

#### **TERMS AND CONDITIONS**

#### A. Schedule to Conditions of Entry

1. Organiser:	Nestlé Products Sdn. Bhd. (197901000966).	
2. Promotion:	NESTLÉ HOME OF GOOD PERADUAN EMAS BONANZA.	
3. Promotion Period:	The Promotion starts at 00:00:00 on 15/10/2024 and closes at 23:59:59 on 06/01/2025.	
4. Eligibility:	<ul> <li>a. The Promotion is a Nestlé Home of Good member recruitment program and is open to all legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period ("Participants"). The Organiser shall reserve the right to request for evidence of identification documents.</li> <li>b. To participate, Participants must register as a Nestlé Home of Good member on the Promotion Website during the Promotion Period by completing the Registration Web Form at the Promotion Website at: <a href="https://www.nestlehomeofgood.com.my/ms/good-life/happenings/peraduan-emas-bonanza">https://www.nestlehomeofgood.com.my/ms/good-life/happenings/peraduan-emas-bonanza</a> ("Promotion Website").</li> <li>c. Only NEW Nestlé Home of Good members who register through the Promotion Website Registration Web Form at the URL provided above are eligible for the Promotion.</li> </ul>	
5. <u>Promotion</u> <u>Tiers:</u>	<ul> <li>a. The Promotion is divided into two (2) tiers as per below:</li> <li>i. Tier 1 – No purchase required to participate and stand to win Weekly Bonus Prizes.</li> <li>ii. Tier 2 (Optional) – Purchase is required to participate and stand to win Tier 2 Prizes.</li> </ul>	
6. <u>Tier 1:</u>	<ul> <li>a. NO PURCHASE is required to participate in Tier 1. All Participants who register as a Nestlé Home of Good Member via the Promotion Website Registration Form, with or without submitting a purchase Receipt (refer Clause 7: Tier 2), are eligible to participate in Tier 1 and stand to win Weekly Bonus Prizes.</li> <li>b. Participants may submit as many entries as they wish for Tier 1 to increase their winning chances but only the first qualified submission will be considered as a Nestlé Home of Good Member registration.</li> </ul>	

- c. The Organiser shall reserve the right to request for evidence of identification documents. Failure to produce upon request will result in disqualification and prize forfeiture.
- d. During the Tier 1 Weekly Bonus Prizes Finalists selection process, the Organiser will allocate one (1) serial number to each qualified entry received.

### 7. Tier 2 (Optional):

a. To participate in Tier 2 and stand to win Tier 2 Prizes, Participants MUST purchase a minimum of Ringgit Malaysia Eight (RM8) ("Minimum Purchase") of any participating Nestlé Products in a single original receipt from any instore outlet ("Receipt") and/or invoice screenshot from any online platform ("Invoice") during the Promotion Period.

#### b. Instore Outlets Receipt:

- i. 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 not available, the Receipt needs to be stamped with the official company's stamp of the outlet at which the purchase is made.
- 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").

#### c. Online Merchants Invoice:

- i. The Invoice can be in the form of a screenshot of the 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 rebates 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, invoice number, and name and/or logo of the online merchant ("Invoice Details").
- d. Participants may submit as many entries as they wish but each unique Receipts and/or Invoices ("Proof of Purchase") is ONLY eligible for one (1) entry submission.
- e. During the Tier 2 Prizes Finalists selection process, the Organiser will allocate serial numbers according to the purchase amount as stated in the 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 Eight (RM8) of Nestlé Products, the Organiser will allocate one (1) serial number.

#### For example:

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

- RM8.50 of Products, the Organiser will allocate 1 serial number.
- RM85.00 of Products, the Organiser will allocate 10 serial numbers.

RM180.00 of Products, the Organiser will also allocate 10 serial numbers. 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 or were intended for resale. 8. **Entry** a. <u>Entries submission via Promotion Website Registration:</u> Method: Visit the Promotion Website or scan the QR Code on the Promotion materials and complete the Registration Web Form. For both Tier 1 and Tier 2, fill in all the required personal details and a Malaysian ii. registered mobile number compatible with WhatsApp for further communication ("Personal Details"). iii. For Tier 1, after completing the Registration Web Form, click 'submit' ("Tier 1 iv. For Tier 2, snap one (1) clear and legible picture/image in jpg or jpeg or png format ("Image") of the Proof of Purchase with the required Proof of Purchase One (1) Image must contain a picture of one (1) Proof of Purchase and the Image ٧. file size must be less than 5MB. Upload the Image on the Registration Web Form and click 'submit' ("Tier 2 vi. Entry"). The Organiser will feature a Thank You message for each Entry received. vii. b. 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, invalid and/or duplicated Participants' personal details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Proof of Purchase Images. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants. c. The Organiser shall reserve the right to request for evidence of the original hardcopy Proof of Purchase (Tier 2) for verification and prize redemption. Failure to produce the original Proof of Purchase hardcopy upon request will result in disqualification and forfeiture. 9. **Entry** All Entries must be received by the Organiser within the Promotion Period. All Entries **Deadline:** received outside the Promotion Period will be automatically disqualified. 10. **Tier 1 Prizes:** There are twenty (20) Weekly Bonus Prizes in the form of one (1) RM100 Touch 'n Go e-Wallet Reload PIN each week for twelve (12) consecutive weeks.

