



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 NESTLÉ BRING IT ONG!																																
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 (MYT) on 22/12/2024 and closes at 23:59:59 (MYT) on 01/02/2025.																																
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, and with a valid identification document and residential address in Malaysia (“Participants”). The Organiser shall reserve the right to request for evidence of identification documents.																																
5. <u>Participating Products:</u>	Listed below are the NESTLÉ Ready To Drink participating products (“Products”):																																
	CAN DRINK	<table border="1"> <thead> <tr> <th data-bbox="435 1081 624 1167">Product Group</th> <th data-bbox="624 1081 1142 1167">Product Description</th> <th data-bbox="1142 1081 1394 1167">Packing</th> </tr> </thead> <tbody> <tr> <td rowspan="15" style="text-align: center; vertical-align: middle;">CAN DRINK</td> <td data-bbox="624 1167 1142 1245">MILO Can</td> <td data-bbox="1142 1167 1394 1245">24 x 240ml 4(6 x 240ml)</td> </tr> <tr> <td data-bbox="624 1245 1142 1285">MILO ICE Can</td> <td data-bbox="1142 1245 1394 1285">24 x 240ml</td> </tr> <tr> <td data-bbox="624 1285 1142 1326">MILO KAW Can</td> <td data-bbox="1142 1285 1394 1326">24 x 240ml</td> </tr> <tr> <td data-bbox="624 1326 1142 1404">NESCAFÉ Original Can</td> <td data-bbox="1142 1326 1394 1404">4(6 x 240ml) 24 x 240ml</td> </tr> <tr> <td data-bbox="624 1404 1142 1482">NESCAFÉ Mocha Can</td> <td data-bbox="1142 1404 1394 1482">24 x 240ml 4(6 x 240ml)</td> </tr> <tr> <td data-bbox="624 1482 1142 1561">NESCAFÉ Latte Can</td> <td data-bbox="1142 1482 1394 1561">24 x 240ml 4(6 x 240ml)</td> </tr> <tr> <td data-bbox="624 1561 1142 1639">NESCAFÉ Tarik Can</td> <td data-bbox="1142 1561 1394 1639">24 x 240ml 4(6 x 240ml)</td> </tr> <tr> <td data-bbox="624 1639 1142 1680">NESCAFÉ Ice Can</td> <td data-bbox="1142 1639 1394 1680">24 x 240ml</td> </tr> <tr> <td data-bbox="624 1680 1142 1720">NESCAFÉ Kopi-O Can</td> <td data-bbox="1142 1680 1394 1720">24 x 240ml</td> </tr> <tr> <td data-bbox="624 1720 1142 1760">NESCAFÉ Kopi-C Can</td> <td data-bbox="1142 1720 1394 1760">24 x 240ml</td> </tr> <tr> <td data-bbox="624 1760 1142 1839">NESCAFÉ GOLD Latte Can</td> <td data-bbox="1142 1760 1394 1839">24 x 240ml 6(4 x 240ml)</td> </tr> <tr> <td data-bbox="624 1839 1142 1917">NESCAFÉ GOLD Black Can</td> <td data-bbox="1142 1839 1394 1917">24 x 240ml 6(4 x 240ml)</td> </tr> <tr> <td data-bbox="624 1917 1142 1995">LIVELY Lemon Guar Tea Can</td> <td data-bbox="1142 1917 1394 1995">4(6 x 240ml) 24 x 240ml</td> </tr> </tbody> </table>	Product Group	Product Description	Packing	CAN DRINK	MILO Can	24 x 240ml 4(6 x 240ml)	MILO ICE Can	24 x 240ml	MILO KAW Can	24 x 240ml	NESCAFÉ Original Can	4(6 x 240ml) 24 x 240ml	NESCAFÉ Mocha Can	24 x 240ml 4(6 x 240ml)	NESCAFÉ Latte Can	24 x 240ml 4(6 x 240ml)	NESCAFÉ Tarik Can	24 x 240ml 4(6 x 240ml)	NESCAFÉ Ice Can	24 x 240ml	NESCAFÉ Kopi-O Can	24 x 240ml	NESCAFÉ Kopi-C Can	24 x 240ml	NESCAFÉ GOLD Latte Can	24 x 240ml 6(4 x 240ml)	NESCAFÉ GOLD Black Can	24 x 240ml 6(4 x 240ml)	LIVELY Lemon Guar Tea Can	4(6 x 240ml) 24 x 240ml	
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		UHT DRINK	MILO UHT	10(4 x 125ml)
				5(8 x 125ml)
				4(6 x 200ml)
				12 x 1L
			MILO CALCIUM PLUZ UHT	4(6 x 200)ml
			MILO Dairy Free Almond UHT	12 x 1L
			NESCAFÉ Dairy Free Almond UHT	12 x 1L
			GOODNES Dairy Free Alm & Oat UHT	12 x 1L
		GOODNES Dairy Free Oat UHT	12 x 1L	
		PET BOTTLES	NESCAFÉ Iced Caffe Latte	24 x 500ml
			NESCAFÉ Iced Cappuccino	24 x 500ml
			NESCAFÉ Iced Chococino	24 x 500ml
			NESCAFÉ Iced Caramel	24 x 500ml
			NESCAFÉ Dairy Free Latte Oat	24 x 225ml
			NESCAFÉ Dairy Free Latte Alm	24 x 225ml
			MILO Original	24 x 500ml
			MILO Boost	24 x 500ml
			MILO ACTIV-GO Dairy Free Almond	24 x 225ml
			LIVELY Rspb Lmn Balm Tea	24 x 450ml
LIVELY Lemon Guarana Tea	24 x 450ml			

