



**Nestlé**

Good food, Good life

## **TERMS AND CONDITIONS**

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

<b>1. <u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966].
<b>2. <u>Promotion:</u></b>	PERADUAN MAGGI GONGXI MASAK GONGXI MERIAH.
<b>3. <u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 01/12/2022 and closes at 23:59:59 on 31/01/2023.
<b>4. <u>Eligibility:</u></b>	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.
<b>5. <u>Participating Products, Multiplier Products &amp; Entry Methods:</u></b>	<p>a. Please refer to the list of participating MAGGI [“Products”] shown on the Promotion website: <a href="https://www.maggi.my/en/maggi-happenings/gongxi-masak-gongxi-meriah/">https://www.maggi.my/en/maggi-happenings/gongxi-masak-gongxi-meriah/</a> and <a href="https://www.maggi.my/ms/aktiviti-maggi/gongxi-masak-gongxi-meriah/">https://www.maggi.my/ms/aktiviti-maggi/gongxi-masak-gongxi-meriah/</a></p> <p>b. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Eight [RM8] of any mix of Products in a single original receipt from any instore and online outlets [“Outlets”] during the Promotion Period.</p> <p>c. The Receipt can come in the form of printed receipts from instore point-of-sale systems and/or e-invoice for online purchases. E-invoice for online purchases with promotion codes and/or discount vouchers must be with the final paid amount of a minimum of Ringgit Malaysia Eight [RM8] and above to qualify [“Receipt”].</p> <p>d. The Receipt must bear the Products purchased, date of purchase, purchase amount, receipt number and name and/or logo of the outlet. If this is absent, the Receipt needs to be stamped with the official company stamp of the outlet at which the purchase is made [“Receipt Details”].</p> <p>e. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt submitted. For every Ringgit Malaysia Eight [RM8], the Organiser will allocate one [1] serial number up to a maximum of ten [10] serial numbers. Any balance amount shall be</p>

forfeited once the maximum serial number per Receipt has been allocated. Please refer the Judging Details clauses below.

For example:

- i. If you purchase RM15.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate one [1] serial number.
  - ii. If you purchase RM110.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate a maximum of ten [10] serial numbers only.
- f. For any Receipts submitted that includes the purchase of any one [1] of the Products listed below, the Organiser will multiply the serial number allocated to your Receipt by two [2]. The multiplication will only be applied once for each Receipt. The Multiplier Products are:
- i. MAGGI PERISA UDANG PEDAS UTARA 5x78g
  - ii. MAGGI PERISA TOMYAM KAW 5x88g
  - iii. MAGGI MI GORENG CILI ALA KAMPUNG
  - iv. MAGGI MI GORENG SAMBAL TUMIS BILIS
  - v. MAGGI NUTRI-LICIOUS AGLIO OLIO
  - vi. MAGGI NUTRI-LICIOUS TOMATO DELIGHT
  - vii. MAGGI CONCENTRATED CHICKEN STOCK 250g
  - viii. MAGGI STOCK CUBE 60g/120g
  - ix. MAGGI CHILI SAUCE 500g
  - x. MAGGI OYSTER SAUCE 500g
  - xi. MAGGI TOMATO KETCHUP 475g
  - xii. MAGGI CUKUP RASA 500g

For example:

- i. If you include one [1] Multiplier Product in your purchase of RM15.50 of Products in a single Receipt during the Promotion Period, your allocated one [1] serial number will be multiplied by two [2] and the Organiser will allocate two [2] serial numbers.
  - ii. If you include three [3] Multiplier Products in your purchase of RM110.50 of Products in a single Receipt during the Promotion Period, your maximum allocation of ten [10] serial numbers will be multiplied by two [2] and the Organiser will allocate twenty [20] serial numbers.
- g. There are two [2] methods of participation in the Promotion which is either via WhatsApp or via Website. All other methods of submission will be disqualified.
- h. Participants may submit as many entries as they wish but each Receipt is ONLY eligible to one [1] WhatsApp entry OR one [1] Website entry.** The Organiser shall reserve the right to disqualify any WhatsApp and/or Website entries with reprinted and/or duplicated Receipt and/or containing more than one [1] Receipt.
- i. All WhatsApp and/or Website entries that do not meet the requirements stated herein shall be disqualified by the Organiser.