b. There is a total of two hundred and forty (240) Weekly Bonus Prizes to be won

throughout the Promotion Period.

c. The pool of Entries is based on submission date and the twelve (12) weekly periods are as per below:

Week 1: 15/10/2024 - 21/10/2024 Week 2: 22/10/2024 - 28/10/2024 Week 3: 29/10/2024 - 04/11/2024 Week 4: 05/11/2024 - 11/11/2024 Week 5: 12/11/2024 - 18/11/2024 Week 6: 19/11/2024 - 25/11/2024 Week 7: 26/11/2024 - 02/12/2024 Week 8: 03/12/2024 - 09/12/2024 Week 9: 10/12/2024 - 16/12/2024 Week 10: 17/12/2024 - 23/12/2024 Week 11: 24/12/2024 - 30/12/2024 Week 12: 31/12/2024 - 06/01/2025

# 11. <u>Judging</u> <u>Details –</u> <u>Tier 1 Prizes:</u>

- a. As part of the Weekly Bonus Prize Finalists' selection process, the Organiser will allocate a serial number for each Entry (with or without Proof of Purchase), according to date and time received and approved by the Organiser to be a successful Entry each week, throughout the Promotion Period (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".
- b. Each Week the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ("Total Weekly Qualified Entries"). Assuming that the Total Weekly Qualified Entries for Week 1 is **1001**, the Organiser will compute and select based on the following:
  - i. Selection of twenty (20) Weekly Bonus Prize Finalists: 1001 ÷ 20 = 50.05. Since dividing 1001 with 20 will result in a number with decimal value, the number 50.05 will be rounded down to 50. The following 20 Participants with Qualified Entries of the week bearing the following serial numbers will be selected: 50\*, 100\*, 150\*, 200, 250 and so forth (\*computation example: 50, 50+50=100, 100+50=150).

#### 12. Tier 2 Prizes:

- a. There is a total of thirty three (33) Tier 2 Prizes to be won at the end of the Promotion Period. The Tier 2 Prizes are as per below:
  - i. Three (3) Grand Prize in the form of one (1) 20g 999.9 Gold Bar worth approximately RM7,269\* each.
  - ii. Ten (10) 2<sup>nd</sup> Prize in the form of one (1) 10g 999.9 Gold Bar worth approximately RM3,812\* each.
  - iii. Twenty (20) 3<sup>rd</sup> Prizes in the form of one (1) RM1000 cash each.

(Note for\*: The value of the Grand Prize and 2<sup>nd</sup> Prize is correct at the time of printing. The gold value is according to the current gold price. A HABIB JEWELS certificate of authenticity will be included on the packaging.)

# 13. <u>Judging</u> <u>Details –</u> <u>Tier 2 Prizes:</u>

a. As part of the Tier 2 Prize Finalists' selection process, the Organiser will tabulate the Entries (with Proof of Purchase only) 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 amount purchased as stated in the Proof of Purchase submitted (each a "Qualified Entry" and collectively the "Qualified Entries"). A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".

- b. At the end of the Promotion Period, 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 received is 30001 the Organiser will compute and select the finalists based on the following:
  - i. Selection of three (3) Grand Prize Finalists: 30001 ÷ 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 following serial numbers will be selected: 10000\*, 20000\* and 30000\* (\*computation examples: 10000, 10000+10000=20000, 20000+10000=30000).
  - ii. Selection of ten (10) 2<sup>nd</sup> Prize Finalists: 30001 ÷ 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, 18000, and so forth (\*computation example: 3000, 3000+3000=6000, 6000+3000=9000).
- iii. Selection of twenty (20) 3<sup>rd</sup> Prize Finalists: 30001 ÷ (20+1=21\*\*) = 1428.61. Since dividing 30001 with 21 will result in a number with decimal value, the number 1428.61 will be rounded down to 1428. The following 20 Participants with Qualified Entries of the month bearing the following serial numbers will be selected: 1428\*, 2856\*, 4284\*, 5712, 7140, 8568, and so forth (\*computation example: 1428, 1428+1428=2856, 2856+1428=4284). (Note for\*\*: to avoid clashing of selected serial numbers, a random single digit number is added to the formula for the selection of 3<sup>rd</sup> Prizes.)