6. Participation Method & Proof of Purchase:

- a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Eight (RM8) (“Minimum Purchase”) of any Products in a single original receipt from any instore outlets (“Receipt”) and/or invoice and/or order 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 invoice and/or order 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, order and/or invoice number, and name and/or logo of the online merchant (“Invoice Details”).
- d. During the finalist’s selection process, The Organiser will allocate serial numbers according to the purchase amount as stated in the Proof of Purchase of the Qualified Entries submitted. For every Ringgit Malaysia Eight (RM8), the Organiser will allocate one (1) serial number up to a maximum of fifty (50) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Proof of Purchase has been allocated.
For example:
 - i. If you purchase RM8.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate one (1) serial number.
 - ii. If you purchase RM450.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate a maximum of fifty (50) serial numbers.
- e. ECONSAVE Exclusive Outlet Contest:
For Participants with purchases from any ECONSAVE outlets during the Promotion Period will also stand a chance to win additional ECONSAVE Exclusive Outlet Contest Prizes. The ECONSAVE Exclusive Outlets Contest Prizes are exclusive to all Participants that submit their Entries with an ECONSAVE outlet Receipt only. Please refer Clause 10.
- f. The submission method is via the Promotion 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 for one (1) Website entry submission.**
- g. 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.
- h. Entries submission via Promotion Website:
 - i. Visit the Promotion Website at: <https://nes.tl/RTDCNY2025> 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 including resident state (“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.

