



[MAGGI SAH MALAYSIA CAMPAIGN 2023]

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966).
Campaign	<i>MAGGI Sah Malaysia 2023 – themed 'Air Tangan Kita, Cita Rasa Malaysia (the "Campaign")</i>
Brief Details of Campaign	The Campaign is targeted at allowing fellow Malaysians the chance to pay tribute to the distinct Malaysian flavours found within MAGGI products and to share their profound connection and cherished memories with the brand MAGGI and its products. The Campaign allows Participants a chance to re-create those moments or memories through AI Generated Images based on their unique stories.
Campaign Period	The Campaign starts at 00:00:00 on 31/08/2023 and closes at 23:59:59 on 31/10/2023.
Eligibility	The Campaign is open to all residents of Malaysia (including permanent residents or expatriates who are currently living in Malaysia) aged 18 years and above as at the start of the Campaign Period.
Entry Method	<ol style="list-style-type: none"> a. The Participants are required to perform the following to participate in the Campaign: b. Complete and provide ALL the required details in the form made available https://nestlemalaysia.qualifioapp.com/quiz/1283257_2862/MAGGI-Sah-Malaysia-2023-Air-Tangan-Kita.html Interested Participant must in particular, indicate clearly if he/she “agrees” to be featured on the Organiser’s MAGGI digital media platforms (including but not limited to the MAGGI website and social media platforms) c. Click Send to submit form d. Details provided by the Participant to participate in the Campaign shall not contain any improper/inappropriate content including but not limited to content which may contain profanities or contents that may invoke sensitivity e. Only Participants who have indicated clearly that he/she has ‘agreed’ to be featured on the Organiser’s MAGGI digital media platforms can submit the form and to take part in the Campaign. f. Participants who have successfully completed and submitted the forms will receive a confirmation message from the Organiser on the submission page.

	<p>g. Successful Participants will each receive an “AI Generated” image of the Participant based on the details provided by the Participant via email from the Organiser.</p> <p>h. Participants may see their “AI Generated” images featured on the Organiser’s digital media platforms, if selected by the Organiser.</p> <p>i. The Participants agree and acknowledge that the Organiser may contact, tag and post the “AI Generated Images” of the Participant on the Organiser’s social media account based on the details provided by the Participants.</p> <p>j. The Organiser shall have the absolute discretion to disregard/ disqualify any submissions which contain contents that may be improper/inappropriate including but not limited to submissions that contain profanities or contents that may invoke sensitivity.</p>
Entry Deadline	All forms must be submitted on or before 23:59:59, 31/10/2023.
Additional terms	<p>a. The Organiser utilises the services of Midjourney platform to generate the “AI Generated” images. The Midjourney platform services is provided by the service provider, Midjourney Inc. , a communications technology incubator that provides image generation services to augment human creativity and foster social connection.</p> <p>b. The Participants acknowledge, understand, and agree that their details and stories based on the answered questions in the form may be shared by the Organiser across different media platforms (including the Midjourney platform as well as such other third party platforms, where necessary) for the purposes of the Campaign and generation of the “AI Generated” images.</p> <p>c. The Organiser shall not be responsible or liable for any misinterpretation or misrepresentation of any details submitted by the Participants for purposes of the Campaign and generation of the “AI Generated” images.</p> <p>d. The Participants further acknowledge and agree that the images they receive are AI-generated and may exhibit unintentional similarities in people, places, and objects where the Organiser will not be held liable. While efforts are made to ensure distinctiveness between each generated image / video, the inherent nature of AI processes may lead to coincidental resemblances. The Organiser does not warrant that the “AI Generated” images generated for purposes of the Campaign and/or the Participants will not infringe any intellectual property (including but not limited to copyright) of any third parties. It is agreed that neither the Organiser nor the Participant has any obligation to indemnify or defend the other with respect to any</p>

	<p>claim, demand or cause of action for infringement or alleged infringement of any copyright or other intellectual property right arising out of or connected with any use of the “AI Generated” images.</p> <p>e. By participating in this Campaign and agreeing to be featured on the Organiser’s digital media platforms (including but not limited to the MAGGI website and social media platforms), the Participants hereby irrevocably consent to:</p> <ul style="list-style-type: none"> i) the use of the “AI Generated” images featuring the name, image, likeness, any and all attributes of the Participant’s personality in connection with any photographs, audio/video recordings, illustration, animation, publications, and/or any other reproductions or adaptations created thereof for any matter related to the Participant (“Participant’s AI Generated Material”) for publicity, advertising, trade or promotional purposes in any of the Organiser’s digital media platforms without prior notice to the Participant. ii) waive any and all rights to any form of payment, compensation and / or fees in connection with the publication and/or use of any of the Participants’ AI Generated Material by the Organiser for publicity, advertising, trade or promotional purposes on any of the Organiser’s digital media platforms iii) grant a non-exclusive, royalty free, worldwide, irrevocable and perpetual license to the Organiser and Midjourney Inc. (including their successors and/or assignees), the right to reproduce, prepare, derivative works of, publicly display, publicly perform, sub-licence and distribute text as well as image prompts the Participants shared with the Organiser for purposes of generating the Participant’s AI Generated Material.
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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.
- 2.4 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 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. Disqualification

- 4.1 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.
- 4.2 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. 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.

6. 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 licensed to the Organiser and/ or Midjourney Inc. a communications technology incubator that provides image generation services to augment human creativity and foster social connection. The Organiser and/ or Midjourney Inc. 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.

7. 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.

8. Limitation of Liability

- 8.1 The Participant's participation in the Campaign shall be at the Participant's own risk.
- 8.2 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.

9. General

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 Where the Terms and Conditions of the Campaign. 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.
- 9.6 The Terms and Conditions of the Campaign. shall be construed, governed and interpreted in accordance the laws of Malaysia.

10. Privacy Notice

- 10.1 By participating in this Campaign, 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.
- 10.2 Dengan menyertai Kempen ini, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di www.nestle.com.my/info/privacy_notice.