<p>6. <b><u>Submit via WhatsApp:</u></b></p>	<p>a. <b><u>WhatsApp entry participation steps:</u></b></p> <ol style="list-style-type: none"> <li>i. Write on the front of the Receipt your full name and identification number ["Personal Details"]. <b><u>For example, write on the Receipt:</u></b> <i>Adam Bin Ali 861202015555</i></li> <li>ii. Snap one [1] <b><u>clear and legible</u></b> 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.</li> <li>iii. Submit one [1] JPEG Image via WhatsApp from any number registered in Malaysia to <b>6018 388 6133</b> ["WhatsApp Entry"].</li> <li>iv. Do take note that <b><u>NO</u></b> auto-reply acknowledgment message will be sent by the Organiser for WhatsApp Entry received.</li> </ol> <p>b. The Organiser will extract all WhatsApp Entries received for further processing. Unclear images, illegible and incomplete WhatsApp Entry will be disqualified.</p> <p>c. The Organiser shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and prize forfeiture.</p>
<p>7. <b><u>Submit via Website:</u></b></p>	<p>a. <b><u>Website entry participation steps:</u></b></p> <ol style="list-style-type: none"> <li>i. Visit the Website and complete the Web Form at: <a href="https://www.maggi.my/en/maggi-happenings/gongxi-masak-gongxi-meriah/">https://www.maggi.my/en/maggi-happenings/gongxi-masak-gongxi-meriah/</a> or scan the QR code shown on the communication materials at participating outlets.</li> <li>ii. Complete all the required personal details ["Personal Details"] in the Web Form provided on the Website.</li> <li>iii. Snap one [1] <b><u>clear and legible</u></b> picture/image in jpg or jpeg or png format ["Image"] of the Receipt complete with the Receipt Details.</li> <li>iv. One [1] Image must contain a picture of one [1] Receipt only and the Image file must be less than 2MB.</li> <li>v. Upload the Image on the Web Form and submit ["Website Entry"].</li> <li>vi. The Organiser will reply with an auto-reply acknowledgment message for each Website Entry received.</li> </ol> <p>b. The Organiser will extract all Website Entries received for further processing. Incomplete Personal Details and unclear, illegible &amp; incomplete Website Entries will be disqualified.</p> <p>c. The Organiser shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and prize forfeiture.</p>

<p>8. <b><u>Exclusive at LOTUS'S:</u></b></p>	<p>a. For participants with purchases from any LOTUS'S outlets are eligible to win <u>additional</u> prizes from LOTUS'S.</p> <p>b. The LOTUS'S Prizes are exclusive to all participants that submit their Entries with a LOTUS'S Receipt. Please refer Clause 17 and Clause 18.</p>
<p>9. <b><u>Exclusive at ECONSAVE:</u></b></p>	<p>a. For participants with purchases from any ECONSAVE outlets are eligible to win <u>additional</u> prizes from ECONSAVE.</p> <p>b. The ECONSAVE Prizes are exclusive to all participants that submit their Entries with a ECONSAVE Receipt. Please refer Clause 19 and Clause 20.</p>
<p>10. <b><u>Exclusive at 99Speedmart:</u></b></p>	<p>a. For participants with purchases from any 99Speedmart outlets are eligible to win <u>additional</u> prizes from 99Speedmart.</p> <p>b. The 99Speedmart Prizes are exclusive to all participants that submit their Entries with a 99Speedmart Receipt. Please refer Clause 21 and Clause 22.</p>
<p>11. <b><u>Exclusive at TF Value Mart:</u></b></p>	<p>a. For participants with purchases from any TF Value Mart outlets are eligible to win <u>additional</u> weekly prizes from TF Value Mart.</p> <p>b. The TF Value Mart Prizes are exclusive to all participants that submit their Entries with a TF Value Mart Receipt. Please refer Clause 23 and Clause 24.</p>
<p>12. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 31/01/2023. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>13. <b><u>Weekly Prizes:</u></b></p>	<p>a. There are one hundred and forty five [145] Weekly Prizes in the form of a TEFAL Healthy Wokpan with lid 28cm worth RM242 each to be won each week for nine [9] consecutive weeks. In total, there are one thousand three hundred and five [1305] Weekly Prizes to be won throughout the Promotion Period.</p> <p>b. The nine [9] weekly periods are as per below:  Week 1: 01/12 – 07/12/2022      Week 2: 08/12 – 14/12/2022  Week 3: 15/12 – 21/12/2022      Week 4: 22/12 – 28/12/2022  Week 5: 29/12 – 04/01/2023      Week 6: 05/01 – 11/01/2023  Week 7: 12/01 – 18/01/2023      Week 8: 19/01 – 25/01/2023  Week 9: 26/01 – 31/01/2023</p>
<p>14. <b><u>Weekly Prizes Judging Details:</u></b></p>	<p>a. As part of the Weekly Prize Finalists selection process, the Organiser will combine the WhatsApp and Website Entries and allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry each week, throughout the Promotion Period according to the Receipt submitted [each a “Qualified Entry” and collectively the “Qualified</p>