	<ul style="list-style-type: none"> 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. The Organiser will display a Thank You message for each entry received. <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 hardcopy of the original Proof of Purchase as per image received in the Qualified Entry for verification and prize redemption. Failure to produce the hardcopy of 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 within the Promotion Period. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>8. <u>Weekly Prizes:</u></p>	<p>a. The Weekly Prizes to be won for each week for six (6) consecutive weeks are as follows:</p> <ul style="list-style-type: none"> i. One (1) Weekly Grand Prize in the form one (1) Limited Edition Gold Can (999.9 gold – approximately 100gm) worth approximately RM52,500*. <i>*The value of the Limited Edition Gold Can is correct at the time of printing. The gold value is according to the current gold price. A certificate of authenticity will be included on the packaging.</i> ii. Thirteen (13) Weekly 1st Prizes in the form of one (1) RM388 eWallet Reload PIN** each. iii. Twenty-eight (28) Weekly 2nd Prizes in the form of one (1) RM168 eWallet Reload PIN** each. iv. Six hundred and twenty-seven (627) Weekly Consolation Prizes in the form of one (1) RM38 eWallet Reload PIN** each. <i>**Winners from Peninsular Malaysia will automatically win the Touch 'n Go eWallet Reload PIN Code and Winners from East Malaysia will automatically win Boost Credit Redemption Code.</i> <p>b. There are a total of six (6) Weekly Grand Prizes, seventy eight (78) Weekly 1st Prizes, one hundred and sixty eight (168) Weekly 2nd Prizes and three thousand seven hundred and sixty two (3762) Weekly Consolation Prizes to be won at the end of the Promotion Period.</p> <p>c. The pool of Entries is based on submission date and the six (6) weekly periods are as per below: Week 1: 22/12/2024 – 28/12/2024 Week 2: 29/12/2024 – 04/01/2025</p>

	<p>Week 3: 05/01/2025 – 11/01/2025 Week 4: 12/01/2025 – 18/01/2025 Week 5: 19/01/2025 – 25/01/2025 Week 6: 26/01/2025 – 01/02/2025</p>
<p>9. <u>Judging Details – Weekly Prizes:</u></p>	<p>a. As part of the Weekly Prize finalist’s selection process, the Organiser will tabulate and allocate a serial number[s], for each Entry received and approved by the Organiser to be a successful Entry each week, according to the Products 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”.</p> <p>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 the week is 3135, the Organiser will compute and select based on the following:</p> <p>i. Selection of one (1) Grand Prize Finalists: $3135 \div 2 = 1567.50$. Since dividing 3135 with 2 will result in a number with decimal value, the number 1567.50 will be rounded down to 1567. The following Participant with Qualified Entry of the week bearing the serial number 1567 will be selected.</p> <p>ii. Selection of thirteen (13) 1st Prize Finalists: $3135 \div 13 = 241.15$. Since dividing 3135 with 13 will result in a number with decimal value, the number 241.15 will be rounded down to 241. The following 13 Participants with Qualified Entries bearing the following serial numbers will be selected: 241*, 482*, 723*, 964, 1205 and so forth. (*computation examples: 241, $241+241=482$, $482+241=723$).</p> <p>iii. Selection of twenty eight (28) 2nd Prize Finalists: $3135 \div 28 = 111.96$. Since dividing 3135 with 28 will result in a number with decimal value, the number 111.96 will be rounded down to 111. The following 28 Participants with Qualified Entries bearing the following serial numbers will be selected: 111*, 222*, 333*, 444, 555 and so forth. (*computation examples: 111, $111+111=222$, $222+111=333$).</p> <p>iv. Selection of six hundred and twenty seven (627) Consolation Prize Finalists: $3135 \div 627 = 5$. The following 627 Participants with Qualified Entries bearing the following serial numbers will be selected: 5*, 10*, 15*, 20, 25 and so forth. (*computation examples: 5, $5+5=10$, $10+5=15$).</p>
<p>10. <u>ECONSAVE Exclusive Contest – Weekly Prizes</u></p>	<p>a. There are three (3) ECONSAVE Exclusive Contest Weekly Prizes in the form of one (1) TEFAL Easy Fry & Grill Digital Air Fryer worth RM979 each* to be won each week for six (6) consecutive weeks for Participants with purchases from any ECONSAVE outlets, during the Promotion Period. <i>* The price of the TEFAL Easy Fry & Grill Digital Air Fryer is based on the recommended retail price (RRP), but the actual retail price may vary.</i></p> <p>b. There are a total of eighteen (18) ECONSAVE Exclusive Contest Weekly Prizes to be won at the end of the Promotion Period.</p>

