



NESTLÉ Gold ONG (3rd-28th January, 2025)

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd.																																														
Promotion	NESTLÉ Gold ONG																																														
Promotion Period	3 rd January 2025 to 28 th January 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.																																														
Participating AEON BIG OUTLETS	<p>ALL [22] STORE</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>Store Name</th> </tr> </thead> <tbody> <tr><td>1</td><td>AEON BIG SUBANG JAYA</td></tr> <tr><td>2</td><td>AEON BIG WANGSA MAJU</td></tr> <tr><td>3</td><td>AEON BIG SRI PETALLING</td></tr> <tr><td>4</td><td>AEON BIG PENANG</td></tr> <tr><td>5</td><td>AEON BIG MID VALLEY</td></tr> <tr><td>6</td><td>AEON BIG PUTRAJAYA</td></tr> <tr><td>7</td><td>AEON BIG KEPONG</td></tr> <tr><td>8</td><td>AEON BIG BATU PAHAT</td></tr> <tr><td>9</td><td>AEON BIG KLANG</td></tr> <tr><td>10</td><td>AEON BIG AMPANG</td></tr> <tr><td>11</td><td>AEON BIG KUANTAN</td></tr> <tr><td>12</td><td>AEON BIG SUTERA MALL</td></tr> <tr><td>13</td><td>AEON BIG TUN HUSSEIN ONN</td></tr> <tr><td>14</td><td>AEON BIG BUKIT RIMAU</td></tr> <tr><td>15</td><td>AEON BIG SHAH ALAM</td></tr> <tr><td>16</td><td>AEON BIG PUCHONG UTAMA</td></tr> <tr><td>17</td><td>AEON BIG BUKIT MINYAK</td></tr> <tr><td>18</td><td>AEON BIG KLUANG</td></tr> <tr><td>19</td><td>AEON BIG IPOH</td></tr> <tr><td>20</td><td>AEON BIG DANAU KOTA</td></tr> <tr><td>21</td><td>AEON BIG JAYAONE</td></tr> <tr><td>22</td><td>AEON BIG PALM MALL</td></tr> </tbody> </table>	NO.	Store Name	1	AEON BIG SUBANG JAYA	2	AEON BIG WANGSA MAJU	3	AEON BIG SRI PETALLING	4	AEON BIG PENANG	5	AEON BIG MID VALLEY	6	AEON BIG PUTRAJAYA	7	AEON BIG KEPONG	8	AEON BIG BATU PAHAT	9	AEON BIG KLANG	10	AEON BIG AMPANG	11	AEON BIG KUANTAN	12	AEON BIG SUTERA MALL	13	AEON BIG TUN HUSSEIN ONN	14	AEON BIG BUKIT RIMAU	15	AEON BIG SHAH ALAM	16	AEON BIG PUCHONG UTAMA	17	AEON BIG BUKIT MINYAK	18	AEON BIG KLUANG	19	AEON BIG IPOH	20	AEON BIG DANAU KOTA	21	AEON BIG JAYAONE	22	AEON BIG PALM MALL
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Instore Redemption	<p>a. Purchase Thirty Eight [RM38] and above of any Nestlé products EXCEPT infant formula products (LACTOGEN 1&2, NAN 1&2, NAN HA 1&2), MILO 3.2kg, NESCAFÉ 500g, MAGGI Nestlé Professional products, NUTREN products, PURINA Petcare, NESCAFÉ DOLCE GUSTO and STARBUCKS</p>																																														

