



Good food, Good life

## **TERMS AND CONDITIONS**

### **A. Schedule to Conditions of Entry**

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. (197901000966).																																														
2. <b><u>Promotion:</u></b>	PROMOSI BELI & TEBUS FIGURA KOLEKSI EKSKLUSIF NESTLÉ READY-TO-DRINK (RTD)																																														
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 23/02/2025 and closes at 23:59:59 on 19/04/2025.																																														
4. <b><u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of <b>Malaysia</b> aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia.																																														
5. <b><u>Participating Products:</u></b>	<p>Please refer below for the list of participating NESTLÉ RTD products (“Participating Products”):</p> <table border="1"><thead><tr><th><b>Prod Group</b></th><th><b>No</b></th><th><b>Product</b></th></tr></thead><tbody><tr><td rowspan="13"><b>CAN DRINKS</b></td><td>1</td><td>MILO Can 240ml</td></tr><tr><td>2</td><td>MILO ICE Can 240ml</td></tr><tr><td>3</td><td>MILO KAW Can 240ml</td></tr><tr><td>4</td><td>NESCAFÉ Original Can 240ml</td></tr><tr><td>5</td><td>NESCAFÉ Mocha Can 240ml</td></tr><tr><td>6</td><td>NESCAFÉ Latte Can 240ml</td></tr><tr><td>7</td><td>NESCAFÉ Tarik Can 240ml</td></tr><tr><td>8</td><td>NESCAFÉ Ice Can 240ml</td></tr><tr><td>9</td><td>NESCAFÉ Kopi-O Can 240ml</td></tr><tr><td>10</td><td>NESCAFÉ Kopi-C Can 240ml</td></tr><tr><td>11</td><td>NESCAFÉ GOLD Latte Can 240ml</td></tr><tr><td>12</td><td>NESCAFÉ GOLD Black Can 240ml</td></tr><tr><td>13</td><td>LIVELY Lemon Guarana Tea Can 240ml</td></tr><tr><td rowspan="4"><b>UHT DRINKS</b></td><td>14</td><td>MILO UHT 125ml; 200ml and 1l</td></tr><tr><td>15</td><td>MILO CALCIUM PLUZ UHT 200ml</td></tr><tr><td>16</td><td>GOODNES Dairy Free Almond &amp; Oat UHT 1L</td></tr><tr><td>17</td><td>GOODNES Dairy Free Oat UHT 1L</td></tr><tr><td rowspan="3"><b>PET BOTTLES</b></td><td>18</td><td>NESCAFÉ Iced Caffe Latte 500ml</td></tr><tr><td>19</td><td>NESCAFÉ Iced Cappuccino 500ml</td></tr><tr><td>20</td><td>NESCAFÉ Iced Chococino 500ml</td></tr></tbody></table>	<b>Prod Group</b>	<b>No</b>	<b>Product</b>	<b>CAN DRINKS</b>	1	MILO Can 240ml	2	MILO ICE Can 240ml	3	MILO KAW Can 240ml	4	NESCAFÉ Original Can 240ml	5	NESCAFÉ Mocha Can 240ml	6	NESCAFÉ Latte Can 240ml	7	NESCAFÉ Tarik Can 240ml	8	NESCAFÉ Ice Can 240ml	9	NESCAFÉ Kopi-O Can 240ml	10	NESCAFÉ Kopi-C Can 240ml	11	NESCAFÉ GOLD Latte Can 240ml	12	NESCAFÉ GOLD Black Can 240ml	13	LIVELY Lemon Guarana Tea Can 240ml	<b>UHT DRINKS</b>	14	MILO UHT 125ml; 200ml and 1l	15	MILO CALCIUM PLUZ UHT 200ml	16	GOODNES Dairy Free Almond & Oat UHT 1L	17	GOODNES Dairy Free Oat UHT 1L	<b>PET BOTTLES</b>	18	NESCAFÉ Iced Caffe Latte 500ml	19	NESCAFÉ Iced Cappuccino 500ml	20	NESCAFÉ Iced Chococino 500ml
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<p>6. <b><u>Participating Outlets:</u></b></p>	<p>Participants may make purchases at all in-store outlets and online merchants that carry NESTLÉ RTD Participating Products.</p>																
<p>7. <b><u>Participation Method:</u></b></p>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Five (RM5) (“Minimum Purchase”) of any Participating Products in a single original receipt from any instore outlets (“Receipt”) and/or invoice screenshot from any online platform (“Invoice”) during the Promotion Period.</p> <p>b. <u>Instore Outlets Receipts:</u></p> <ul style="list-style-type: none"> <li>i. The Receipt can come in the form of printed receipts from point-of-sale systems for instore outlet purchases.</li> <li>ii. The Receipt must bear the date of purchase, Participating Products purchased, Participating Products purchase amount, Receipt number, and the name and/or logo of the outlet at which the purchase was made, or alternatively, be stamped with the outlet’s official company stamp if the name and/or logo is not available.</li> <li>iii. Hand-written receipts are not allowed. All Receipts must be generated through a valid point-of-sale systems and include the required Receipt Details as outline above.</li> </ul> <p>c. <u>Online Merchants Invoice:</u></p> <ul style="list-style-type: none"> <li>i. The Invoice can be in the form of a screenshot of invoice for online purchases from any online merchants. 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 qualify.</li> <li>ii. The Invoice must also bear the date of purchase, Participating Products purchased, Participating Products purchase amount, invoice number, and name and/or logo of the online merchant (“Invoice Details”) at which the online purchase was made.</li> </ul> <p>d. During the stamp collection process, the Organiser will allocate stamps according to the total purchase amount as stated in the submitted receipt. This allocation will follow the guideline of one (1) Digital Stamp for every RM5 spent on Participating Products, up to a maximum of thirty (30) stamps per receipt. Any balance amount exceeding RM150.00 in a single receipt will not qualify for</p>																

