

IMPORTANT NOTICE: PROGRAM BELI & TEBUS NUTREN GLUCOBALANCE ["PROMOTION"] CHANGES TO TERMS AND CONDITIONS

These changes [Version 1.1] to the Terms and Conditions Version 1 – Clauses 3, 6 and 7 [https://nestlmalaysianew5.qualifioapp.com/quiz/1470206 3108/NutrenGlucoBalance eWall et.html] in respect of the Promotion shall take effect immediately and supersede to the extent of any inconsistency with the Terms and Conditions.

TERMS AND CONDITIONS [VERSION 1.1]

A: Schedule to Conditions of Entry

3. Promotion Period:	The Promotion starts at 00:00:00 on 1st September 2024 and closes at 23:59:59 on 31st August 2025.
6. Entry Deadline:	All Entry(ies) must be received by the Organiser on or before 23:59:59 on 31st August 2025. Any Entry received outside the Promotion Period will be automatically disqualified.
7.	Judging Details
Redemption	a. All required personal details have been provided for the Promotion.
Details	 b. Clear snapshot of the Proof of Purchase indicating the Products, receipt number, date, purchase value and outlet name. c. Validity of the purchase date. d. No alteration of receipt in any form; Store name and location, item purchased, prices and transaction date.
	e. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.
	SELECTION METHOD
	A. For each Qualified Entry received, the Participant may redeem one [1] Touch 'n Go e-Wallet Reload PIN based on the Minimum Value of the participating NUTREN GlucoBalance Twin Pack 800g (promo pack) in the single receipt submitted, for example:

- i. Single receipt with the NUTREN GlucoBalance Twin Pack 800g (promo pack) ("Minimum Value") and above will entitle participant to redeem one (1) Touch 'n Go e-Wallet Reload PIN worth RM15.00 only.
- B. Each participant (by unique contact number) is eligible to redeem a maximum of two (2) Touch 'n Go e-Wallet Reload PIN only throughout the Promotion Period.
- C. The Redemption is limited to the first four thousand five hundred [4500] qualified Entries received throughout the Promotion Period. In the event, the total four thousand five hundred [4500] Touch 'n Go e-Wallet Reload PIN are completely redeemed prior to the expiry of the Promotion Period; the Organiser will update the status in the Promotion Website https://www.nestlehomeofgood.com.my/good-deals/nutrenglucobalance ewallet
- D. The Organiser will reply with a **Redemption Entry Status** text message (successful or unsuccessful redemption) within three (3) working days from the date of submission of Entry via the Promotion Official WhatsApp Number **019-4084199** to the mobile number from which the Organiser received or provided in the Entry.
- E. Submissions received on the final day of the Campaign Period (e.g., 31st August 2025) that are deemed invalid due to unclear receipts or missing personal information only will be given one (1) off extra three (3) working days for resubmission, failing which such Entry shall be automatically disqualified.

TERMS AND CONDITIONS [VERSION 1]

A. Schedule to Conditions of Entry

1. Organiser:	Nestlé Products Sdn. Bhd. [197901000966].
2. <u>Promotion:</u>	PROGRAM BELI & TEBUS NUTREN GLUCOBALANCE.
3. <u>Promotion</u> <u>Period:</u>	The Promotion starts at 00:00:00 on 1 st September 2024 and closes at 23:59:59 on 28 th Feb 2025.
4. Eligibility:	The Redemption is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period ("Participant").
5. Entry Method	To participate in the Promotion, purchase One (1) promo pack ("Minimum Value") of NUTREN GlucoBalance Twin Pack 800g ("Products") in a single receipt ("Proof of Purchase") within the Promotion Period from any participating pharmacies. Receipt ("Proof of Purchase"). i. The receipt can come in the form of printed receipts from the respective instore outlets point-of-sale systems. The receipts must also bear the date of purchase, Products purchased, purchase amount, receipt number and name and/or logo of the Outlet ["Receipt Details"].

- ii. Snap one [1] clear and legible picture/image in jpg or jpeg or png format ["Image"] of the Proof of Purchase with the Receipt Details.
- iii. One [1] Image must contain a picture of one [1] Receipt only and the Image file must be less than 2MB.

There are two (2) way of entry method

a. Online Form Submission

Scan the QR code shown on the communication materials at the promo pack and fill up all the data fields in the Promotion entry online form or at https://nestlmalaysianew5.qualifioapp.com/quiz/1470206 3108/NutrenGl ucoBalance eWallet.html and upload a clear picture of the Proof of Purchase and click submit ("Entry").

b. WhatsApp Submission

Send a clear picture of the Proof of Purchase together with the full name (as per MyKad) and MyKad Number. e.g., *Wong Yeung Ling, 851120-08-4881*. ("Entry") to the Organiser's dedicated WhatsApp **019-4084199** ("Promotion WhatsApp Number").

