



**BONANZA RAYA, JOM BELI DAN MENANG 2025
TERMS AND CONDITIONS**

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Promotion	BONANZA RAYA, JOM BELI DAN MENANG 2025
Promotion Period	The Promotion starts at 00:00:00 on 13th February 2025 and closes at 23:59:59 on 9th April 2025 .
Eligibility	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”).
Entry Method	<p>1. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Eighteen (RM18.00) (“Minimum Purchase Value”) of any mix of Nescafé 3-in-1, Nescafé Classic Pure Soluble, Nescafé Gold and/or Nescafé Dolce Gusto products (EXCEPT FOR Nescafé RTD, Nescafé Dolce Gusto machine and Nespresso machine) as listed in paragraph 3 (“Participating Products”) in a single receipt (“Proof of Purchase”) at any LOTUS’S outlets (In-store and Lotus’s official online store) (“Participating Outlet”) issued within the Promotion Period.</p> <p>Instore LOTUS’S Outlets Proof of Purchase:</p> <p>a) The Proof of Purchase must be an original printed receipt issued from the point-of-sale system of any Outlet. The Proof of Purchase must bear the name and/or logo of the outlet at which the purchase was made. If this is not available, the Proof of Purchase will need to be stamped with the official company’s stamp of the outlet from which the purchase is made.</p> <p>b) The Proof of Purchase must also bear the date of purchase, Participating Products purchased, purchase amount and receipt number (“Receipt Details”).</p> <p>Official LOTUS’S Online Store Proof of Purchase:</p> <p>a) The Proof of Purchase shall be in the form of a screenshot of the invoice for online purchases made through LOTUS’S official online store. The Proof of Purchase must bear the name and/or logo of LOTUS’S online store from which the online purchases were 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 Participating Products must be the Minimum Purchase Value and above to be qualified.</p> <p>b) The Proof of Purchase must also bear the date of purchase, Participating Products purchased, purchase amount, order and/or invoice number (“Invoice Details”).</p> <p>2. Entries submission via Promotion Website (Online Form):</p> <p>a) Scan the QR code shown on the communication materials displayed at any of the participating Outlets or visit the website (Online Form) at: https://www.nestlehomeofgood.com.my/good-life/happenings/raya-bonanza-jom-beli-dan-menang (“Promotion Website”) to access the online web form.</p> <p>b) Complete the online web form and fill in all the required personal details including a Malaysian registered mobile number compatible with WhatsApp for further communication (“Personal Details”).</p> <p>c) Snap one (1) clear and legible picture/image in jpg or jpeg or png format of the</p>

Proof of Purchase complete with the Receipt or Invoice Details (“Image”).

- d) One (1) Image must contain a picture of one (1) Proof of Purchase only and the Image file must be less than 5MB.
- e) Upload the Image onto the web form and submit (“Entry”). You will receive an acknowledgment message for each Entry submitted successfully.

