



TERMS AND CONDITIONS

A: Schedule to Conditions of Participation

Organizer	Nestlé Products Sdn. Bhd. (197901000966)
Redemption	Nestlé Huat It Up 2025 Giant Redemption
Redemption Period	The Redemption Period begins at 00:00:00 19 th December 2024 and ends at 11:59:59 29 th January 2025. Submission for redemption received before or after the Redemption Period will not be accepted.
Eligibility	<p>a) The redemption ("Redemption") is open to all individual legal residents of Malaysia who are aged 18 years and above as of the start of the Redemption Period and possess a valid MyKad or MYPr Number along with a residential address within Malaysia ("Participant")</p> <p>b) The Redemption is ONLY available via in-store purchase at the following Outlets ("Participating Outlets") only:</p> <ol style="list-style-type: none"> 1. Giant Outlets nationwide; 2. TMC outlets nationwide; or 3. Giant Mini outlets nationwide
Redemption Method	<p>Online form Submission</p> <p>1) To be eligible for the Redemption, Participants must:</p> <ol style="list-style-type: none"> a) Purchase participating Nestle Products (as further defined), with a minimum value of Ringgit Malaysia thirty-eight (RM38.00) ("Minimum Value") only in a single receipt at any Participating Outlet ("Proof of Purchase") issued within the Redemption Period (in-store only). b) Take a clear photo of the Proof of Purchase and fill out all the required fields in the redemption participation form at https://www.nestlehomeofgood.com.my/good-deals/Nestle-Huat-It-Up-Giant-CNY-2025 ("Redemption Form"). Upload the picture of the Proof of Purchase and submit. ("Submission") <p>2) The list of participating products includes ALL NESTLÉ PRODUCTS (EXCEPT FOR Purina Petcare, LACTOGEN 1 & 2; NAN 1 & 2; NAN HA 1 & 2; Nestlé Professional products including but not limited to NESTEA and SJORA; Nestlé Health Science products, BUITONI, and STARBUCKS products) ("Nestlé Products").</p> <p>3) Each Participant is entitled to a maximum of 1 redemption per receipt and up to three [3] Touch'n Go eWallet PINs redemption per Participant [by unique identification number and unique mobile number as per submission] throughout the promotion period. Any excess purchase value beyond 1 redemption per receipt will not be eligible for reuse or combined with different Proof of Purchase as a new Redemption by the Participant.</p>

	<p>4) Online purchase from any platform is not eligible to participate in this Redemption.</p> <p>5) The Organizer does not accept any alteration of Proof of Purchase in any form. Official receipt from in-store will be accepted as Proof of Purchase.</p> <p>6) Notwithstanding any of the above, upon receipt of the Participant's Submission and/or upon selection of the Participant, the Organizer shall reserve the right to request further evidence in the processing of the Redemption including the original Proof of Purchase (hardcopy) and the identification documents for verification prior to the delivery of the Prizes. Failure to produce any of the foregoing documents within the stipulated time frame will result in disqualification and forfeiture of the Prizes.</p> <p>7) The Organizer reserves the right to disqualify any Submission if a Participant personal detail (including full name, identification number and mobile number) are found at any time to be inaccurate or wrong.</p>						
<p>Submission Deadline</p>	<p>All Submissions must be received by the Organizer on or before 11:59:59 29th January 2025. Any Submission received outside the Redemption Period shall be automatically disqualified.</p> <p>For the weekly Submissions, the Organizer must receive the Submissions from the Participants on or before 23:59:59 of the last date of each week as tabulated below:</p> <table border="1" data-bbox="464 974 1031 1368"> <tr> <td>WEEK 1 : 19/Dec/2024 - 25/Dec/2024</td> </tr> <tr> <td>WEEK 2 : 26/Dec/2024 - 01/Jan/2025</td> </tr> <tr> <td>WEEK 3 : 02/Jan/2025 - 08/Jan/2025</td> </tr> <tr> <td>WEEK 4 : 09/Jan/2025 - 15/Jan/2025</td> </tr> <tr> <td>WEEK 5 : 16/Jan/2025 - 22/Jan/2025</td> </tr> <tr> <td>WEEK 6 : 23/Jan/2025 - 29/Jan/2025</td> </tr> </table>	WEEK 1 : 19/Dec/2024 - 25/Dec/2024	WEEK 2 : 26/Dec/2024 - 01/Jan/2025	WEEK 3 : 02/Jan/2025 - 08/Jan/2025	WEEK 4 : 09/Jan/2025 - 15/Jan/2025	WEEK 5 : 16/Jan/2025 - 22/Jan/2025	WEEK 6 : 23/Jan/2025 - 29/Jan/2025
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<p>Prizes for Redemption</p>	<p>Each successful Participant is entitled to redeem a Touch'n Go eWallet PIN worth RM8 only.</p> <p><u>Limitations:</u></p> <p>a) ONLY two thousand (2,000) units of Touch'n Go eWallet PINs are available during the Redemption Period.</p> <p>b) Each participants [by unique identification number and unique mobile number as per submission] may only redeem up to a maximum of three [3] Touch'n Go eWallet PINs redemption code throughout the promotion period.</p>						
<p>Verification</p>	<p>1) Participants must provide a clear snapshot of the Proof of Purchase, which should clearly indicate the following details:</p> <ol style="list-style-type: none"> Nestlé Products purchased; Receipt number; Date of purchase; Purchase value; and Outlet name and location 						

