



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 TEROKAI DUNIA KOPI BERSAMA NESCAFÉ.
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 01/10/2022 and closes at 23:59:59 on 30/11/2022.
4. <u>Eligibility:</u>	The Promotion is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period. The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Entry Method:</u>	<p>a. To participate in the Promotion, purchase in a single receipt from any instore and online outlets ["Outlets"] during the Promotion Period a minimum of Ringgit Malaysia Fifteen [RM15] of any mix of:</p> <ul style="list-style-type: none">i. any participating NESCAFÉ products,ii. NESCAFÉ DOLCE GUSTO Capsule; andiii. NESTLE COFFEE-MATE products. <p>b. For the list of Products, please refer to the table below:</p>

NESCAFÉ® CAN
NESCAFÉ® ORIGINAL CAN (24 X 240ML)
NESCAFÉ® MOCHA (24 X 240ML)
NESCAFÉ® LATTE CAN (24 X 240ML)
NESCAFÉ® TARIK CAN (24 X 240ML)
NESCAFÉ® TARIK KAW CAN (24 X 300ML)
NESCAFÉ® ICE CAN (24 X 300ML)
NESCAFÉ® WHITE COFFEE CAN (24 X 240ML)
NESCAFÉ® KOPI-O CAN (24 X 240ML)
NESCAFÉ® COLD BREW RANGE CAN (HAZELNUT & LATTE)
NESCAFÉ® CHAM (24 X 240ML)
NESCAFÉ® KOPI-C (24 X 240ML)
NESCAFÉ® PET CLUSTER
NESCAFÉ® ICED CAPPUCINO
NESCAFÉ® ICED CAFFE LATTE
NESCAFÉ® ICED CHOCOCINO
NESCAFÉ® ORIGINAL CAN 4(6 X 240ML)
NESCAFÉ® MOCHA CAN 4(6 X 240ML)
NESCAFÉ® LATTE CAN 4(6 X 240ML)
NESCAFÉ® TARIK KAW 4(6 X 240ML)
NESCAFÉ® PURE SOLUBLE
NESCAFÉ® CLASSIC REFILL PACK (24 X 100G)
NESCAFÉ® CLASSIC REFILL PACK (24 X 200G)
NESCAFÉ® CLASSIC REFILL PACK (24 X 300G)
NESCAFÉ® CLASSIC REFILL PACK (24 X 50G)
NESCAFÉ® CLASSIC JAR (12 X 200G)
NESCAFÉ® CLASSIC JAR (24 X 50G)
NESCAFÉ® CLASSIC JAR (24 X 100G)
NESCAFÉ® CLASSIC DARK ROAST REFILL PACK (24 X 200G)
NESCAFÉ® CLASSIC DARK ROAST REFILL PACK (24 X 50G)
NESCAFÉ® DECAF JAR (24 X 100G)
NESCAFÉ® GOLD ORIGINAL CPCLMBBJARSGN (6 X 100G)
NESCAFÉ® GOLD DECAFFEIN IN5 (12 X 100G)
NESCAFÉ® GOLD ORIGINAL ALT ARICA FLCSG (6 X 100G)
NESCAFÉ® GOLD ORIGINAL INT5 (12 X 50G)
NESCAFÉ® GOLD ORIGINAL INT5 (15 X 170G)
NESCAFÉ® GOLD STICKBOX 24 (20 X 2G)
NESCAFÉ® GOLD ORIGINAL IN5 (6 X 200G)
NESCAFÉ® GOLD ORIGINAL IN5 (12 X 100G)
NESCAFÉ® KOPI KEDAH TIN (12 x 170G)