3. The list of Participating Products are set out below :

- 1) NESCAFÉ CLASSIC (JAR) 50GM
- 2) NESCAFÉ CLASSIC (JAR) 100G
- 3) NESCAFÉ DECAF (JAR) 100G
- 4) NESCAFÉ CLASSIC (JAR) 200G
- 5) NESCAFÉ CLASSIC REFILL PACK 50G
- 6) NESCAFÉ CLASSIC REFILL PACK 100G
- 7) NESCAFÉ CLASSIC REFILL PACK 200G
- 8) NESCAFÉ CLASSIC REFILL PACK 300G
- 9) NESCAFÉ DARK ROAST REFILL PACK 50G
- 10) NESCAFÉ DARK ROAST REFILL PACK 200G
- 11) NESCAFÉ CLASSIC 200g FOC 20g
- 12) NESCAFÉ CLASSIC 300g FOC 30g
- 13) NESCAFÉ 3-IN-1 COFFEE ORIGINAL (5 x 18G)
- 14) NESCAFÉ 3-IN-1 COFFEE ORIGINAL (25 x18G)
- 15) NESCAFÉ 3-IN-1 COFFEE MILD (25 x 18G)
- 16) NESCAFÉ 3-IN-1 COFFEE RICH (25 x 18G)
- 17) NESCAFÉ 3-IN-1 COFFEE WHITE (15 x 32G)
- 18) NESCAFÉ LATTE CARAMEL (20 x 25G)
- 19) NESCAFÉ LATTE CARAMEL (5 x 25G)
- 20) NESCAFÉ LATTE HAZELNUT (20 x 24G)
- 21) NESCAFÉ LATTE MOCHA (15 x 31G)
- 22) NESCAFÉ LATTE 2-IN-1 SALTED CARAMEL (15 x 11G)
- 23) NESCAFÉ LATTE 2-IN-1 CHOCO HAZELNUT (15x11G)
- 24) NESCAFÉ TARIK MIXES (15 x 31G)
- 25) NESCAFÉ KOPI O (15 x 16G)
- 26) NESCAFÉ IPOH MENU WHITE COFFEE ORIGINAL (15 x 33G)
- 27) NESCAFÉ 3-IN-1 LATTE CEREAL MILK (15 X 25G)
- 28) NESCAFÉ 3-IN-1 COFFEE ORIGINAL FOC 3S (28 x 18G)
- 29) NESCAFÉ GOLD ORIGINAL 50G
- 30) NESCAFÉ GOLD ORIGINAL 100G
- 31) NESCAFÉ GOLD DECAF 100G
- 32) NESCAFÉ GOLD ORIGINS CAP COLUMBIA JAR 100G
- 33) NESCAFÉ GOLD ORIGINS ALTA RICA 100G
- 34) NESCAFÉ GOLD ORIGINAL 200G
- 35) NESCAFÉ GOLD ORIGINAL REFILL PACK 170G
- 36) NESCAFÉ GOLD AMERICANO (12 x11G)
- 37) NESCAFÉ GOLD DARK LATTE (12 x 34G)
- 38) NESCAFÉ GOLD CREAMY LATTE (12 x 33G)
- 39) NESCAFÉ GOLD STICKBOX (20 x 2G)
- 40) NESCAFÉ GOLD 2-IN-1 CAFE WHITE (12x16g)
- 41) NESCAFÉ DOLCE GUSTO GRANDE INTENSO 132.8G
- 42) NESCAFÉ DOLCE GUSTO FLAT WHITE 187.2G
- 43) NESCAFÉ DOLCE GUSTO CHOCOCINO 16S
- 44) NESCAFÉ DOLCE GUSTO CAFE AU LAIT 16S
- 45) NESCAFÉ DOLCE GUSTO ESPRESSO INTENSO 16S
- 46) NESCAFÉ DOLCE GUSTO CAPPUCINO 16S
- 47) NESCAFÉ DOLCE GUSTO LATTE MACCHIATO 16S
- 48) NESCAFÉ DOLCE GUSTO AMERICANO 16S

4. The method of participation in the Promotion is via Website or Online Form submission only. All other methods of submission will be disqualified. Participants may submit as many Proofs of Purchase as they wish but each unique Proof of Purchase is ONLY

