS AND CONDITIONS**

**Schedule to Conditions of Entry**

<b>1. <u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966]
<b>2. <u>Promotion:</u></b>	Nescafé Aeon Yum Cha Fair Contest
<b>3. <u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 18/09/2024 and ends at 23:59:59 on 18/10/2024.
<b>4. <u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period (“Participant”). The Organiser shall reserve the right to request for evidence of identification documents.
<b>5. <u>Participating Product:</u></b>	<p>To participate in the Promotion, purchase any Nescafé products as below except Nescafé Dolce Gusto machine and Nespresso machine.</p> <ul style="list-style-type: none"> <li>• NESCAFÉ CLASSIC (JAR) 100G</li> <li>• NESCAFÉ CLASSIC (JAR) 50GM</li> <li>• NESCAFÉ CLASSIC REFILL 50G</li> <li>• NESCAFÉ CLASSIC REFILL 300GM</li> <li>• NESCAFÉ GOLD BLEND 100G</li> <li>• NESCAFÉ GOLD BLEND 200G</li> <li>• NESCAFÉ GOLD DECAF 100G</li> <li>• NESCAFÉ DECAF JAR 100G</li> <li>• NESCAFÉ CLASSIC JAR 200G</li> <li>• NESCAFÉ CLASSIC SOFT PACK 200GM</li> <li>• NESCAFÉ CLASSIC REFILL 100G</li> <li>• NESCAFÉ GOLD REFILL PACK 170G</li> <li>• NESCAFÉ DOLCE GUSTO LATTE 16S</li> <li>• NESCAFÉ DOLCE GUSTO CAPPUCINO 16S</li> <li>• NESCAFÉ DOLCE GUSTO GRANDE INTENSO 132.8G</li> <li>• NESCAFÉ DOLCE GUSTO CHOCOCINO 16S</li> <li>• NESCAFÉ DOLCE GUSTO CAFE AU LAIT 16S</li> <li>• NESCAFÉ DOLCE GUSTO ESPRESSO INTENSO 16`S</li> <li>• NESCAFÉ LATTE CARAMEL 20X25G</li> <li>• NESCAFÉ GOLD DARK LATTE 12X34G</li> <li>• NESCAFÉ GOLD CREAMY LATTE 12X33G</li> <li>• NESCAFÉ LATTE HAZELNUT 20X24G</li> <li>• NESCAFÉ DARK ROAST REFILL PACK 50G</li> <li>• NESCAFÉ DOLCE GUSTO FLAT WHITE 187.2G</li> <li>• NESCAFÉ GOLD STICKBOX 20X2G</li> <li>• NESCAFÉ DARK ROAST 200G</li> </ul>

	<ul style="list-style-type: none"> <li>• NESCAFÉ LATTE MILK TEA 15X25G</li> <li>• NESCAFÉ UK GOLD ORIGINS CAP COLUMBIA JAR 100G</li> <li>• NESCAFÉ GOLD ORIGINS ALTA RICA 100G</li> <li>• NESCAFÉ KOPI KEDAH TIN 170G</li> <li>• NESCAFÉ TARIK MIXES 15` SX31G</li> <li>• NESCAFÉ 3IN1 ORIGINAL 25` SX18G</li> <li>• NESCAFÉ 3IN1 RICH 25` SX18G</li> <li>• NESCAFÉ 3IN1 MILD 25` SX18G</li> <li>• NESCAFÉ 3IN1 ORIGINAL 5'SX18G</li> <li>• NESCAFÉ WHITE COFFEE ORIGINAL 15'SX33G</li> <li>• NESCAFÉ WHITE COFFEE HAZELNUT 15` SX33G</li> <li>• NESCAFÉ KOPI O 15'SX16G</li> <li>• NESCAFÉ 3IN1 WHITE 15X32G</li> <li>• NESCAFÉ 3IN1 ORIGINAL FOC 3` S 28X18G</li> <li>• NESCAFÉ 3IN1 RICH FOC 3` S 28X18G</li> <li>• NESCAFÉ 3IN1 MILD FOC 3` S 28X18G</li> <li>• NESCAFÉ 3IN1 WHITE FOC 5` S 20X32G</li> <li>• NESCAFÉ GOLD AMERICANO 12X11G</li> <li>• NESCAFÉ LATTE 2IN1 SALTED CARAMEL 15X11G</li> <li>• NESCAFÉ LATTE 2IN1 CHOCO HAZELNUT 15X11G</li> <li>• NESCAFÉ GOLD JAR 2X200G FOC ALTRA RICA 100G</li> <li>• NESCAFÉ GOLD JAR 2X200G FOC TUMBLER</li> <li>• NESCAFÉ GOLD 200G FOC MUG</li> <li>• NESCAFÉ GOLD CAFE WHITE 12'SX16G</li> <li>• NESCAFÉ LATTE CEREAL MILK 15X25G</li> <li>• NESCAFÉ ORIGINAL CAN 240ML</li> <li>• NESCAFÉ ORIGINAL 6X240ML</li> <li>• NESCAFÉ CAFE LATTE 240ML</li> <li>• NESCAFÉ ICE CAN 240ML</li> <li>• NESCAFÉ MOCHA 240ML</li> <li>• NESCAFÉ KOPI O 240ML</li> <li>• NESCAFÉ LATTE CAN 6X240ML</li> <li>• NESCAFÉ MOCHA CAN 6X240ML</li> <li>• NESCAFÉ TARIK CAN 240ML</li> <li>• NESCAFÉ ICED CAPPUCINO 500ML</li> <li>• NESCAFÉ DAIRY FREE LATTE OAT 225ML</li> <li>• NESCAFÉ DAIRY FREE LATTE ALMOND 225ML</li> <li>• NESCAFÉ KOPI-C RTD CAN 240ML</li> <li>• NESCAFÉ ICED CHOCOCINO 500ML</li> <li>• NESCAFÉ ICED CAFE LATTE 500ML</li> <li>• NESCAFÉ DAIRY FREE ALMOND UHT 1L</li> <li>• NESCAFÉ GOLD LATTE 240ML</li> <li>• NESCAFÉ GOLD BLACK 240ML</li> <li>• NESCAFÉ ICED CARAMEL 500ML</li> </ul>
<p><b>6. <u>Entry Method:</u></b></p>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Twenty-Eight [RM28] of any participating Nescafé products as shown on the Promotion leaflet in a single receipt [“Receipt”] from any Aeon and Aeon Maxvalu outlets in Peninsular Malaysia during the Promotion Period.</p>