additional stamps and will be forfeited. Each Receipt and/or Invoice will be treated individually, and totals from multiple Receipts and/or Invoice will not be combined or aggregated. For every Ringgit Malaysia Five (RM5) spent on Participating Products, the Organiser will allocate one (1) Digital Stamp.

For example:

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

- For a purchase of RM5.00 in a single receipt: One (1) Digital Stamp will be allocated.
- For a purchase of RM20.00 in a single receipt: Four (4) Digital Stamps will be allocated.
- For a purchase of RM150.00 or more in a single receipt: Thirty (30) Digital Stamps will be allocated (maximum per receipt).

- e. Participants may submit as many receipts as they wish throughout the Promotion Period to collect the Digital Stamps. Each participant can only create one (1) account based on their valid identification document. Each unique participant is defined as an individual with a distinct identification number (National Registration Identity Card (MyKad), or Police or Armed Forces ID, or valid passport, or MyPR).
- f. Upon collecting six (6) Digital Stamps, participants will unlock the redeem button, allowing them to claim one (1) NESTLÉ RTD Koleksi Eksklusif Figurines.
- g. There is only one (1) method of participation in the Promotion which is **via Promosi Beli & Tebus Figura Koleksi Eksklusif Nestlé RTD Campaign Website**. All other methods of submission will be disqualified.
- h. The Organiser shall reserve the right to disqualify any Receipt and/or Invoice which is illegible, with incomplete details, is 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 Receipt and/or Invoice if the Organiser suspects that a Participant submitted a Receipt and/or Invoice which is fraudulent, forged, falsified or is issued over Participating Products which has not been purchased in accordance with the terms and conditions herein.
- i. Entries submission via Website:
  - i. Visit the Promotion Website at: [www.koleksiexklusifnestle.com](http://www.koleksiexklusifnestle.com) or click on the URL from any of the communication materials sent by the Organiser and complete the Web Form.
  - ii. To collect Digital Stamps for the Promotion, Participants must first create an account by filling in all the required personal details (“Personal Details”) during the registration process. This includes a valid identification document and a Malaysian-registered mobile number. For subsequent logins, Participants can access their account using their registered mobile number and the password they created.

