



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 SUPERMARKET SWEEP BERSAMA NESTLÉ X LOTUS'S 2024
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 12/09/2024 and closes at 23:59:59 on 06/11/2024.
4. <u>Eligibility:</u>	<p>a. 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. ("Participant").</p> <p>b. The Organiser shall reserve the right to request for evidence of identification documents.</p>
5. <u>Participating Products:</u>	All Nestlé Malaysia products are eligible for the Promotion ("Products") except for the products listed in Clause 11 ("Non-participating brands and products").
6. <u>Participation Method:</u>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Fifteen (RM15) ("Minimum Purchase") of any mix of participating NESTLÉ Products in a single original printed receipt from any LOTUS'S instore outlets ("Receipt") and/or invoice from LOTUS'S online website ("Invoice") during the Promotion Period.</p> <p>b. <u>Instore LOTUS'S Outlets Receipt:</u></p> <p>i. The Receipt can come in the form of single original printed receipts from point-of-sale systems. The Receipt must bear the name and/or logo of the outlet at which the purchase was made. If this is not available, the Receipt needs to be stamped with the official company's stamp of the outlet at which the purchase is made.</p> <p>ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount, Receipt number and name and/or logo of the outlet ("Receipt Details").</p> <p>c. <u>LOTUS'S Online Invoice:</u></p> <p>i. The Invoice can be in the form of a screenshot of invoice for online purchases from LOTUS'S online website. The Invoice must bear the name and/or logo of the LOTUS'S online website at which the online purchase was made. For online purchases with promotion codes and/or rebates</p>

and/or discount vouchers and/or shipping vouchers and/or any other discounts, the final paid amount of the Products must be the Minimum Purchase amount and above to be qualified.

- 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 LOTUS'S online website ("Invoice Details").
- d. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt submitted. For every Ringgit Malaysia Fifteen (RM15), the Organiser will allocate one (1) serial number up to a maximum of five (5) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Receipt has been allocated. Please refer to the examples below.
- Example:
- If you purchase RM18.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate one (1) serial number.
 - If you purchase RM105.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate a maximum of five (5) serial numbers only.
- e. The method of participation in the Promotion is **via Website** only. 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** 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:
- i. Visit the Promotion Website: https://www.nestlehomeofgood.com.my/good-life/happenings/nestlelotuss_supermarketsweep or scan the QR code shown on the communication materials at participating Outlets.
 - ii. 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").
 - iii. 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").
 - iv. One (1) Image must contain a picture of one (1) Proof of Purchase only and the Image file must be less than 5MB.
 - v. Upload the Image on the web form and submit ("Entry").
 - vi. You will receive an acknowledgment message for each Entry submitted successfully.

	<p>h. 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.</p> <p>i. 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 06/11/2024. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>8. <u>NESTLÉ X LOTUS’S Supermarket Sweep Prizes:</u></p>	<p>a. There is a total of forty (40) NESTLÉ X LOTUS’S Supermarket Sweep Prizes to be won at the end of the Contest Period. The NESTLÉ X LOTUS’S Supermarket Sweep Prizes are as per below:</p> <ul style="list-style-type: none"> i. Five (5) Grand Prizes which consist of RM5000 LOTUS’S Vouchers each. ii. Fifteen (15) 2nd Prizes which consist of RM3000 LOTUS’S Vouchers each. iii. Twenty (20) 3rd Prizes which consist of RM1500 LOTUS’S Vouchers each. <p>b. A total of forty (40) Finalists will be selected and invited to participate in the NESTLÉ X LOTUS’S Supermarket Sweep Challenge (“Challenge”) to determine the value of Prizes won by each Finalist (“Challenge Finalists”).</p> <p>c. The Organiser will select a LOTUS’S outlet <u>within Klang Valley</u> for the Challenge to be held. The Organiser will notify all the selected Challenge Finalists of the Klang Valley venue, date and time of the Challenge.</p> <p>d. Participation by the Challenge Finalists in the Challenge will further be subjected to a set of terms and conditions (“Ground Rules”) that will be communicated and announced by the Organiser <u>on the day of the Challenge</u> to the Challenge Finalists. The Challenge is a shopping activity and will require the Challenge Finalists to be physically fit to participate. All Challenge Finalists must acknowledge that he or she is physically fit to participate prior to the Challenge event.</p> <p>e. Subject to the Challenge Finalists’ strict adherence to the Ground Rules set by the Organiser during the Challenge, each Challenge Finalists must participate in the Challenge set by the Organisers to determine the NESTLÉ X LOTUS’S Supermarket Sweep Prize Winners.</p> <p>f. Challenge Finalists who failed and/or refused to take part in the Challenge for whatever reason shall automatically be disqualified by the Organiser and Prizes</p>