<p>11. <u>Judging Details for ECONSAVE Exclusive Contest – Weekly Prizes:</u></p>	<p>a. As part of ECONSAVE Exclusive Contest Weekly Prize Finalists’ selection process, the Organiser will allocate one (1) serial number for each Entry with ECONSAVE receipt received and approved by the Organiser to be a successful entry each week, throughout the Promotion Period (each a “Weekly Qualified Entry” and collectively the “Weekly Qualified Entries”). A set of serial numbers will be allocated for the Weekly Qualified Entries starting from serial number “1”.</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 Weekly Qualified Entries”). Assuming the Total Weekly Qualified Entries received 601 the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of three (3) ECONSAVE Exclusive Contest Weekly Prize Finalists: $601 \div 3 = 200.33$. Since dividing 601 with 3 will result in a number with decimal value, the number 200.33 will be rounded down to 200. The following 3 Participants with Qualified Entries bearing the following serial numbers will be selected: 200*, 400* and 600* (*computation examples: 200, 200+200=400, 400+200 =600).</p>
<p>12. <u>Additional Terms:</u></p>	<p>a. The Organiser will contact all selected finalists via WhatsApp from 6018 322 8180 to the mobile number submitted to the Organiser during Entry submission. Each selected finalists will be given one (1) question to answer. The selected finalists 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 finalists cannot be contacted for whatever reasons.</p> <p>b. Each Participant may throughout the Promotion Period win only:</p> <p>i. one (1) Weekly Prize of the higher value each week and a maximum of two (2) Weekly Prizes, and</p> <p>ii. one (1) ECONSAVE Exclusive Contest Weekly Prize.</p> <p>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.</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 as per image received in the Qualified Entry 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</p>

which is re-printed, forged, falsified or is issued over Products which had not been purchased.

- e. All Weekly Grand 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 a selected outlet as stated in the Winners' acknowledgement letter. The Organiser will select the closest outlet to the addresses provided by the Winners.
- f. All Weekly Prize eWallet Reload Pin Code Winners will receive from the Organiser's service provider their eWallet Reload PIN codes via WhatsApp from **6018 322 8180** to the mobile numbers submitted to the Organiser during Entry submission within three (3) working days from the Winners confirmation. The Organiser will send either Touch 'n Go eWallet Reload PIN Code or Boost Credit Redemption Code according to the state information submitted to the Organiser during Entry submission.
- g. The Organiser will not be held responsible if any of the eWallet Reload PIN Code(s) cannot be delivered or deployed to the Winners due to any change, error and/or difference in the mobile contact number submitted to the Organiser during Entry submission.
- h. All Participants must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet Reload PIN Code(s). The Participants shall be fully responsible for any additional administrative fees or costs associated with redeeming the Touch 'n Go eWallet Reload PIN Code(s) or Boost Credit Redemption Code(s) through channels other than their respective application and usage. The following are the terms and conditions of the vendors:
 - i. 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; <https://www.touchngo.com.my/assets/pdf/user-tnc.pdf>
 - ii. Redemption and usage of the Boost Credit Redemption Code is subject to Axiata Digital eCode Sdn Bhd Terms & Conditions; <https://www.myboost.com.my/terms/>
- i. The Organiser reserves the right at its absolute discretion to extend the timeline of eWallet Reload PIN Prizes delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the e-Wallet Prize to the Winners.
- j. All unclaimed eWallet Reload PIN code after the deadline set by the Organiser as stated in the WhatsApp messages will be forfeited. The Organiser reserves the rights to substitute any prize for an alternative of equal or greater value.
- k. All ECONSAVE Exclusive Contest Weekly Prize Winners will receive their prize within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners.

- l. 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.
- m. 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.
- n. 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.
- o. Winners Result Ad will be available at: <https://nes.tl/RTDCNY2025> within six (6) – eight (8) weeks from the closing date of the Promotion.
- p. The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available.
- q. 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.
- r. 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.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <https://nes.tl/RTDCNY2025> 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.