	<p>Entries”]. For each Qualified Entry received, the Organiser will only allocate up to a maximum of ten [10] serial numbers and will include the additional multiplying serial numbers, if eligible. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>b. Each week 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 for the week is <b>7859</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Weekly selection of one hundred and forty five [145] Weekly Prize Finalists: <math>7859 \div 145 = 54.2</math></b>. Since dividing 7859 with 145 will result in a number with decimal value, the number 54.2 will be rounded down to <b>54</b>. The following 145 Participants with Qualified Entries of the week bearing the following serial numbers will be selected: 54*, 108*, 162*, 216, 270, 324, 378, 432, 486, 540, 594 and so forth. [*computation example: <b>54</b>, <math>54+54=108</math>, <math>108+54=162</math>].</p>
<p>15. <b><u>Main Prizes:</u></b></p>	<p>a. There are eight [8] Grand Prizes consisting of RM3888 cash each to be won throughout the Promotion Period.</p> <p>b. There are eighteen [18] 1<sup>st</sup> Prizes consisting of a SAMSUNG Cordless Vacuum worth RM919 each to be won throughout the Promotion Period.</p>
<p>16. <b><u>Judging Details – Main Prizes:</u></b></p>	<p>a. As part of the Main Prize Finalists’ selection process, all Qualified Entries collected and processed by the Organiser during the weekly Finalists’ selection process and throughout the entire Promotion Period will separately be allocated a set of serial numbers 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 <b>36005</b>, the Organiser will compute and select the Grand Prize finalists based on the following:</p> <p>i. <b>Selection of eight [8] Grand Prize Finalists: <math>36005 \div 8 = 4500.6</math></b>. Since dividing 36005 with 8 will result in a number with decimal value, the number 4500.6 will be rounded down to 4500. The following 8 Participants with Qualified Entries of the bearing the following serial numbers will be selected: 4500*, 9000*, 13500*, 18000, 22500 and so forth. [*computation example: <b>4500</b>, <math>4500+4500=9000</math>, <math>9000+4500=13500</math>].</p> <p>ii. <b>Selection of eighteen [18] 1st Prize Finalists: <math>36005 \div 18 = 2000.27</math></b>. Since dividing 36005 with 18 will result in a number with decimal value, the number 2000.27 will be rounded down to 2000. The following 18 Participants with Qualified Entries of the bearing the following serial</p>