	<p>that have been allocated for the relevant Challenge Finalists shall be forfeited by the Organiser. All costs and expenses incurred and/or arising from the participation in the Challenge and all other charges and out-of-pocket expenses as may be incurred by the Challenge Finalists during the Challenge shall be borne by the Challenge Finalists.</p> <p>g. The Challenge Finalist’s rights to participate in the Challenge is strictly non-transferable. Each Challenge Finalists may only win one (1) NESTLÉ X LOTUS’S Supermarket Sweep Prize throughout the Promotion Period.</p>
<p>9. <u>Judging Details – NESTLÉ X LOTUS’S Supermarket Sweep:</u></p>	<p>a. As part of the LOTUS’S Supermarket Sweep Challenge Finalists’ shortlisting 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 up to a maximum of five (5) 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 throughout the Promotion period is 18950, the Organiser will compute and select based on the following:</p> <p>i. Selection of forty (40) LOTUS’S Supermarket Sweep Challenge Finalists’: $18950 \div 40 = 473.75$. Since dividing 18950 with will result in a number with decimal value, the number 473.75 will be rounded down to 473. The 40 Participants with Qualified Entries throughout the Promotion period bearing the following serial numbers will be selected: 473*, 946*, 1419*, 1892 and so forth. (*computation example: $473, 473+473=946, 946+473=1419$).</p>
<p>10. <u>Additional Terms:</u></p>	<p>a. The Organiser’s service provider will contact all selected Challenge Finalists via WhatsApp from 6018 388 0802 to the mobile number from which the Organiser received in the Qualified Entries. Each Challenge Finalists will be given one (1) question to answer. The selected Challenge Finalists must answer the question posted by the Organiser correctly in order to participate in the Challenge. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated in the WhatsApp message will result in the selection being forfeited. The Organiser will not be held liable in the event the selected Challenge Finalists cannot be contacted via WhatsApp for whatever reasons.</p> <p>b. 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 Challenge Finalists confirmation. 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</p>

suspects that the alleged Winner submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.

- c. All Challenge Finalists must provide their required and personal details to the Organiser for verification. The Organiser reserves the rights to forfeit their selection if the Challenge Finalists fail to provide their full details upon request. The Organiser reserves the right to disqualify any Entry or Prize if a Participant or Challenge Finalists' personal details (including full name, identification number and mobile number) are found at any time to be inaccurate or wrong.
- d. All NESTLÉ X LOTUS'S Supermarket Sweep Challenge Prize Winners will receive their Prizes from the Organiser on the day of the Challenge event. The Organiser reserves the right to substitute any prize for an alternative of equal or greater value.
- e. 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.
- f. The announcement of the Winners will be periodically featured on the Organiser's website: https://www.nestlehomeofgood.com.my/good-life/happenings/nestlelotuss_supermarketsweep throughout the Promotion Period.

11. **Non-Participating Brands & Products:**

The following are NOT participating in the Promotion:
 PRE NAN, NAN, NAN H.A., STARBUCKS, NESPRESSO, NOVASOURCE® RENAL, NUTREN, OPTIFAST, ORAL IMPACT, PEPTAMEN, RESOURCE FRUIT, FELIX CAT, FANCY FEAST, FRISKIES, PURINA ONE, PRO PLAN, SUPERCOAT, OREO ICE CREAM, CADBURY ICE CREAM.

