



Nestlé®

Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966].
2. <u>Promotion:</u>	PERADUAN MAGGI, SAH MALAYSIA! 50 TAHUN BERSAMA.
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 01/08/2021 and closes at 23:59:59 on 30/09/2021.
4. <u>Eligibility:</u>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Participating Products & Entry Methods:</u>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Five [RM5] of any MAGGI products ["Products"] in a single original receipt from any outlets during the Promotion Period ["Receipt"].</p> <p>i. The Receipt can come in the form of printed and/or hand-written receipts from point of sale systems or tax invoice for online purchases. For tax invoices for online purchases with promotion codes and/or discount vouchers, only the final paid amount will be accepted ["Receipt"].</p> <p>ii. The Receipt must bear the receipt number, receipt date, name and/or logo of the outlet and at which the purchase was made and the required Products clearly stated ["Receipt Details"]. If this is absent, the Receipt needs to be stamped with the official company stamp of the outlet at which the purchase is made.</p> <p>b. There are two [2] methods of participation in the Promotion which is either via WhatsApp or via Online at the Promotion website: https://www.omniweb.com.my/maggisahmalaysia2021. All other methods of submission will be disqualified.</p> <p>c. Each Receipt is ONLY eligible to one [1] WhatsApp entry OR one [1] Online Entry. The Organiser shall reserve the right to disqualify any WhatsApp and/or Online entries with reprinted and/or duplicated Receipt and/or containing more than one [1] Receipt.</p>

	<p>d. During the winners' selection process, the Organiser will allocate serial numbers according to the Products amount purchased as stated in the Receipt submitted. For every Ringgit Malaysia Five [RM5], the Organiser will allocate one [1] serial number up to a maximum of ten [10] serial numbers only. Please refer clause 9, clause 11 and clause 13 below.</p> <p><u>For example:</u> If you purchase RM21.45 of Products in a single receipt during the Promotion Period, the Organiser will allocate 4 serial numbers. If you purchase RM62.50 of Products in a single receipt during the Promotion Period, the Organiser will allocate 10 serial numbers.</p>
<p>6. <u>Entry Method via WhatsApp & Online:</u></p>	<p>a. <u>WhatsApp entry participation steps:</u></p> <ol style="list-style-type: none"> i. Write on the front of the Receipt your full name, identification number and <u>State of residential address</u> ["Personal Details"]. <u>For example, write on the Receipt:</u> <i>Roslan Bin Husin 861202015555 Johor</i> ii. Snap one [1] <u>clear and legible</u> picture/image in JPEG Format of one [1] Receipt complete with your Personal Details and Receipt Details ["JPEG Image"]. One [1] Image must contain a picture of one [1] Receipt only. iii. Submit one [1] JPEG Image via WhatsApp from any number registered in Malaysia to 018-388 0131 ["WhatsApp Entry"]. iii. The Organiser WILL auto-reply acknowledgment message for each WhatsApp Entry received. <p>b. <u>Online entry participation steps:</u></p> <ol style="list-style-type: none"> i. Visit the Promotion Website: https://www.omniweb.com.my/maggisahmalaysia2021 OR scan the QR code shown on the Promotion posters and leaflets. ii. Complete the details required in the Web Form provided on the Promotion Website and write on the front of the Receipt your full name, identification number and <u>State of residential address</u> ["Personal Details"]. <u>For example, write on the Receipt:</u> <i>Roslan Bin Husin 861202015555 Johor</i> iii. Snap one [1] <u>clear and legible</u> picture/image in JPEG Format ["JPEG Image"] of the Receipt complete with the Receipt Details. One [1] JPEG Image must contain a picture of one [1] Receipt only. iv. Upload the JPEG Image on the Web Form and submit ["Online Entry"]. <p>c. The Organiser will extract all WhatsApp and Online Entries received for further processing. Unclear, illegible and incomplete WhatsApp and Online Entry will be disqualified.</p> <p>d. The Organiser shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure</p>

