

# "Rezeki Raya Dikongsi Bersama - Beli & Tebus"

# **TERMS AND CONDITIONS**

# A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Promotion	Rezeki Raya Dikongsi Bersama - Beli & Tebus
Promotion	The Promotion starts at 00:00:00 on <b>13<sup>th</sup> March 2025</b> and closes at 23:59:59 on <b>30<sup>th</sup> April 2025</b> .
Period	
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").
Participating	1. The list of Participating Products are set out below:
Products	LACTO CROMB ANTIGA O (CEOC)
	LACTOGROW® AKTIF 1-3 (850G)
	LACTOGROW® AKTIF 4-6 (850G)
	LACTOGROW® PROBIO 3 BIB (600G)
	LACTOGROW® PROBIO 4 BIB (600G)
	LACTOGROW® PROBIO 3 BIB (1.2KG)
	LACTOGROW® PROBIO 4 BIB (1.2KG)
	LACTOGROW® PROBIO 3 BIB (1.2KG FOC 100G)
	LACTOGROW® PROBIO 4 BIB (1.2KG FOC 100G)
	NESTLÉ NANKID OPTIPRO® HA® 3 (800G)
	NESTLÉ NANKID OPTIPRO® 3 (1.2KG)
	NESTLÉ NANKID OPTIPRO® 4 (1.2KG)
	NESTLÉ CERELAC® NUTRIBITES ORIGINAL (180G)
	NESTLÉ CERELAC® NUTRIBITES RUSK (180G )
	NESTLÉ CERELAC® RICE (200G)
	NESTLÉ CERELAC® WHEAT N HONEY (225G)
	NESTLÉ CERELAC® RICE AND CHICKEN (250G)
	NESTLÉ CERELAC® WHEAT BANANA N PRUNE (250G)
	NESTLÉ CERELAC® RICE AND MIXED VEGETABLES (250G)
	NESTLÉ CERELAC® RICE AND MIXED FRUITS (250G)
	NESTLÉ CERELAC® BROWN RICE AND MILK (350G)
	NESTLÉ CERELAC® RICE AND MILK (350G)
	NESTLÉ CERELAC® RICE NO ADDED SUGAR (500G)
	NESTLÉ CERELAC® WHEAT HONEY (500G)
Entry Method	1. To participate in the Promotion, purchase any LACTOGROW®/NANKID®/CERELAC®
=,	("Participating Products") Participating Products as listed above worth RM120 and
	<b>above</b> in a single receipt (" <b>Proof of Purchase</b> ") issued within the Promotion Period at
	any <b>LOTUS'S outlets</b> (In-store and Lotus's official online store, Lotus's Official Shop at
	Shopee or Lazada) ("Participating Outlet").
	Instore LOTUS'S Outlets Proof of Purchase:
	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.

b) The Proof of Purchase must also bear the date of purchase, Participating Products purchased, purchase amount, receipt number and name and/or logo of the outlet ("Receipt Details").

#### Official LOTUS'S Online Store Proof of Purchase:

- 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.
- b) The Proof of Purchase must also bear the date of purchase, Participating Products purchased, purchase amount, order and/or invoice number, and name and/or logo of the LOTUS'S online website ("Invoice Details").