NESCAFÉ® MIXES
NESCAFÉ® GOLD AMERICANO 24(15 X 12G)
NESCAFÉ® GOLD CREAMY LATTE 24(12 X 31G)
NESCAFÉ® GOLD DARK LATTE 24(12 X 34G)
NESCAFÉ® GOLD FLAT WHITE 24(15 X 24G)
NESCAFÉ® LATTE CARAMEL STP 24(20X 25G)
NESCAFÉ® LATTE CARAMEL STP 36(5 X 25G)
NESCAFÉ® LATTE MILK TEA 36(5 X 25G)
NESCAFÉ® LATTE HAZELNUT STP 24(20 X 24G)
NESCAFÉ® LATTE MILK TEA 24(15 X 25G)
NESCAFÉ® LATTE MOCHA STP 24(15 X 31G)
NESCAFÉ® TARIK 24(15 X 32G)
NESCAFÉ® 3in1 ORIGINAL STP 24(25 X 18G)
NESCAFÉ® 3in1 ORIGINAL STP 36(5 X 18G)
NESCAFÉ® 3in1 RICH STP 24(25 X 18G)
NESCAFÉ® 3in1 MILD STP 24(25 X 18G)
NESCAFÉ® 3in1 ORIGINAL (100 X 19G)
NESCAFÉ® 3in1 WHITE 24(15 X 32G)
NESCAFÉ® WHITE COFFEE ORIGINAL 24(15 X 33G)
NESCAFÉ® WHITE COFFEE HAZELNUT 24(15 X 33G)
NESCAFÉ® KOPI O 24(15 X 16G)
COFFEE-MATE POUCH (24X450G)
COFFEE-MATE NDC DOY (48X200G)
NESTLÉ® COFFEE-MATE NDC MP 20(50X5G)
DOLCE GUSTO
NDG CAFÉ AU LAIT (3 x 160G)
NDG GREEN TEA LATTE (3 x 160G)
NESCAFÉ® DOLCE ESPRESSO INTENSOGPS (3 x 96G)
NESCAFÉ® DOLCE AMERICANORICHARMG (3 x 128G)
NESCAFÉ® DOLCE GUSTO CAPP (3 x 186.4G)
NESCAFÉ® DOLCE GUSTO CLD BREW (3 x 116.4G)
NESCAFÉ® DOLCE GUSTO FLA WHT (3 x 187.2G)
NESCAFÉ® DOLCE GUSTO GRNDINSO (3 x 144G)
NESCAFÉ® DOLCE GUSTO CHOCNO (3 x 256G)
NESCAFÉ® DOLCE GUSTO LTMAC (3 x 183.2G)

- c. The receipt can come in the form of printed receipts from the respective instore Outlets 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 Fifteen [RM15] and above to qualify ["Receipt"].
- 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"].
- e. Exclusive at LOTUS'S: For participants with purchases from any LOTUS'S instore and online outlets during the Promotion Period will also stand a chance to win additional prizes. Please refer Clause 12 and Clause 13 below.
- f. Exclusive at ECONSAVE: For participants with purchases from any ECONSAVE instore outlets during the Promotion Period will also stand a chance to win additional prizes. Please refer Clause 14 and Clause 15 below.
- g. The Organiser will allocate serial numbers according to the purchase amount as

	<p>stated in the Receipt submitted. For every Ringgit Malaysia Fifteen [RM15], the Organiser will allocate one [1] serial number up to a maximum of ten [10] serial numbers. Any balance amount shall be forfeited once the maximum serial number per Receipt has been allocated. Please refer the Judging Details clauses below.</p> <p><u>For example:</u> If you purchase RM17.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate one [1] serial number. If you purchase RM179.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate ten [10] serial numbers.</p> <p>h. The Promotion submission method is via the Promotion Website only. Consumers may submit as many entries as they wish but each unique Receipt is ONLY eligible for one [1] entry submission. The Organiser shall reserve the right to disqualify any entries with reprinted and/or duplicated Receipt and/or containing more than one [1] Receipt.</p> <p>i. All Promotion entries that do not meet the requirements stated herein shall be disqualified by the Organiser.</p>
<p>6. <u>Entry Method via Website:</u></p>	<p>a. To participate in the Promotion and submit entries via Website:</p> <ol style="list-style-type: none"> i. Visit the Promotion Website and complete the Entry Form at: https://www.registration.nestle.com.my/peraduan-nescafe-terokai-dunia-kopi or scan the QR code shown on the communication materials at participating outlets. ii. Complete all the required personal details [“Personal Details”] in the Web Form provided on the Promotion Website. iii. Snap one [1] <u>clear and legible</u> picture/image in jpg or jpeg or png format [“Image”] of the Receipt complete with the Receipt Details. iv. One [1] Image must contain a picture of one [1] Receipt only and the Image file must be less than 2MB. v. Upload the Image on the Web Form and submit [“Entry”]. <p>b. The Organiser will reply with an auto-reply acknowledgment message for each Entry received.</p> <p>c. The Organiser will extract all Entries received for further processing. Incomplete Personal Details and unclear, illegible & incomplete Image 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 to produce the original Receipt upon request will result in disqualification and prize forfeiture.</p>
<p>7. <u>Entry Deadline:</u></p>	<p>a. All Entries must be received by the Organiser on or before 23:59:59 on 30/11/2022. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>8. <u>Weekly Prizes:</u></p>	<p>a. There is a total of one hundred and six [106] Weekly Prizes which consists of below prizes to be won for each week for nine [9] consecutive weeks:</p>