	<p>to produce the original Receipt upon request will result in disqualification and prize forfeiture.</p> <p>e. All WhatsApp and Online Entries that do not meet the requirements stated herein shall be disqualified by the Organiser.</p>										
7. <u>Entry Deadline:</u>	All WhatsApp and Online Entries must be received by the Organiser on or before 23:59:59 on 30/09/2021. All WhatsApp and Online Entries received outside the Promotion Period will be automatically disqualified.										
8. <u>Weekly Prizes – By State:</u>	<p>a. There are ten [10] Weekly Prizes in the form of PETRONAS Gift Cards worth RM150 each to be won each week for nine [9] consecutive weeks in each state (total fourteen [14] states) in Malaysia. In total, there are one thousand two hundred and sixty [1260] Weekly Prizes to be won throughout the Promotion Period.</p> <p>b. The fourteen [14] states in Malaysia are as per below:</p> <ol style="list-style-type: none"> i. Wilayah Persekutuan – Kuala Lumpur, Putrajaya & Labuan ii. Johor iii. Kedah iv. Kelantan v. Melaka vi. Negeri Sembilan vii. Pahang viii. Pulau Pinang ix. Perak x. Perlis xi. Sabah xii. Sarawak xiii. Selangor xiv. Terengganu <p>c. The nine [9] weekly periods are as per below:</p> <table style="width: 100%; border: none;"> <tr> <td>Week 1: 01/08 – 07/08/2021</td> <td>Week 2: 08/08 – 14/08/2021</td> </tr> <tr> <td>Week 3: 15/08 – 21/08/2021</td> <td>Week 4: 22/08 – 28/08/2021</td> </tr> <tr> <td>Week 5: 29/08 – 04/09/2021</td> <td>Week 6: 05/09 – 11/09/2021</td> </tr> <tr> <td>Week 7: 12/09 – 18/09/2021</td> <td>Week 8: 19/09 – 25/09/2021</td> </tr> <tr> <td>Week 9: 26/09 – 30/09/2021</td> <td></td> </tr> </table>	Week 1: 01/08 – 07/08/2021	Week 2: 08/08 – 14/08/2021	Week 3: 15/08 – 21/08/2021	Week 4: 22/08 – 28/08/2021	Week 5: 29/08 – 04/09/2021	Week 6: 05/09 – 11/09/2021	Week 7: 12/09 – 18/09/2021	Week 8: 19/09 – 25/09/2021	Week 9: 26/09 – 30/09/2021	
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Week 9: 26/09 – 30/09/2021											
9. <u>Weekly Prizes – By State Judging Details:</u>	<p>a. As part of the weekly prize finalists’ selection process, the Organiser will tabulate the Entries received based on the fourteen [14] states in Malaysia and allocate serial numbers, <u>up to a maximum of ten [10] serial numbers</u> for each WhatsApp and Online Entry received and approved by the Organiser to be a successful entry each week, throughout the Promotion Period according to the POP submitted and the POP Table [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial numbers will be allocated for the Qualified</p>										