#### 2. Entries submission via Promotion Website (Online Form):

- Scan the QR code shown on the communication materials displayed at any of the participating Outlets or visit the website (Online Form) at: <a href="https://www.nestlehomeofgood.com.my/ms/good-deals/lotuss-rezeki-raya-dikongsi-bersama-beli-dan-tebus">https://www.nestlehomeofgood.com.my/ms/good-deals/lotuss-rezeki-raya-dikongsi-bersama-beli-dan-tebus</a>
  - ("Promotion Website") to access the online web form.
- 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").
- c) Snap one (1) clear and legible picture/image in jpg or jpeg or png format of the Proof of Purchase complete with the Receipt Details 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. Participants may submit as many entries as they wish but each unique Proof of Purchase is ONLY eligible for One [1] entry submission.
- 4. 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"].
- 5. The Organiser shall reserve the right to disqualify any entries with unclear Proof of Purchase, incomplete Entry, illegible, reprinted receipt and/or duplicated Proof of Purchase and/or containing more than one [1] Proof of Purchase will be disqualified without further notification to the Participants.
- 6. 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. **Entry Deadline** All Entry(ies) must be received by the Organiser on or before 23:59:59 on 30th April 2025. Any Entry received outside the Promotion Period will be automatically disqualified. Redemption **Judging Details Details** a. All required personal details have been provided for the Promotion. b. Clear snapshot of the Proof of Purchase indicating the Receipt Details or Invoice Details. c. Validity of the purchase date. d. No alteration of Proof of Purchase 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. **REDEMPTION TIERS** a. The Promotion is divided into three (3) tiers and each Participant uniquely identified by their MyKad number, mobile number and name is eligible to redeem a maximum of two (2) Touch 'n Go e-Wallet Reload PINs only throughout the Promotion Period (combined Tier 1, Tier 2 and Tier 3). b. For each Qualified Entry received, the Participant may redeem one [1] Touch 'n Go e-Wallet Reload PIN based on the value of the Participating Product(s) purchased in the Proof of Purchase, as detailed below: -**TIERS DESCRIPTION** TIER 1 Single Proof of Purchase with the purchase of any Participating Products worth RM120 and above will entitle participant to redeem one (1) Touch 'n Go e-Wallet Reload PIN worth RM10.00 only. TIER 2 Single Proof of Purchase with the purchase of any Participating Products worth RM200 and above will entitle participant to redeem one (1) Touch 'n Go e-Wallet Reload PIN worth RM20.00 only. TIER 3 Single Proof of Purchase with the purchase of any Participating Products worth RM250 and above will entitle participant to redeem one (1) Touch 'n Go e-Wallet Reload PIN worth RM30.00 only. c. The Redemption is limited to RM15,000 worth of Touch 'n Go e-Wallet Reload PINs only throughout the Promotion Period. d. In the event the RM15,000 worth of Touch 'n Go e-Wallet Reload PIN have been completely redeemed prior to the expiry of the Promotion Period, the Organiser will Promotion

update

the

status

in

the

Website

https://www.nestlehomeofgood.com.my/ms/good-deals/lotuss-rezeki-raya-dikongsi-bersama-beli-dan-tebus.

e. 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 **018-220 0679** to the mobile number from which the Organiser received in the Entry.

# Redemption Claim

- 1. The Touch 'n Go e-Wallet Reload PIN will be sent to the Participants via the Promotion Official WhatsApp Number **018-220 0679** 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 the 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 in the Entry.
- 3. The Organiser reserves the right at its absolute discretion to extend the timeline of Touch 'n Go e-Wallet Reload PIN delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the Touch 'n Go e-Wallet Reload PIN to the Participant[s]. All unclaimed Touch 'n Go e-Wallet Reload PIN will be forfeited as per the deadline stated in the WhatsApp message.
- Usage of the Touch 'n Go e-Wallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; <a href="https://www.touchngo.com.my/assets/pdf/user-tnc.pdf">https://www.touchngo.com.my/assets/pdf/user-tnc.pdf</a>
- 5. The Organiser shall reserve the right at its absolute discretion to substitute any of the Touch 'n Go e-Wallet Reload PIN(s) stated with another premium of similar value, at any time without prior notice. All Touch 'n Go e-Wallet Reload PIN(s) are provided on an "as is" basis and are not exchangeable for credit, other items or voucher in part or in full.

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.
- 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.
- 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

- 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 <a href="https://www.nestle.com.my/info/privacy">www.nestle.com.my/info/privacy</a> notice.
- 12.2 Dengan menyertai Promosi ini , Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di <a href="https://www.nestle.com.my/info/privacy\_notice">www.nestle.com.my/info/privacy\_notice</a>