

'Cook With MAGGI' Contest

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Campaign	'Cook With MAGGI' Contest ("Cook with MAGGI")
Campaign Period	Starts at 00:00 on Monday 18 January 2021 and closes at 11:59 pm on Sunday, 29 February 2021.
Eligibility	Open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Campaign Period.
Entry Method	<ol style="list-style-type: none"> 1. Participants can participate through Instagram or Facebook 2. Participants will need to: <ol style="list-style-type: none"> (a) Take a photo of a dish using MAGGI 'Homemade' Chicken Stock OR MAGGI Oyster Sauce with the product in your photo (b) Share your photo on your Instagram or Facebook (c) Complete your creative caption with answers below: <ul style="list-style-type: none"> • Name of your dish • Why they will like to share this dish with other people (d) Tag @MAGGI.Malaysia and include hashtag #MAGGIchickenstock #Sajiandikongsikebahagiaandirai #masakbersamaMAGGI (e) Ensure your profile is set to public during the entire contest period (f) Ensure all submissions of photos must be through the Participants' own personal Instagram or Facebook accounts. Submissions through non-personal Facebook accounts are strictly not allowed and shall be rejected by the Organiser; 3. Participants are allowed to submit more than one (1) submission throughout the Campaign Period. 4. The Organiser shall have the right to automatically disqualify entries that do not comply with any of the conditions set out in paragraph 2 above 5. The Organiser shall have the absolute discretion to remove, delete and disqualify any entries that are improper/inappropriate which may include but not limited to submissions that contain any form of profanity or contents that invoke sensitivity.

Entry Deadline	All entries must be received by the Organiser on or before 23:59:59 on 26 February 2021. Any submissions received after the Campaign deadline will be disqualified.
Judging Criteria and Winner Selection	<ol style="list-style-type: none"> 1. The Organiser will shortlist winners based on the following criteria: <ol style="list-style-type: none"> (a) Entries with the photo that captures the most interesting, unique, creative and appetising dish using MAGGI Concentrated Chicken Stock or MAGGI Oyster Sauce (b) Entries must clearly capture either a MAGGI Concentrated Chicken Stock or MAGGI Oyster Sauce in the photo (c) Entries with the most creative caption fully answering the two questions above (d) Tag @MAGGI.Malaysia and include hashtag #MAGGIchickenstock #Sajiandikongsikebahagiaandirai #masakbersamaMAGGI 2. Eight (8) winners will be shortlisted on a weekly basis during the Campaign Period based on the following schedule: <ul style="list-style-type: none"> • Week 1: 18th – 24th January 2021 • Week 2: 25th – 31st January 2021 • Week 3: 1st to 7th February 2021 • Week 4: 8th – 14 February 2021 • Week 5: 15th – 21st February 2021 • Week 6: 22nd – 28th February 2021 3. Throughout the Campaign Period, a total of thirty (48) winners will be shortlisted.
Prizes	Each shortlisted winner is entitled to win one (1) branded non stick pan
Prize Claim/ Delivery Date	<ol style="list-style-type: none"> 1. The Organiser will announce on a weekly basis, the shortlisted eight (8) weekly winners via its MAGGI Facebook and Instagram page within seven (7) days after the end of each calendar week during the Campaign period. 2. Shortlisted winners must send a "Direct Message" to the Organiser's MAGGI Facebook Page to provide their personal and contact details to the Organiser for identification and prize delivery purposes. 3. All "Direct Messages" by the shortlisted winners must be sent to the Organiser's MAGGI Facebook Page within TWO (2) days from the date the Organiser announces the relevant shortlisted winners ("Response Window"). For example: <ul style="list-style-type: none"> • Week 1 winner announcement: 29th January 2021 Response Window: Latest by 5th February 2021: 11:59pm

	<ul style="list-style-type: none"> • Week 2 winner announcement: 5th February 2021 Response Window: Latest by 12th February 2021: 11:59pm • Week 3 winner announcement: 12th February 2021 Response Window: Latest by 19th February 2021: 11:59pm • Week 4 winner announcement: 19th February 2021 Response Window: Latest by 26th February 2021: 11:59pm • Week 5 winner announcement: 26th February 2021 Response Window: Latest by 5th March 2021: 11:59pm • Week 6 winner announcement: 5th March 2021 Response Window: Latest by 12th March 2021: 11:59pm <ol style="list-style-type: none"> 4. Failure by any of the shortlisted winners within the relevant Response Window shall automatically be disqualified by the Organiser. 5. The Organiser shall not be held responsible for any failure on the part of the shortlisted winners to: <ul style="list-style-type: none"> (a) receive the Organiser’s weekly announcement on the shortlisted winners; or (b) send the required “Direct Message” to the Organiser within the Response Window. 6. The prizes will be delivered to the given mailing address that is given by the selected winners within ninety (90) days after the contest announcement has been made 7. The Organiser will not be held liable in the event of non-receipt, delayed delivery of the prizes.
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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 Campaign (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 Campaign Period, make Prize substitutions, cancel, terminate or suspend the Campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Campaign will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Campaign including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Campaign Entries

- 2.1 By submitting an entry to the Campaign, 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 Campaign, 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 Campaign 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 Campaign and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Campaign 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 Campaign:

- (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 Campaign 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 Campaign by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Campaign 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 Participant.
- 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.
- 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 Campaign (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 Campaign 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 Campaign, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Campaign or violation of the Terms and Conditions.

10. Limitation of Liability

10.1 The Participant’s participation in the Campaign 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 Campaign, 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 Campaign 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 Campaign, in particular that relates to the Prize, are the properties of their respective owners. This Campaign 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 Campaign.

11.5 The Terms and Conditions of the Campaign is also prepared in English. In the event of any inconsistency between the Malay language and the English language, the English language version shall prevail and govern in all respects.

11.6 The Terms and Conditions of the Campaign shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

12.1 By participating in the contest, you consent for Nestlé Products Sdn. Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”) and service providers, agents and contractors who provide administrative and business support to us and act on our behalf (“Authorised Third Parties”) (collectively “Organiser”, “us”, “we” or “our”) to process your personal information provided in the entry form for purposes of the contest. This includes disclosing your name to the general public when you participate in our events, training or workshops; or you become a winner in a contest by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.

12.2 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, any promotions, samples, events, surveys or contests organised by the Organiser. Please indicate your option on the form if you agree to the use of your personal information for this purpose.

12.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.

12.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and to consent on their behalf to the processing of their personal information in accordance with this privacy notice.

12.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at http://www.nestle.com.my/info/privacy_policy.

12.6 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our privacy policy at http://www.nestle.com.my/info/privacy_policy.

12.7 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.

All your written requests or queries should be addressed to:

- Contact: Personal Data Protection Officer
- Address: Nestlé Products Sdn. Bhd. 22-1, 22nd Floor, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara 47810, Petaling Jaya, Selangor.

Or

- Web Form : <https://www.nestle.com.my/contactus>

Or

- Call us : 1-800-88-3433

12.8 Please note the Organiser requires your personal information in order to process your participation in the contest, without which we will not be able to process your application and attendance.

12.9 For a more detailed description of our privacy practices, please refer to our Privacy Policy at http://www.nestle.com.my/info/privacy_policy. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.