	<p>numbers will be selected: 2000*, 4000*, 6000*, 8000, and so forth. [*computation example: <b>2000</b>, 2000+2000=<b>4000</b>, 4000+2000=<b>6000</b>].</p>
<p>17. <b><u>LOTUS'S Prizes:</u></b></p>	<p>a. There are two hundred &amp; sixty eight [268] LOTUS'S Exclusive Prizes consisting of LOTUS'S VOUCHER worth RM180 each to be won throughout the Promotion Period.</p>
<p>18. <b><u>Judging Details – LOTUS'S Prizes:</u></b></p>	<p>a. To select the LOTUS'S Exclusive Prizes Finalists, ALL <u>Qualified Entries with LOTUS'S Receipts</u> collected and processed during the weekly selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry throughout the Promotion Period according to the LOTUS'S Receipt submitted [each a "LOTUS'S Qualified Entry" and collectively the "LOTUS'S Qualified Entries"]. A set of serial numbers will be allocated for the LOTUS'S Qualified Entries starting from serial number "1".</p> <p>b. The serial numbers allocated to each LOTUS'S Qualified Entry will be tabulated and added up to derive the total number of LOTUS'S Qualified Entries ["Total LOTUS'S Qualified Entries"]. Assuming that the Total LOTUS'S Qualified Entries received is <u>5099</u> the Organiser will compute and select the finalists based on the following:</p> <p>i. <b>Selection of two hundred &amp; sixty eight [268] LOTUS'S Exclusive Prize Finalists: <math>5099 \div 268 = 19.03</math>.</b> Since dividing 5099 with 268 will result in a number with decimal value, the number 19.03 will be rounded down to <u>19</u>. The following 268 Participants with LOTUS'S Qualified Entries bearing the following serial numbers will be selected: 19*, 38*, 57*, 76, 95 and so forth. [*computation example: <u>19</u>, 19+19=<u>38</u>, 38+19=<u>57</u>].</p>
<p>19. <b><u>ECONSAVE Prizes:</u></b></p>	<p>a. There are one hundred &amp; sixty eight [168] ECONSAVE Exclusive Prizes consisting of ECONSAVE VOUCHER worth RM150 each to be won throughout the Promotion Period.</p>
<p>20. <b><u>Judging Details – ECONSAVE Prizes:</u></b></p>	<p>a. To select the ECONSAVE Exclusive Prizes Finalists, ALL <u>Qualified Entries with ECONSAVE Receipts</u> collected and processed during the weekly selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry throughout the Promotion Period according to the ECONSAVE Receipt submitted [each a "ECONSAVE Qualified Entry" and collectively the "ECONSAVE Qualified Entries"]. A set of serial numbers will be allocated for the ECONSAVE Qualified Entries starting from serial number "1".</p> <p>b. The serial numbers allocated to each ECONSAVE Qualified Entry will be tabulated and added up to derive the total number of ECONSAVE Qualified Entries ["Total ECONSAVE Qualified Entries"]. Assuming that the Total ECONSAVE Qualified Entries received is <u>3588</u> the Organiser will compute and select the finalists based on the following:</p>

	<p>i. <b>Selection of one hundred &amp; sixty eight [168] ECONSAVE Exclusive Prize Finalists: <math>3588 \div 168 = 21.35</math>.</b> Since dividing 3588 with 168 will result in a number with decimal value, the number 21.35 will be rounded down to <u>21</u>. The following 168 Participants with ECONSAVE Qualified Entries bearing the following serial numbers will be selected: 21*, 42*, 63*, 84, 105 and so forth. [*computation example: <u>21</u>, <math>21+21=42</math>, <math>42+21=63</math>]</p>
<p>21. <b><u>99Speedmart Prizes:</u></b></p>	<p>a. There are eight [8] 99Speedmart Grand Prizes consisting of Travel Voucher worth RM3,000 each to be won throughout the Promotion Period.</p> <p>b. There are four hundred and thirty eight [438] 99Speedmart Consolation Prizes consisting of a SHOGUN Cookware Set worth RM399 each to be won throughout the Promotion Period.</p>
<p>22. <b><u>Judging Details – 99Speedmart Prizes:</u></b></p>	<p>a. To select the 99Speedmart Prizes Finalists, ALL <u>Qualified Entries with 99Speedmart Receipts</u> collected and processed during the weekly selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry throughout the Promotion Period according to the 99Speedmart Receipt submitted [each a “99Speedmart Qualified Entry” and collectively the “99Speedmart Qualified Entries”]. A set of serial numbers will be allocated for the 99Speedmart Qualified Entries starting from serial number “1”.</p> <p>b. The serial numbers allocated to each 99Speedmart Qualified Entry will be tabulated and added up to derive the total number of 99Speedmart Qualified Entries [“Total 99Speedmart Qualified Entries”]. Assuming that the Total 99Speedmart Qualified Entries received is <b>4889</b> the Organiser will compute and select the finalists based on the following:</p> <p>i. <b>Selection of eight [8] 99Speedmart Grand Prize Finalists: <math>4889 \div 8 = 611.13</math>.</b> Since dividing 4889 with 8 will result in a number with decimal value, the number 611.13 will be rounded down to <u>611</u>. The following 8 Participants with 99Speedmart Qualified Entries bearing the following serial numbers will be selected: 611*, 1222*, 1833*, 2444, 3055, 3666, 4277 and 4888. [*computation example: <u>611</u>, <math>611+611=1222</math>, <math>1222+611=1833</math>].</p> <p>ii. <b>Selection of four hundred and thirty eight [438] 99Speedmart Consolation Prize Finalists: <math>4889 \div 438 = 11.17</math>.</b> Since dividing 4889 with 438 will result in a number with decimal value, the number 11.17 will be rounded down to 11. The following 438 Participants with 99Speedmart Qualified Entries bearing the following serial numbers will be selected: 11*, 22*, 33*, 44, 55, 66 and so forth. [*computation example: <u>11</u>, <math>11+11=22</math>, <math>22+11=33</math>].</p>
<p>23. <b><u>TF Value Mart Weekly Prizes:</u></b></p>	<p>a. There are six [6] TF Value Mart Weekly Prizes consisting of RM188 cash to be won each week for nine [9] consecutive weeks. In total, there are fifty</p>