PRODUCT	PACK SIZE
<u>ALL NESTLÉ PROFESSIONAL BEVERAGE PRODUCTS</u>	
COFFEE-MATE NDC Stk MP	2(500x5g) N3 MY
COFFEE-MATE CoffCrmr	12x1000g N2 XO
MILO Activ-Go	3.2kg Softpack MY
MILO ACTIV-GO Softpack	6x3.2kgN1 MY
MILO ACTIVGO BPck	6x3.5kgPR300gFreeMY
MILO ACTIV-GO Softpack	6x3.5kgPR300gMY
MILO ACTIVGO	2(150x15g) MY
MILO ACTIV-GO 3in1 Orgl Stp	6(40x33g) MY
MILO Mixes 3in1 Orgl Stp	6(40x33g)N1 MY
MILO ACTIVGO	2(150x15g) N1 MY
MILO ACTIV-GO Hot Mix	10x960g MY
MILO Triple Conc BIB Region	2x5L MY
MILO Liquid Concentrate BIB	2x5L N1 MY
MILO Liquid Concentrate	12x1L MY
MILO Hot Mix ACTIV-GO	10x960g MY
NESCAFÉ CLASSIC Refill Pack	12x500g N1XO

NESCAFÉ CLASSIC RP BPck	12x550g PR50gN2MY
NESCAFÉ DECAF Sticks MP	(280x1.7g) AU
NESCAFÉ GOLD Stickpack	(300x2g) MY
NESCAFÉ CLASSIC Stp MP	2(480x2g) XO
NESCAFÉ CLASSIC Sachet	90x20g MY
NESCAFÉ Ice	10x750g N1 MY
NESCAFÉ White Coffee	16x1kg MY
NESCAFÉ High Roast	12x250g N1 MY
NESCAFÉ Tongkat Ali	16x1kg MY
NESCAFÉ ALEGRIA Delicate Pouch	12x250g XI
NESCAFÉ Excellente	12x0.5kg VN
NESCAFÉ Aromatico	12x0.5kg VN
NESCAFÉ WB Excellente	12x0.5kg N1 VN
NESCAFÉ WB Aromatico	12x0.5kg N1 VN
NESCAFÉ Tongkat Ali	16x1kg N1 MY
NESCAFÉ White Coffee	16x1kgN1MY
NESCAFÉ 2In1	16x900g N2 MY
NESCAFÉ Salted Caramel Latte	16x1kg MY
NESCAFÉ DELICATE Pouch	12x250g N1 XI
NESTEA Lemon Tea	16x560g MY
NESTEA Lemon Tea	16x560g N1 MY
NESTEA Peach Tea	16x680g N1 MY
NESTEANProHouseBlendExp	12x200gPH
NESTEA Black Tea	10x100g MY
NESTEA Teh Tarik	16x960g N1 MY
NESTLÉ Orange Drink	16x640gMY
NESTLÉ PinkLycheeLemonade Exp	12x200g PH
NESTLÉ NPro Lemonade Exp	12x200gPH
NESTLÉ Complete Mix Hot Choc	12x750g AU
NESTLÉ MILANO HfSkMPwdr 15.5%	10x500g XI
SJORA Lychee Berry	12x1L MY
SJORA Mango Peach Conc Rdc Sgr	12x1L MY
SJORA Mango Peach Conc Rdc Sgr	2x4L MY
SJORA MangoPeachConc Sgr Tax	2x4L N1XO
SJORA MangoPeachConc Sgr Tax	12x1L N1XO
ALL NESTLÉ PROFESSIONAL FOOD PRODUCTS	
BUITONI Coulis de Tomate	6x3kg XX
HARVEST GOURMET Nuggets	2x2kg XO
HARVESTGOURMET SntlStirFryMnc	6(2x500g)XO
HARVEST GOURMET VeganChrgPiece	2x2kgXO
HARVEST GOURMET Cutlet	2x2kg XO
HARVEST GOURMET Sntl Brgr	2x2kg XO
Harvest Gourmet F'shFrFingers	2x2kg XO
IKEA Nuggets	12x360g XO
IKEA SntlBurger	16x282g XO