- c. The Organiser will reply with an autoreply to acknowledgment message via the promotion website upon each online entry received.
- d. Participants may submit as many entries as they wish but each unique Proof of Purchase is ONLY eligible for One [1] entry submission.
- e. Each Entry received will be verified and approved by the Organiser to be a Qualified Entry throughout the Promotion Period [each a "Qualified Entry" and collectively the "Qualified Entries"].
- f. The Organiser shall reserve the right to disqualify any entries with unclear receipt, incomplete Entry, illegible, reprinted receipt and/or duplicated receipt and/or containing more than one [1] receipt will be disqualified without further notification to the Participants.
- g. 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.

6. **Entry Deadline:**

All Entry(ies) must be received by the Organiser on or before 23:59:59 on **28**th **Feb 2025**. Any Entry received outside the Promotion Period will be automatically disqualified.

7. Redemption Details

Judging Details

a. All required personal details have been provided for the Promotion.

- b. Clear snapshot of the Proof of Purchase indicating the Products, receipt number, date, purchase value and outlet name.
- c. Validity of the purchase date.
- d. No alteration of receipt in any form; Store name and location, item purchased, prices and transaction date.
- e. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.

SELECTION METHOD

- A. For each Qualified Entry received, the Participant may redeem one [1] Touch 'n Go e-Wallet Reload PIN based on the **Minimum Value** of the participating NUTREN GlucoBalance Twin Pack 800g (promo pack) in the single receipt submitted, for example:
 - Single receipt with the NUTREN GlucoBalance Twin Pack 800g (promo pack) ("Minimum Value") and above will entitle participant to redeem one (1) Touch 'n Go e-Wallet Reload PIN worth RM15.00 only.
- B. Each participant (by unique contact number) is eligible to redeem a maximum of two (2) Touch 'n Go e-Wallet Reload PIN only throughout the Promotion Period.
- C. The Redemption is limited to the first four thousand five hundred [4500] qualified Entries received throughout the Promotion Period. In the event, the total four thousand five hundred [4500] Touch 'n Go e-Wallet Reload PIN are completely redeemed prior to the expiry of the Promotion Period; the Organiser will update the status in the Promotion Website https://www.nestlehomeofgood.com.my/good-deals/nutrenglucobalance_ewallet
- D. The Organiser will reply with a **Redemption Entry Status** text message (successful or unsuccessful redemption) within three (3) working days from the date of submission of Entry via the Promotion Official WhatsApp Number **019-4084199** to the mobile number from which the Organiser received or provided in the Entry.
- E. Submissions received on the final day of the Campaign Period (e.g., 28th February 2025) that are deemed invalid due to unclear receipts or missing personal information only will be given one (1) off extra three (3) working days for resubmission, failing which such Entry shall be automatically disqualified.

8.Redemption Claim

- Touch 'n Go e-Wallet Reload PIN will be sent to the Participants via the Promotion Official WhatsApp Number 019-4084199 to mobile numbers of all the verified and successful Participants within fifteen [15] working days from the Redemption Entry Status message text received by Participants.
- 2. The Organiser will not be held responsible if Touch 'n Go e-Wallet Reload PIN cannot be delivered or deployed to the Participants due to any change, error and/or difference in the mobile contact number submitted to the Organizer during Promotion Entry submission.
- 3. The Organiser reserves the right at its absolute discretion to extend the timeline of the Prizes delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of Touch 'n Go e-Wallet Reload PIN to the Participant[s].
- Usage of the Touch 'n Go e-Wallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; https://www.touchngo.com.my/assets/pdf/user-tnc.pdf
- 5. The Organiser reserves the right at its absolute discretion to extend the timeline of e-Wallet delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the e-Wallet[s] to the Participant[s]. All unclaimed e-Wallet[s] will be forfeited as per the granted pin's expiry date.

This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at: https://www.nestlehomeofgood.com.my/good-deals/nutrenglucobalance-ewallet, collectively "Terms and Conditions", and shall be binding on all participants who participate in this Promotion (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

a. 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 these 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:
 - (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 The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. 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 Organizer in accordance with the Privacy Notice in www.nestle.com.my/info/privacy notice.
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di www.nestle.com.my/info/privacy notice.