	<p>four [54] TF Value Mart Weekly Prizes to be won throughout the Promotion Period.</p>
<p>24. <b><u>Judging Details – TF Value Mart Weekly Prizes:</u></b></p>	<p>a. To select the TF Value Mart Prizes Finalists, ALL <u>Qualified Entries with TF Value Mart Receipts</u> collected and processed during the weekly selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry each week throughout the Promotion Period according to the TF Value Mart Receipt submitted [each a “TF Value Mart Qualified Entry” and collectively the “TF Value Mart Qualified Entries”]. A set of serial numbers will be allocated for the TF Value Mart Qualified Entries starting from serial number “1”.</p> <p>b. The serial numbers allocated to each TF Value Mart Qualified Entry each week will be tabulated and added up to derive the total number of TF Value Mart Qualified Entries [“Total TF Value Mart Qualified Entries”] for the week. Assuming that the Total TF Value Mart Qualified Entries received for the week is <b>489</b> the Organiser will compute and select the finalists based on the following:</p> <p>i. <b>Selection of six [6] TF Value Mart Grand Prize Finalists: <math>489 \div 6 = 81.5</math>.</b> Since dividing 489 with 6 will result in a number with decimal value, the number 81.5 will be rounded down to <u>81</u>. 6 Participants with TF Value Mart Qualified Entries bearing the following serial numbers will be selected: 81*, 162*, 243*, 324, 405 and 486. [*computation example: <u>81</u>, <math>81+81=162</math>, <math>162+81=243</math>].</p>
<p>25. <b><u>Additional Terms:</u></b></p>	<p>a. The Organiser will contact all selected Finalists via WhatsApp from <b>6018 388 6133</b> 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. One [1] Main Prize of the highest value,</p> <p>iii. One [1] LOTUS’S Exclusive Prize,</p> <p>iv. One [1] ECONSAVE Exclusive Prize,</p> <p>v. One [1] 99Speedmart Prize of the highest value and</p> <p>vi. One [1] TF Value Mart Weekly Prizes.</p> <p>c. All prizes will be delivered to the winners within 6 – 8 weeks from the closing date of the Promotion to the addresses provided by the winners.</p>



	<p>The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>d. All unclaimed prizes after the deadline stipulated by the Organiser will be forfeited.</p> <p>e. The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available.</p> <p>f. 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>
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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/en/maggi-happenings/gongxi-masak-gongxi-meriah/> and <https://www.maggi.my/ms/aktiviti-maggi/gongxi-masak-gongxi-meriah/> 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.

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## **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](http://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](http://www.nestle.com.my/info/privacy_notice).