- b. Participant shall write down the full name as per the NRIC along with the NRIC on the Receipt.
- c. Participant is required to scan QR code or enter [https://nestlmalaysianew5.qualifioapp.com/quiz/1478541\\_3108/aeon-yumcha-fair.html](https://nestlmalaysianew5.qualifioapp.com/quiz/1478541_3108/aeon-yumcha-fair.html) to participate in this Promotion.
- d. Complete all the required personal details (“Personal Details”) in the web form provided on the Promotion website.
- e. Attach clear images of payment Receipt (‘Proof of Purchase’) which stated the purchased of the Participating Products. The Receipt can come in the form of printed from point-of-sale systems or tax invoices for online purchases. For online purchases, only valid tax invoices for orders placed on the official Aeon website (<https://myaeon2go.com>) are eligible. For online purchases with promotion codes and/or discount vouchers, only the final paid amount shown on the tax invoice will be accepted.
- f. The Receipt must bear the receipt number, name and/or logo of the outlet at which the purchase was made, and the required Products clearly stated [“Receipt Details”]. If this is absent, the Receipt needs to be stamped with the official company stamp of the outlet at which the purchase is made.
- g. One (1) Image must contain a picture of one (1) Receipt and/or Invoice only and the Image file must be less than 5MB
- h. Entries are allocated by the Organiser based on the purchase amount stated in the Receipt submitted [“Entry”]. For every Ringgit Malaysia Twenty-Eight [RM28], the Organiser will generate one [1] base Entry up to a maximum of ten [10] base Entries for each Receipt. For example, a Receipt submitted with Ringgit Malaysia Fifty [RM80], will be divided by Ringgit Malaysia Twenty-Eight [RM28]. The qualifying Entry allocated will be Two [2], which is the round down to the nearest whole number of the result of the division.
- i. The Promotion participation method is via webform only. Each Receipt is ONLY eligible for one [1] submission via webform. The Organiser shall reserve the right to disqualify any submission with reprinted, illegible, duplicated Receipt and/or the submission contains more than one [1] Receipts.
- j. Shortlisted winner will be contacted via phone call (03-78905046) to answer a skill-based question to win the prize.
- k. The Organiser shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to