	<p>eligible for one (1) entry submission.</p> <p>5. The Organiser will extract all Entries received for further processing, verification and qualifying. All Entries will be checked for duplicates based on the Participant's full name, MyKad number and mobile number submitted. 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 shall be disqualified by the Organiser.</p> <p>6. Each Proof of Purchase with a Minimum Value of Ringgit Malaysia Eighteen (RM18.00) shall constitute as (1) one qualified Entry and one (1) serial number will be allocated automatically for each qualified Entry received throughout the Promotion Period [each a "Qualified Entry" and collectively the "Qualified Entries"].</p> <p>7. The Organiser will allocate serial numbers according to the purchase amount as stated in the Proof of Purchase submitted up to a maximum of five (5) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Proof of Purchase has been allocated. For example:</p> <p>(a) For Proof of Purchase with RM18.00 worth of Participating Products, one (1) serial number will be given.</p> <p>(b) For Proof of Purchase with RM54.00 worth of Participating Products, three (3) serial numbers will be given.</p> <p>(c) For Proof of Purchase with RM120.00 worth of Participating Products, five (5) serial numbers will be given.</p> <p>8. The Organiser does not accept any alteration of Proof of Purchase in any form. Handwritten receipt, purchase order and/or delivery note will not be accepted as Proof of Purchase.</p> <p>9. 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 prize forfeiture.</p>
Entry Deadline	All Entries must be received by the Organiser on or before 23:59:59 on 9th April 2025 . Any Entry received outside the Promotion Period shall be automatically disqualified.
Prize(s)	<p>Prizes A total of one hundred seventy-nine [179] Prizes are to be won throughout the Promotion Period.</p> <p>Grand Prize 20 Grams Habib Gold Bar (Fine Gold 999.9) x 1 winner (A total of only one (1) winner for 20 Grams Habib Gold Bar (Fine Gold 999.9) prize worth RM 8,550.00)</p> <p>First Prize Lotus's Cash Voucher worth RM1,500.00 each x 3 winners (A total of only three (3) winners for Lotus's Cash Voucher prize worth RM 1,500.00 each)</p> <p>Consolation Prize Lotus's Cash Voucher worth RM200 each x 175 winners (A total of one hundred seventy-five (175) winners for Lotus's Cash Voucher prize worth RM 200.00 each)</p> <p>Each participant is eligible to win a maximum of two (02) prizes only during the Promotion Period;</p> <ul style="list-style-type: none"> • One (1) x Consolation Prize and one (1) x Grand Prize, or • One (1) x Consolation Prize and one (1) x First Prize

The list of winners will also be announced on the Organiser's official website: <https://www.nestlehomeofgood.com.my/good-life/happenings/raya-bonanza-jom-beli-dan-menang>

Judging details

Entries will be verified based on the following:

1. All required personal details have been provided for the Promotion (**Full Name, MyKad Number and Contact Number**);
2. A clear snapshot of the Proof of Purchase indicating the Participating Product(s), receipt number, date of purchase within the Promotion Period, purchase value and outlet name has been provided for;
3. No alteration or duplication in any form made to the Proof of Purchase;
4. Handwritten receipt, purchase orders and delivery notes will not be accepted as Proof of Purchase.

WINNER SELECTION AND SHORTLISTING METHOD:

A. Grand Prize: 1 x 20 Grams Habib Gold Bar (Fine Gold 999.9) worth RM8,550

There is **one [1] x 20 Grams Habib Gold Bar (Fine Gold 999.9) worth RM8,550** to be won throughout the Promotion period.

As part of the Grand Prize shortlisting winner selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser 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".

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 the Total Qualified Entries received throughout the Promotion period is **8338**, the Organiser will compute and select the shortlisted winners based on the following example:

$$8,338 \div 2 = \underline{4,169}^*$$

The Grand Prize shortlisted winner is the 4169th serial number entry. Total of **1 winner** will be selected throughout the **Promotion Period**.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

B. First Prize: 3 x Lotus's Cash Voucher worth RM1,500 each

There are **three [3] x Lotus's Cash Vouchers worth RM1,500 each** to be won throughout the Promotion period.

As part of the Second Prize shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser 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".

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"] and with the subtraction of Grand Prize Winner's Entry/ies. Assuming the Total Qualified Entries received throughout the Promotion Period is **8338**, the Organiser will compute and select the shortlisted winners based on the following example:

Assuming Grand Prize winner's entries = *15 entries;

$$8,338 - 15 = 8,323 \div 3 = \underline{2774.33} *$$

The Second Prize shortlisted entry is the 2774 serial number entry. Example of the shortlisted winning serial numbers; 2774*, 5548*, and 8322.