	<ol style="list-style-type: none"> 2) The purchase date provided on the Proof of Purchase must fall within the Redemption Period. 3) The Proof of Purchase must not be altered in any form. This includes but not limited to alterations to the store name and location, items purchased, prices, and transaction date. 4) Handwritten receipts, purchase orders, and/or delivery notes will not be accepted as Proof of Purchase. 5) Failure to comply with these verification requirements may result in disqualification from Redemption. Participants are responsible for ensuring the accuracy and authenticity of their Proof of Purchase submissions. 6) Once the Submission is verified, the Participant will receive notification or be contacted via WhatsApp by the Organizer at the mobile phone number provided in the in the Redemption Form, using the number 018-9898290, regarding the Participant’s redemption status within 2 working days from the Submission date.
Redemption Fulfilment	<ol style="list-style-type: none"> 1. All successful Redemptions will be fulfilled by the Organizer within fourteen (14) working days from the Submission date. The Organizer reserves the right to extend the timeline stated under this clause owing to reasons beyond the control of the Organizer. 2. Participant will be contacted via WhatsApp at the redemption number 018-9898290 to inform them of their Redemption status. The Organizer will not be held liable if the qualified Participant cannot be reached for any reason. 3. Touch’n Go eWallet PIN will be sent Via WhatsApp 018-9898290 to the Participant’s WhatsApp number submitted by the Participant to the Organizer in the Redemption Form. The use of Touch'n Go e-Wallet reload pin is subject to Touch'n Go Malaysia Terms & Conditions at https://cdn.tngdigital.com.my/s/tc_pages/tngd_tc.html 4. Successful Participant for Touch’n Go eWallet PIN shall be fully responsible for any additional administrative fees or costs associated with redeeming the Touch ‘n Go eWallet PIN through channels other than the Touch 'n Go eWallet application and usage. 5. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes due to any other unforeseen circumstances beyond the Organizer’s control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors. 6. The Organizer shall not be liable for any loss or damage arising from the Participant’s participation in the Redemption. Any other additional costs (i.e., travel expenses, transportation cost, duties, and taxes) incurred to redeem or collect the prizes where applicable shall be borne by the successful Participant.

This **Schedule to Conditions of Participation** must be read together with the **Conditions of Participation** available at <https://www.nestlehomeofgood.com.my/good-deals/Nestle-Huat-It-Up-Giant-CNY-2025> 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 Redemption (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

B: Conditions of Participation

1. Introduction

- 1.1 These Conditions of Participation are to be read together with the Schedule to Conditions of Participation. To the extent that there is any inconsistency between the Conditions of Participation and the Schedule to Conditions of Participation, the Schedule to Conditions of Participation prevails. The Conditions of Participation and the Schedule to Condition of Participation 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 Participation. Defined terms will be used singular or plural.
- 1.2 The Organizer 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 Redemption Period, make Prize substitutions, cancel, terminate, or suspend the Redemption in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Redemption will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organizer’s decision on all matters relating to the Redemption including judging and selection of participant will be final, binding, and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Redemption Entries

- 2.1 By participating in the Redemption, 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 Redemption, 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 Redemption shall be borne by the Participant.
- 2.3 Proof of submission to participate in the Redemption is not proof of receipt, and the Organizer shall not be liable for any delay, loss, damaged and/or non-receipt of submissions. The Organizer 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 Participation is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organizer), from their parents/legal guardians before participating in the Redemption and submitting any personal information.
- 3.2 The Organizer may require a Participant to provide proof of eligibility to participate in the Redemption 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.
- 3.3 The following groups of persons shall not be eligible to participate in the Promotion:
 - (a) Employees of the Organizer and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and

- (b) Employees of the Organizer's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

4. Disqualification

4.1 The following entries will be disqualified:

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

4.2 In addition, the Organizer reserves the right to disqualify any Participant that:

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

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

5. Prizes

5.1 The Organizer, 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 Organizer reserves the right to determine how uncollected Prizes will be dealt with.

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

5.3 Any additional costs not specifically stated in the Schedule to Conditions of Participation in relation to a Prize shall be the responsibility of the Participant.

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

5.5 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 Organizer excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.

5.6 Prizes must be claimed in person unless the Organizer prescribes other modes of collection.

5.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

6. Publicity

The Organizer may use a Participant's participation including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Redemption (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Redemption of any goods or services of the Organizer, 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 Organizer.

7. 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 Redemption and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to, and owned by the Organizer. The Organizer 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.

8. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organizer, 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 Redemption, acceptance of any Prize, and/or the use of the Participant’s participation and/or likeness in connection with the Redemption or violation of the Terms and Conditions.

9. Limitation of Liability

9.1 The Participant’s participation in the Redemption shall be at the Participant’s own risk.

9.2 The Organizer, 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 Redemption, as well as the redemption and/or utilization of any Prize won.

10. General

10.1 The Organizer, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Redemption and the Terms and Conditions where they are unable to do so because of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

10.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Contextual materials) in connection with this Redemption, that relates to the Prize, are the properties of their respective owners. This Redemption and the Organizer are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organizer’s group of companies.

10.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organizer 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 Organizer.

10.4 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 Redemption.

10.5 Where the Terms and Conditions of the Redemption 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.

10.6 The Terms and Conditions of the Redemption shall be construed, governed, and interpreted in accordance the laws of Malaysia.

11. Privacy Notice

11.1 By participating in the “Nestlé Huat It Up 2025 Giant Redemption”, 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

11.2 Dengan menyertai **Nestlé Huat It Up 2025 Giant Redemption**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice