



MAGGI® 'The Heart & Soul of Chinese New Year' Appreciation Kit Contest

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Promotion	MAGGI® 'The Heart & Soul of Chinese New Year' Appreciation Kit Contest
Promotion Period	18 th January 2024 - 29 th February 2024
Eligibility	The contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period.
Entry Mode	<p>Online Form Submission</p> <p>1. Form Submission: To participate in the Promotion, participants must complete an online form made available on https://www.maggi.my/en/maggi-happenings/CNY-appreciation-kit https://www.maggi.my/ms/aktiviti-maggi/CNY-kit-penghargaan, providing the following details:</p> <ul style="list-style-type: none">○ Personal Information of the participant:<ul style="list-style-type: none">- First Name- Last Name- Identification No (IC)- Email- Mobile Number○ Information of the person the Participant would like to nominate ("Cook"):<ul style="list-style-type: none">- Name of the Cook *- Photo of the nominated Cook <i>(Photo example: A heartwarming image of the cook in their element (preparing CNY dishes, enjoying a family meal, etc)).</i>- Caption of Appreciation* (in not more than 225 characters) of the Cook nominated <i>(The caption of appreciation should:</i><ul style="list-style-type: none"><i>(a) Highlight the reasons why the Cook makes their CNY celebrations special.</i><i>(b) Describe specific moments or traditions associated with the Cook and his/her culinary contributions.</i>

	<p style="text-align: center;"><i>(c) Demonstrate sincere gratitude towards and personal connection with the Cook.)</i></p> <p>*Note: The name of the nominated Cook and “Caption of Appreciation” can be submitted in either English, Bahasa Malaysia or Mandarin.</p> <ol style="list-style-type: none"> 2. Throughout the contest period, participants are allowed to submit more than one entry. However, all participants are entitled to win only once (1). 3. The Organiser will not accept any alteration to the form or any of its content upon submission by the participant.
<p>Entry Deadline</p>	<p>All Webform Entries must be received by the Organiser by 23:59:59 on 29th February 2024. Any entry received outside the Contest Period shall be automatically disqualified.</p> <p>For the submission, the Organiser shall receive the submission of Entries by 23:59:59 of the last date of each period as tabulated below:</p> <p>Batch 1: 18th January 2024 - 31st January 2024 Batch 2: 1st February 2024 - 14th February 2024 Batch 3: 15th February 2024 - 29th February 2024</p> <p>As part of the winner’s selection process, the Organiser will select the winners based on the numbers allocated for each batch (as defined below) throughout the Promotion Period.</p> <p><u>Number of winners allocated for each batch:</u> Batch 1 : 18th Jan – 31st Jan (666 winners) Batch 2 : 1st Feb – 14th Feb (666 winners) Batch 3 : 15th Feb – 29th Feb (668 winners)</p>
<p>Judging Details</p>	<p>Entries will be verified based on the following:</p> <ol style="list-style-type: none"> 1. All required personal details have been provided for the contest submission (First Name, Last Name, Identification No (IC), Email, Mobile Number); 2. Name of Cook, clear picture of participant’s picture of Cook as well as appreciation caption; 3. No alteration or duplication for every submission. <p>WINNER SELECTION AND SHORTLISTING METHOD:</p> <p>Selection of winners will be decided based on the below:</p> <p>i. Most relevant and impactful visual [25 points]</p> <ul style="list-style-type: none"> ● Picture of Cook only (not cooking): 10 points ● Picture of Cook with a dish: 15 points ● Picture of Cook preparing dishes: 20 points ● Picture of participant with Cook preparing dishes: 25 points

- ii. Most inspiring caption with a highlight of a moment [30 points]
 - Caption only highlighting “thank you”: 10 points
 - Caption to include a specific moment with the Cook: 20 points
 - Caption on how the person has inspired you to be a Cook: 30 points
- iii. Overall creativity of the caption and visual [25 points]
- iv. Inclusion of any 1 MAGGI® product within the photo [20 points]

A total of **two thousand (2,000) winners** will be selected throughout the Contest Period.

In the event if all received entries accumulated an equal number of points in the same batch, the selection of winners will then be based on the time of submission, with preference given to the earliest submissions.

For Example :

Participant A and B = 100 points respectively

- Participant A submission time and date: 19 Jan 2024, 1.00pm
- Participant B submission time and date: 19 Jan 2024, 4.00pm
- Participant A will be shortlisted as the winner based on the earliest time of submission.