## 14. Additional Terms:

- a. The Organiser's service provider will contact all selected Finalists via WhatsApp through the Promotion Official WhatsApp Number: 6018 322 2090 to the mobile number from which the Organiser received in the Qualified Entries. Each 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 Prize. 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 Prize being forfeited. The Organiser will not be held liable in the event the selected Finalist cannot be contacted via WhatsApp for whatever reasons.
- b. Each participant may throughout the Promotion Period win:
  - i. one (1) Tier 1 Prize, and
  - ii. one (1) Tier 2 Prize of the higher value only.
- c. All Winners must provide their required and personal details to the Organiser for prizes fulfilment, without which the Organiser may not be able to fulfill such prizes. The Organiser reserves the rights to forfeit their Prizes if the Winners fail to provide their full details upon request. The Organiser reserves the right to disqualify any Entry or Prize if a Participant or Winner's personal details (including full name, identification number and mobile number) are found at any time to be inaccurate or wrong.

- d. The Organiser reserves the right to request for submission of the photocopy of identification document and the original hardcopy Proof of Purchase from the Winner for verification prior to Prizes fulfilment. Failure to submit upon request will result in disqualification and forfeiture. Upon verification, the Organiser reserves the right to forfeit their Prizes if the Organiser suspects that the alleged Winner submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.
- e. All Weekly Bonus Prize Winners will receive the Touch 'n Go e-Wallet Reload PIN codes from the Organiser's service provider via WhatsApp through the Promotion Official WhatsApp Number: **6018 322 2090** to the mobile number from which the Organiser received in the Qualified Entries within six (6) to eight (8) weeks from the closing date of the Promotion.
- f. All Weekly Bonus Prize Winners must abide by the terms and conditions of the vendors and parties arranging and providing the Touch 'n Go e-Wallet Reload PIN code(s). Any additional admin fees or costs in relation to redeeming the Touch 'n Go e-Wallet Reload PIN codes shall be the responsibility of the Winner. Redemption and usage of the Touch 'n Go e-Wallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; <a href="https://www.touchngo.com.my/assets/pdf/user-tnc.pdf">https://www.touchngo.com.my/assets/pdf/user-tnc.pdf</a>.
- g. The Organiser will not be held responsible if any of the Touch 'n Go e-Wallet Reload PIN code(s) cannot be delivered or deployed to the Participants due to any change, error and/or difference in the mobile number from which the Organiser received in the Qualified Entries.
- h. All Grand Prize and 2<sup>nd</sup> Prize Winners will receive a Winners' acknowledgment letter within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners. Winners are required to collect their Prize at the selected Habib Jewel outlet as stated in the Winners' acknowledgement letter. The Organiser will select the closest Habib Jewel outlet to the addresses provided by the Winners.
- i. All 3<sup>rd</sup> Prize Winners will receive a cheque payable to their name via courier within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners. All cheques MUST be deposited into the Winners' personal bank account. The Organiser reserves the rights to forfeit the prize if the Winner failed to deposit their cheques within the deadline stated.
- j. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. The Organiser reserves the right to change the method of Prizes fulfilment stated under this clause at the discretion of the Organiser.

- k. All unclaimed Prizes after the deadline set by the Organiser in the winners' notification for Prize collection will be forfeited. The Organiser 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.
- m. Winners Announcement will be featured within 6 8 weeks from the closing date of the Promotion on the Organiser's website at: <a href="https://www.nestlehomeofgood.com.my/ms/good-life/happenings/peraduan-emas-bonanza">https://www.nestlehomeofgood.com.my/ms/good-life/happenings/peraduan-emas-bonanza</a>.

# 15. NonParticipating Brands & Products:

a. The following Brands and Products are not participating in the Promotion:

LACTOGEN, NAN, NAN H.A., PRE NAN, S26, S26 COMILAC, S26 PROGRESS, S26 PROMISE, S26 SMA, S26 GOLD PROGRESS, S26 GOLD PROMISE, ASCENDA, PROMAMA, 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		
ALL <u>NESTLÉ PROFESSIONAL BEVERAGE</u> PRODUCTS			
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		

NECCAEÉ LISTA De carl	42.250; N4.84V
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 Rdcd Sgr	12x1L MY
SJORA Mango Peach Conc Rdcd Sgr	2x4L MY
SJORA MangoPeachConc Sgr Tax	2x4L N1XO
SJORA MangoPeachConc Sgr Tax	12x1L N1XO
ALL <u>NESTLÉ PROFESSIONAL FO</u>	OOD 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
IVIAGGI GCGGOIIIIIg	OVOCCIIII IAT IAII

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: <a href="https://www.nestlehomeofgood.com.my/ms/qood-life/happenings/peraduan-emas-bonanza">https://www.nestlehomeofgood.com.my/ms/qood-life/happenings/peraduan-emas-bonanza</a>, 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 <a href="https://www.nestle.com.my/info/privacy">https://www.nestle.com.my/info/privacy</a> notice.
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di <a href="https://www.nestle.com.my/info/privacy">https://www.nestle.com.my/info/privacy</a> policy/privacy bm