	<p>produce the original Receipt upon request will result in disqualification and prize forfeiture. 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>
<b>7. <u>Entry Deadline:</u></b>	<p>All Promotion submission(s) must be received by the Organiser on or before 23:59:59 on 18/10/2024. All Promotion submission(s) received outside the Promotion Period will automatically be disqualified.</p>
<b>8. <u>Prizes:</u></b>	<p>There is total Ten [10] winners will be selected.</p> <p><b>Grand Prize</b></p> <p>a. Ten [10] winners will be entitled to "3 mins shopping spree" worth up to a maximum of RM1,000 only (with condition that only applicable to Nestlé products)</p>
<b>9. <u>Judging Details – Grand Prizes:</u></b>	<p>a. The Organiser will allocate one [1] serial number for each of the Entries generated according to clause 6(h) and validated by the Organiser to be a successful Entry at the end of the promotion, throughout the Promotion Period according to the Receipt submitted [each a "Qualified Entry" and collectively the "Qualified Entries"].</p> <p>b. These Qualified Entries will be arranged by the serial number in chronological order.</p> <p>c. The total of Qualified Entries will be divided by Ten [10] to select winners. The Qualified Entry selected after division will be the closest lower whole number.</p> <p><u>Example:</u>  If there are a total of three thousand and Forty-Five [3045] Qualified Entries, the total Qualified Entries will be divided by Ten [10] and rounded to the closest lower whole number i.e., 304. The following 10 winners with Qualified Entries bearing the following serial numbers will be shortlisted to win the Grand Prizes: 304*, 608*, 912*, 1216*, 1520, 1824, 2128, 2432, 2736, 3040.  [*computation example: 304, 304+304=608, 608+304=912, 912+304=1216].</p> <p>d. In the event where the same winner is selected more than once, the first selection shall remain valid and the subsequent win will be nullified. Shortlisted winner will be chosen from the next subsequent qualified entry.</p> <p><u>Example:</u></p>

	<p>If the 304<sup>th</sup> and 608<sup>th</sup> Qualified Entry belong to the same Winner, the 608<sup>th</sup> Qualified Entry will be nullified and the 609<sup>th</sup> Qualified Entry will take its place as the Shortlisted Winner (as defined below).</p> <p><u>Shortlisted Winner</u></p> <p>e. The Organiser, by itself or through an appointed agency, will contact all Shortlisted Winners via phone call (from 03-78905046) at the mobile number from which the Organiser received in the Qualified Entries.</p> <p>f. Each Shortlisted winner will be given one [1] question to answer. The Shortlisted Winner must answer the question asked by the Organiser correctly to qualify for the next stage of the Promotion. Failure to answer correctly and/or failure to answer the question asked by the Organiser, or if the Organiser is unable to contact the winner, then he/she shall be disqualified by the Organiser. The Shortlisted Winners holding the Qualified Entry bearing the serial number subsequent to the disqualified winner shall be the next Shortlisted Winner to be contacted by the Organiser. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reason.</p> <p>g. Upon request, Shortlisted Winners who have successfully answered the questions posted by the Organiser [“Qualified Winners”] shall be allowed to progress to the next stage of the Promotion to participate in the 3 Minutes Shopping Spree [“Challenge”]. The Organiser will further notify the Qualified Winners of the venue, date and time of the Challenge. Participation by the Qualified Winners in the Challenge will further be subject to a set of terms and conditions [“Ground Rules”] that will be communicated and announced by the Organiser on the day of the Challenge to the Qualified Winners. Any additional costs or incidental expenses or charges imposed in respect of the Challenge are solely borne by the Winner at their own expense which may include transportation, accommodation, insurance etc.</p> <p>h. Qualified Participants or Winners, as the case may be, shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents [including death] resulting from their participation in the Sweep Challenge; and/or utilisation of the Prizes/groceries and agree to release and hold the Organiser free and harmless of any liability.</p>
<p><b>12. <u>Additional Terms:</u></b></p>	<p>a. Qualified Winners who failed and/or refused to take part in the 3 Minutes Shopping Spree for whatever reason shall automatically be disqualified by the Organiser and prizes that have been allocated for the relevant Qualified Winners shall be forfeited by the Organiser.</p> <p>b. In the event Qualified Winner is unable to participate in the 3 Minutes Shopping Spree, he or she is allowed to nominate One [1] representative to participate on behalf by showing a copy of the NRIC for validation.</p>

	<p>c. Any participation by the Qualified Winners in the 3 Minutes Shopping Spree is further subject to such on-grounds rules set by the Organiser.</p> <p>d. All Prizes successfully “swept” by the Qualified Winners during the 3 Minutes Shopping Spree must be claimed from the Organiser on the same day as the Challenge. All unclaimed Prizes will be forfeited by the Organiser.</p> <p>e. The Organiser 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 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>f. The Organiser 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>
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This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at <https://www.nestlehomeofgood.com.my/good-life/happenings/aeon-yumcha-fair>

“Terms and Conditions” and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

Consumer Services Contact No.: 1800 88 3433.

**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 these 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 capitalised 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, unauthorised 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:
  - a) 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 there from 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 Organiser in accordance with the Privacy Notice in [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).