Total of **3 winners** will be selected throughout the **Promotion Period**.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

C. Consolation Prize: 175 x Lotus's Cash Voucher worth RM200.00 each

There are **one hundred seventy-five [175] x Lotus's Cash Voucher worth RM200.00 each to be won** throughout the Promotion Period.

As part of the Consolation Prize shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser 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".

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"] and with the subtraction of Grand Prize and First Winner's Entry/ies. Assuming the Total Qualified Entries received throughout the Promotion Period is **8338**, the Organiser will compute and select the shortlisted winners based on the following example:

$$\text{Assuming Grand and First Prize winner's entries} = *15 \text{ entries} + *89 \text{ entries};$$
$$8,338 - 104 = 8,234 \div 175 = \underline{47} *$$

Example of the shortlisted winning serial numbers; 47*, 94*, 141*, 188*, 235*, 282*, 329*, 376*, 423*, 470* and so forth.

Total of **175 winners** will be selected throughout the Promotion Period.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

Shortlisted Entries

Shortlisted winners selected based on the serial number selection method will be informed or contacted via WhatsApp from the Promotion WhatsApp number **013-611 3001** to the mobile number from which the Organiser received the Entry or as stated in the Online form submission to answer a simple Promotion question.

Shortlisted winners must reply and provide the correct answer via WhatsApp to the Promotion WhatsApp number **013-611 3001** within the stipulated time frame to be eligible to win the prize. Failing which, will result in forfeiture of the prize and the next shortlisted winner shall be selected as replacement. The Organiser will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons.

Upon receipt of the correct answer from the shortlisted winners ("Qualified Winners"), the Qualified Winners will be contacted via WhatsApp from number **013-611 3001** to notify them of their correct answer and to check for winner's announcement at :

<https://www.nestlehomeofgood.com.my/good-life/happenings/raya-bonanza-jom-beli-dan-menang>

<p>Additional Terms</p>	<ol style="list-style-type: none"> 1. All Prizes will be processed for fulfilment to the winners within six (6) to eight (8) weeks from the Promotion Period end date: 13 March 2025. The Organiser reserves the rights to extend the timeline stated under this clause owing to reasons beyond the control of the Organiser. 2. The Prizes must be claimed within three (3) months from the date of the announcement or notice of the claim of the Prize whichever is earlier failing which will result in disqualification and forfeiture of the Prizes. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. 3. Winners will be contacted via WhatsApp from the Promotion number 013-611 3001 to inform them of their winning status. The Organiser will not be held liable if the qualified winners cannot be reached for any reason. 4. For Grand Prize - 20 Grams Habib Gold Bar (Fine Gold 999.9), the Organizer will be contacting the winners to obtain confirmation of collection of the prize from the nearest Habib outlet to the winner. Winners will be given a redemption letter with a validity of 3 months from the date of issuance (letter bearing the preferred Habib outlet address, winner's name and a unique reference number). The original redemption letter must be presented to the Habib outlet for the Prize collection. 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. No representative or third party is allowed to collect the Prize on behalf of the winner. 5. The Prizes which are in the form Lotus's cash vouchers can be redeemed at any Lotus's Stores Malaysia check-out counters, except Lotus's Online Shopping. The vouchers are valid for one (1) year from the issuance date and are subject to the terms and conditions established by Lotus's Stores (M) Sdn Bhd. For full details, please refer to the Terms & Conditions at; https://corp.lotuss.com.my/voucher/terms-and-conditions 6. The Organiser 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 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. 7. 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.
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This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, 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 familymembers (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

5. Disqualification

5.1 The following entries will be disqualified:

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

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

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

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

6. Prizes

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

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

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

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

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

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

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

If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

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

7. Publicity

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

8. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Promotion and any derivative works arising 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 Organiser in accordance with the Privacy Notice in www.nestle.com.my/info/privacy_notice.
- 12.2 Dengan menyertai Promosi ini, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di www.nestle.com.my/info/privacy_notice