The list of winners will be announced on the Organiser’s website:
<https://www.maggi.my/en/maggi-happenings/CNY-appreciation-kit>
<https://www.maggi.my/ms/aktiviti-maggi/CNY-kit-penghargaan>

Shortlisted Entries

Once an Entry is verified, shortlisted entries selected based on the judging criteria will be informed or contacted via WhatsApp from the contest number 013-611 3001 .

Shortlisted winners must reply via WhatsApp to the promotion number 013-611 3001 within two (2) working days to be eligible to win the appreciation kit failing which, will result in forfeiture of the prize and the next shortlisted winner shall be selected as replacement. The Organiser will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons.

Upon receipt of the WhatsApp Response from the shortlisted winners (“**Qualified Winners**”), the Qualified Winners will further be contacted via the same WhatsApp number 013-611 3001 to confirm the delivery address. The Organiser will not be held liable in the event the Qualified Winners cannot be contacted for whatever reasons.

<p>Prizes</p>	<p>Prizes</p> <p>A total of two thousand (2,000) winners with the highest scoring points based on the “Shortlisting Method” will be selected throughout the Contest Period. Each winner will receive One (1) MAGGI® Appreciation Kit, which consists of:</p> <ul style="list-style-type: none"> • One (1) MAGGI® Oyster Sauce 340g • One (1) MAGGI® CukupRasa™ 100g • One (1) MAGGI® Exclusive Chinese New Year Themed Plate • Two (2) MAGGI® Mee Goreng Laksa Warisan 78g • One (1) set of MAGGI® Ang Pao (6 pieces) • One (1) MAGGI® Chinese New Year Recipe Leaflet <p>The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Appreciation Kit due to any other unforeseen circumstances beyond the Organiser’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>The Organizer shall not be liable for any loss or damage that occurs to the Appreciation Kit during the delivery process. Any other additional costs (i.e., travel expenses, transportation cost, duties and taxes) involved to redeem or collect the Appreciation Kit shall be borne by the winners at their own cost.</p> <p>The Organiser reserves its right at its absolute discretion to substitute any of the Appreciation Kit won with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.</p> <p>All winners must, upon request by the Organiser, provide such requested identification documents for verification prior to the delivery of the Appreciation Kit. Failure to verify within the stipulated time frame will result in disqualification of the winner and forfeiture of the appreciation kit.</p>
<p>Prize Claim/ Delivery Date</p>	<p>All MAGGI® Appreciation Kits will be processed for delivery to the winners within fourteen (14) working days from the receipt of delivery details from winners. The Organiser reserves the right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p>

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, collectively “Terms and Conditions”, and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).*

B: Conditions of Entry

1. Introduction

- 1.1 These 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 Contest Period, make Appreciation Kit substitutions, cancel, terminate or suspend the Contest 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 Contest including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Contest Entries

- 2.1 By submitting an entry to the Contest, 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 Contest, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.
- 2.4 Proof of submission of an entry is a proof, however the Organiser shall not be liable for any delay, lost, damage and/or 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

The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period, and with a valid identification document and residential address in Malaysia.

4. Ineligibility

The following groups of persons shall not be eligible to participate in the Contest:

- (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 Contest 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 Contest by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by the Organiser when requested.

5.3 In the event of a disqualification after an Appreciation Kit has been awarded, the Organiser reserves the right to demand for the return of the Appreciation Kit 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 Appreciation Kit in accordance with the Gift Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Appreciation Kit will be dealt with.
- 6.2 Appreciation Kit is 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 an Appreciation Kit shall be the responsibility of the Winner.
- 6.4 All Appreciation Kit must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Appreciation Kit.

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 Contest (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 Contest 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 Contest, acceptance of any Appreciation Kit, and/or the use of the Participant's entry and/or likeness in connection with the Contest or violation of the Terms and Conditions,

10. Limitation of Liability

- 10.1 The Participant's participation in the Contest 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 Contest, as well as the redemption and/or utilisation of any Appreciation Kit 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 Contest 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 Contest, in particular that relates to the Appreciation Kit, are the properties of their respective owners. This Contest 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 Contest are 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 Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the MAGGI® 'The Heart & Soul of Chinese New Year' Appreciation Kit Contest, 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 **Peraduan MAGGI® 'The Heart & Soul of Chinese New Year' Kit Penghargaan**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di www.nestle.com.my/info/privacy_notice.