	<p>Entries in each state starting from serial number “1”.</p> <p>b. Each week the serial numbers allocated to each Qualified Entry in each state will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming that the Total Qualified Entries received with residential addresses under the state of Johor for the week is 208 the Organiser will compute and select the Johor state weekly prize finalists based on the following:</p> <p>i. Weekly selection of ten [10] Johor state Weekly Prize Finalists: $208 \div 10 = 20.8$. Since dividing 208 with 10 will result in a number with decimal value, the number 20.8 will be rounded down to 20. The following 10 Participants with Qualified Entries of the week bearing the following serial numbers will be selected: 20*, 40*, 60*, 80, 100 and so forth. [*computation example: 20, $20+20=40$, $40+20=60$].</p>
10. <u>1st Prizes – By State:</u>	There are three [3] 1 st Prizes of RM5000 cash each to be won in each of the fourteen [14] states in Malaysia throughout the Promotion Period. In total, there are forty two [42] 1 st Prizes to be won throughout the Promotion Period.
11. <u>Judging Details – 1st Prizes – By State:</u>	<p>a. As part of the 1st Prize finalists’ selection process, ALL Qualified Entries from each of the fourteen [14] states in Malaysia, collected and processed by the Organiser during the weekly finalists’ selection process and throughout the entire Promotion Period for each state will separately be allocated a set of serial numbers <u>up to a maximum of ten [10] serial numbers</u> for each WhatsApp and Online Entry received starting from serial number “1”.</p> <p>b. At the end of the Contest Period the serial numbers allocated to each Qualified Entry in each state will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming that the Total Qualified Entries received with residential addresses under the state of Johor is 2248, the Organiser will compute and select the Johor state 1st Prize finalists based on the following:</p> <p>ii. Selection of three [3] 1st Prize Finalists: $2248 \div 3 = 749.3$. Since dividing 2248 with 3 will result in a number with decimal value, the number 749.3 will be rounded down to 749. The following 3 Participants with Qualified Entries of the bearing the following serial numbers will be selected: 749*, 1498* and 2247*. [*computation example: 749, $749+749=1498$, $1498+748=2247$].</p>
12. <u>Grand Prizes - Nationwide:</u>	There is one [1] Grand Prize of RM50000 cash to be won throughout the Promotion Period.
13. <u>Judging Details – Grand Prizes:</u>	a. As part of the Grand Prize finalist’s selection process, ALL Qualified Entries collected and processed by the Organiser during the weekly finalists’ selection process and throughout the entire Promotion Period

	<p>will separately be allocated a set of serial numbers <u>up to a maximum of ten [10] serial numbers</u> for each WhatsApp and Online Entry received starting from serial number “1”.</p> <p>b. At the end of the Contest Period the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming that the Total Qualified Entries is 22471, the Organiser will compute and select the Grand Prize finalists based on the following:</p> <p>iii. Selection of one [1] Grand Prize Finalists: $22471 \div 2 = 11235.5$. Since dividing 22471 with 2 will result in a number with decimal value, the number 11235.5 will be rounded down to 11235. The Participant with Qualified Entries of the bearing the following serial numbers will be selected: 11235.</p>
<p>14. <u>Additional Terms:</u></p>	<p>a. The Organiser will contact all selected Finalists via WhatsApp to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalists will be given one [1] question to answer. The selected Finalists must answer the question posted by the Organiser correctly in order to win the Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win:</p> <p>i. One [1] Weekly Prize per week, [up to a maximum of two [2] Weekly Prizes],</p> <p>ii. Either one [1] 1st Prize or one [1] Grand Prize.</p> <p>c. All PETRONAS Gift Cards prizes will be delivered to the residential addresses provided by the winners within 6 – 8 weeks from 30/09/2021. Prizes will NOT be delivered to any other addresses other than the residential addresses provided by the winners in their WhatsApp or Online Entries.</p> <p>d. All cash prizes will be credited to the winners’ local bank account within 6 – 8 weeks from 30/09/2021. All winners MUST provide their own personal local bank account number when requested. The Organiser reserves the rights to forfeit the cash prize if the local bank account details provided is NOT in the winners’ name and/or the winner failed to provide their local bank account details upon request.</p> <p>e. The Organiser reserves the rights to extend the prizes fulfilment timelines stated under this clause owing to reasons beyond the control of the Organiser.</p>

	<p>f. All unclaimed prizes after the deadline stipulated by the Organiser will be forfeited.</p> <p>g. The Promotion Website will be managed by the Organiser’s Service Provider.</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 prizes 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. The Organizer shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any other additional costs (i.e. travel expenses, transportation cost, duties and taxes) involved to redeem or collect the prize shall be borne by the winner 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:

<https://www.maggi.my/ms/aktiviti-maggi/> and <https://www.maggi.my/en/maggi-happenings/>, 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”).

By participating in the Promotion, you have read and agreed to the **Terms and Conditions** and the processing of your Personal Data in the Privacy Notice.

Consumer Services Contact No.: 1800 88 3433.

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 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 there from 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/privay_notice.