	<p>(“Participating Products”) in one single receipt to redeem [1] unit of Jasmine Sunwhite 400g (“Participating Premium”)</p> <p>b. A total of six thousand two hundred [6,200] of Participating Premium are available for redemption “on a first come; first serve” each day during the Promotion Period based on the AEON BIG outlet location as specified.</p>																												
<p>Entry Method</p>	<p>(a) Redemption</p> <ol style="list-style-type: none"> 1. Participants may redeem the Participating Premium ONLY at the AEON BIG branch where they purchased the Participating Products during the Promotion Period. Redemption is NOT permitted with purchase receipts from other AEON BIG branches or non-participating outlets; nor is it allowed after the Promotion Period. 2. Only receipts issued from the point of sales system of the relevant Participating AEON BIG Outlet (“Original Receipt”) will be accepted. The Original Receipt must bear the date of purchase, the Participating Products purchased, purchase amount, Original Receipt number and the name of the Participating AEON BIG Outlet. 3. Present the Original Receipt to the customer service counter at the Participating AEON BIG Outlet from which the purchase of the Participating Products was made. (“Receipt Details”). 4. Upon the Participant’s successful redemption of the Participating Premium, the Original Receipt will be stamped as “Redeemed” by customer service. Participant will not be able to use the same Original Receipt for any future redemption. 5. Each eligible Participant is allowed to only redeem a maximum of one (1) Participating Premium throughout the Promotion Period in one (1) single Original Receipt. <p>(b) Happy Hour</p> <ol style="list-style-type: none"> 1. During the Promotion Period, the Organiser will carry out a surprise “Happy Hour” sessions by the Organiser’s on-ground “Push Promoters” at selected participating AEON BIG outlets based on the locations and dates below (“Participating Happy Hour Outlets”), at any hour of the Organiser’s choice <table border="1" data-bbox="379 1570 1519 1877"> <thead> <tr> <th>No</th> <th>Region</th> <th>Participating Happy Hour Outlet</th> <th>Scheduled Promotion Dates</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CENTRAL</td> <td>AEON BIG WANGSA MAJU</td> <td>4-5 JAN, 10-12 JAN</td> </tr> <tr> <td>2</td> <td>CENTRAL</td> <td>AEON BIG SUBANG</td> <td>4-5 JAN, 18-19 JAN</td> </tr> <tr> <td>3</td> <td>CENTRAL</td> <td>AEON BIG KEPONG</td> <td>4-5 JAN, 11-12 JAN</td> </tr> <tr> <td>4</td> <td>CENTRAL</td> <td>AEON BIG AMPANG</td> <td>18-19 JAN, 25-26 JAN</td> </tr> <tr> <td>5</td> <td>SOUTHERN</td> <td>AEON BIG BATU PAHAT</td> <td>18-19 JAN, 25-26 JAN</td> </tr> <tr> <td>6</td> <td>SOUTHERN</td> <td>AEON BIG SUTERA MALL</td> <td>11-12JAN, 25-26JAN</td> </tr> </tbody> </table> <ol style="list-style-type: none"> 2. Participants with a minimum purchase of Ringgit Malaysia Forty-Six (RM 46) of any Participating Products in a single receipt from any the Participating 	No	Region	Participating Happy Hour Outlet	Scheduled Promotion Dates	1	CENTRAL	AEON BIG WANGSA MAJU	4-5 JAN, 10-12 JAN	2	CENTRAL	AEON BIG SUBANG	4-5 JAN, 18-19 JAN	3	CENTRAL	AEON BIG KEPONG	4-5 JAN, 11-12 JAN	4	CENTRAL	AEON BIG AMPANG	18-19 JAN, 25-26 JAN	5	SOUTHERN	AEON BIG BATU PAHAT	18-19 JAN, 25-26 JAN	6	SOUTHERN	AEON BIG SUTERA MALL	11-12JAN, 25-26JAN
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	<p>Happy Hour Outlets based on the relevant Scheduled Promotion Date as specified above, will be eligible to redeem one (1) Nestlé product from the on-ground “Push Promoter”.</p> <ol style="list-style-type: none"> 3. Any redemption of Nestlé product by the eligible Participant must be completed during the relevant “Happy Hour” carried out by the Organiser. 4. Each eligible Participant is allowed to only redeem a maximum of one (1) Nestlé Product only throughout the Promotion Period. 5. A total of two thousand [2000] unit of Nestle Product(s) of varied value are available for redemption “on a first come; first serve” each day during the Promotion Period based on the AEON BIG outlet location as specified.
<p>Additional terms</p>	<ol style="list-style-type: none"> 1. The Organiser shall reserve the right at its absolute discretion to substitute any of the premium stated with another premium of similar value, at any time without prior notice. All premium(s) are provided on an “as is” basis and are not exchangeable for credit, other items or voucher in part or in full. 2. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Promotion or Premium redemption 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. 3. The Organiser will not entertain any premium redemption claim by any Participant where the purchase receipt submitted is NOT from AEON BIG Outlet(s).

*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.
- 2.4 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.
- (c) 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 Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.