	<ul style="list-style-type: none"> <li>iii. Take a clear and legible picture/image in JPG, JPEG, PNG, or PDF format (“Image”) of the Proof of Purchase (POP). Ensure the Image includes the required Receipt Details and/or the Invoice Details. The Image file size must not exceed 5MB.</li> <li>iv. Upload the Image to the Web Form. Verify and/or edit the Receipt/Invoice Number, Purchase Date and/or Purchased Product fields if necessary, then click ‘Submit’ to finalize the Entry.</li> <li>v. Upon successful submission, you will receive an acknowledgment message confirming that your Entry has been submitted. Acknowledgment of submission does not equate to stamp collection. The Organiser will review the submitted receipts, and upon validation of the Proof of Purchase, stamps will be allocated within 24 hours to 48 hours (turnaround time for receipt moderation). Participants can log in to their account on the Promotion Website to check the status of their receipts and the corresponding stamp allocation.</li> <li>vi. In the event of Receipt/Invoice rejection, Participants can check the status via their account and can resubmit a valid receipt within the Promotion Period.</li> </ul> <p>j. The Organiser will extract all Entries received for further processing, verification and qualifying. The Organiser shall reserve the right to disqualify any Entries that is not in compliance with this terms and conditions, including without limitation, 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>k. The Organiser shall reserve the right to request for evidence of the original Proof of Purchase hardcopy for verification and redemption. Failure to produce the original Proof of Purchase upon request will result in disqualification and forfeiture.</p>
<p>8. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 19/04/2025. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>9. <b><u>Redemption Details:</u></b></p>	<ul style="list-style-type: none"> <li>a. There is a total of three hundred thousand (300,000) NESTLÉ RTD Koleksi Eksklusif Figurines to be redeemed throughout the Promotion Period.</li> <li>b. Each Participant is eligible to redeem up to fifteen (15) NESTLÉ RTD Koleksi Eksklusif Figurines throughout the Promotion Period, provided they meet the campaign requirements.</li> <li>c. Redemption can only be completed at NESTLÉ RTD On-ground Roadshows based on the published roadshow schedule and locations. Participants must log in to their account, unlock the redeem button upon collecting six (6) stamps, and</li> </ul>

	<p>select their preferred roadshow for redemption. Upon successful submission for redemption, Participants must log in to their account to retrieve their Unique Redemption Code in both QR Code and alphanumeric formats.</p> <p>d. During redemption at the selected roadshow, Participants are required to present their Unique Redemption Code to the on-ground promoters for validation. Failure to provide the valid Unique Redemption Code will result in an unsuccessful redemption attempt.</p> <p>e. On-the-spot submission of receipts [be it digital or physical copy] will not be allowed. Participants must follow the twenty four (24) to forty eight (48) hours turnaround time for receipt approval before proceeding with redemption.</p> <p>f. In the event of roadshow cancellation or unavailability, the Organiser reserves the right to provide an alternative redemption location or method.</p>
<p><b>10. <u>Additional Terms:</u></b></p>	<p>a. The NESTLÉ RTD Koleksi Eksklusif Figurines are distributed in a Blind Box format. Participants are unable to choose which figurine they will receive. The contents of the Blind Box are random, and participants will receive what is provided.</p> <p>b. Upon receiving the NESTLÉ RTD Koleksi Eksklusif Figurines, whether participants choose to open it or keep it unopened, the Blind Box figurine provided on an "as is" basis and are not exchangeable for credit, other items or voucher in part or in full. is non-exchangeable and cannot be refunded for cash or any other form of compensation.</p> <p>c. Redemption of the NESTLÉ RTD Koleksi Eksklusif Figurines is strictly on a first-come, first-served basis. Once all Blind Boxes have been fully redeemed, the redemption campaign will officially end. All collected stamps are valid only for this Promotion Period and cannot be transferred or carried forward to future campaigns.</p> <p>d. Redemption must be completed via the on-ground roadshows within the Promotion Period. Failure to redeem within this period will result in the forfeiture of all stamps collected by the Participant</p> <p>e. The Organiser reserves the right to request Participants to provide accurate personal details (including full name, identification number, and mobile number), a photocopy of their identification document, and the original hardcopy Proof of Purchase for verification prior to Redemption fulfilment. Failure to comply with any request or submission of inaccurate or falsified details or documents will result in disqualification and forfeiture of the Redemption. Additionally, the Organiser reserves the right to forfeit the NESTLÉ RTD Koleksi Eksklusif Figurines if the Proof of Purchase is found to be forged, falsified, or pertains to Products not genuinely purchased.</p>

	<p>f. All unclaimed NESTLÉ RTD Koleksi Eksklusif Figurines after the Promotion end date set by the Organiser will be forfeited.</p> <p>g. The Organiser shall reserve the right at its absolute discretion to substitute any of the NESTLÉ RTD Koleksi Eksklusif Figurines stated with another premium of similar value, at any time without prior notice.</p> <p>h. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Promotion or NESTLÉ RTD Koleksi Eksklusif Figurines or 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.</p> <p>i. Any other additional costs (i.e.: travel expenses, transportation cost,) involved to redeem or collect the prize shall be borne by the Participant at their own cost.</p>
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*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at [www.koleksieksklusifnestle.com](http://www.koleksieksklusifnestle.com), 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](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](https://www.nestle.com.my/info/privacy_policy/privacy_bm).