HARVEST GOURMET Vegan Pieces	2x2kg XO
NESTLÉ PROFESSIONAL KITKAT Spread	3kg XE
NESTLÉ PRO KITKAT Spread	3kg N1 XE
NESTLÉ KIT KAT BITES Mix-In	36x240g N2MY
KIT KAT 2F Unwrapped	216x17g N2PH
MAGGI Tomato Paste	4x4.5kg MY
MAGGI Seasoning	6x800ml N1 MY
MAGGI NPro Mashed PotatoCmplMix	6x2.5kgXK (Pouch)
MAGGI Panggang Sauce	6x1.2kg MY
MAGGI Imperial OysterFlvSauce	6x3.3kg MY
MAGGI Cream of Mushroom Soup	8x1kg MY
MAGGI Mashed Potato Gluten Free	4kg MY
MAGGI Lime Powder	15x350g TH
MAGGI Basic Brown Sauce Mix	8x1KG MY
MAGGI Chicken Stock Wholeness	8x1KG MY
MAG2-MINN Curry Ctn	(12((5+1)79g))PRRcpMY
MAGGI Beef Stock	8x1kg N1 MY
MAGGI Ikan Bilis Stock	8x1kg MY
MAGGI Chicken Stock	8x1kg N1 MY
MAGGI Demi Glace Brown Sauce	8x1kg MY
MAGGI Instant ChickenGravy NAMSG	8x1kgMY
MAGGI Chicken Stock	8x1.1kg PR 100g MY
MAGGI Cukup Rasa AIO	10x750g MY
MAGGI Chef Master Stock	6x1.2kg MY
MAGGI Concentrated Chkn Stock	6x1.2kg MY
MAGGI Concentrate Veg Stock	6x1.2kg MY
MAG Conc Chicken Stock No MSG	6x1.2kg MY
MAGGI Chilli Sauce	12x1.5kg MY
MAGGI Tomato Ketchup	12x1.5kg MY
MAGGI Oyster Flavoured Sauce	12x1.5kg MY
MAGGI Tomato Ketchup	6x3.3kg MY
MAGGI Chilli Sauce	6x3.3kg MY
NESTLÉ PROFESSIONAL Spread Choc	5kg TR
NESTUM All FamilyCerealOriginal	6x1kgMY

This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at: <https://www.nestlehomeofgood.com.my/good-life/happenings/nestlelotussupermarketsweep>, collectively “Terms and Conditions” and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

B: Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the “Terms and Conditions”. Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Promotion Period, make Prize substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Promotion Entries

- 2.1 By submitting an entry to the Promotion, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Promotion, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

3. Eligibility

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Promotion and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

4. Ineligibility

The following groups of persons shall not be eligible to participate in the Promotion:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

5. Disqualification

5.1 The following entries will be disqualified:

- (b) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
- (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.

5.2 In addition, the Organiser reserves the right to disqualify any Participant that:

- (a) undermines, has or attempted to undermine the operation of the Promotion by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.

5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

6. Prizes

6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.

6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.

6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.

6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor and/or third party providing the Prizes.

(a) **Tickets to an Event:**

The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.

(b) **Travel/Holiday Prizes:**

If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and

destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

- 6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of eighteen (18) years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

7. Publicity

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Promotion (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

8. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Promotion and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

9. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Promotion, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions.

10. Limitation of Liability

- 10.1 The Participant’s participation in the Promotion shall be at the Participant’s own risk.
- 10.2 The Organiser, Nestlé Malaysia Group, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with

the participation by the Participant in the Promotion, as well as the redemption and/or utilisation of any Prize won.

11. General

- 11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Promotion and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.
- 11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Promotion, in particular that relates to the Prize, are the properties of their respective owners. This Promotion and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies.
- 11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
- 11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Promotion.
- 11.5 Where the Terms and Conditions of the Promotion is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 11.6 The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the Promotion, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in https://www.nestle.com.my/info/privacy_notice.
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di https://www.nestle.com.my/info/privacy_policy/privacy_bm.