	<ul style="list-style-type: none"> i. One [1] 1st Prize in the form of a HONDA BEAT. ii. Five [5] 2nd Prizes in the form of a SAMSUNG GALAXY A22 each. iii. One hundred [100] 3rd Prizes in the form of RM100 Touch 'n Go eWallet PIN code. <p>b. There is a total of nine hundred and fifty-four [954] Weekly Prizes to be won throughout the Promotion Period.</p> <p>c. The Promotion nine [9] weekly periods are as per below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Week 1: 01/10 – 07/10/2022</td> <td style="width: 50%;">Week 2: 08/10 – 14/10/2022</td> </tr> <tr> <td>Week 3: 15/10 – 21/10/2022</td> <td>Week 4: 22/10 – 28/10/2022</td> </tr> <tr> <td>Week 5: 29/10 – 04/11/2022</td> <td>Week 6: 05/11 – 11/11/2022</td> </tr> <tr> <td>Week 7: 12/11 – 18/11/2022</td> <td>Week 8: 19/11 – 25/11/2022</td> </tr> <tr> <td>Week 9: 26/11 – 30/11/2022</td> <td></td> </tr> </table>	Week 1: 01/10 – 07/10/2022	Week 2: 08/10 – 14/10/2022	Week 3: 15/10 – 21/10/2022	Week 4: 22/10 – 28/10/2022	Week 5: 29/10 – 04/11/2022	Week 6: 05/11 – 11/11/2022	Week 7: 12/11 – 18/11/2022	Week 8: 19/11 – 25/11/2022	Week 9: 26/11 – 30/11/2022	
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Week 5: 29/10 – 04/11/2022	Week 6: 05/11 – 11/11/2022										
Week 7: 12/11 – 18/11/2022	Week 8: 19/11 – 25/11/2022										
Week 9: 26/11 – 30/11/2022											
<p>9. <u>Judging Details – Weekly Prizes:</u></p>	<p>a. As part of the Weekly Prize Finalists 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 Receipt submitted [each a “Qualified Entry” and collectively the “Qualified Entries”]. 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 Weekly Qualified Entries”]. Assuming that the Total Weekly Qualified Entries for the week is 1003, the Organiser will compute and select based on the following:</p> <ul style="list-style-type: none"> i. Selection of one [1] 1st Prize Finalist: $1003 \div 2 = 501.5$. Since dividing 1003 with 2 will result in a number with decimal value, the number 501.5 will be rounded down to 501. The Participant with Qualified Entries of the week bearing the serial number 501 will be selected. ii. Selection of five [5] 2nd Prize Finalists: $1003 \div 5 = 200.6$. Since dividing 1002 with 5 will result in a number with decimal value, the number 200.6 will be rounded down to 200. The following 5 Participants with Qualified Entries of the week bearing the following serial numbers will be selected: 200*, 400*, 600*, 800 and 1000. [*computation example: 200, 200+200=400, 400+200=600]. iii. Selection of one hundred [100] 3rd Prize Finalists: $1003 \div 100 = 10.3$. Since dividing 1003 with 100 will result in a number with decimal value, the number 10.3 will be rounded down to 10. The following 100 Participants with Qualified Entries of the week bearing the following serial numbers will be selected: 10*, 20*, 30*, 40, 50, 60, 70, 80, 90 and so forth [*computation example: 10, 10+10=20, 20+10=30]. 										
<p>10. <u>Main Prizes:</u></p>	<p>a. There is a total of three [3] Main Prizes which consists of below prizes to be won at the end of the Promotion Period:</p> <ul style="list-style-type: none"> i. One [1] Grand Prize which consists of a Travel Package to Visit a Coffee Plantation in Sao Paulo, Brazil for 2 pax. ii. One [1] 2nd Prize which consists of a Travel Package to Visit a Coffee Plantation in 										

	<p>Cusco, Peru for 2 pax.</p> <p>iii. One [1] 3rd Prize which consists of a Travel Package to Visit a Coffee Plantation in Dalat, Vietnam for 2 pax.</p> <p>b. All the Main Prizes are inclusive of economy class airfares (ex-Kuala Lumpur), twin-sharing accommodation, daily breakfast only, airport transfers and ground transport.</p> <p>c. The Organiser will notify all the Main Prize Winners of the itinerary of their Travel Packages.</p>
<p>11. <u>Judging Details – Main Prizes:</u></p>	<p>a. As part of the Main Prize Finalists 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 Receipt submitted [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>b. 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 26666, the Organiser will compute and select based on the following:</p> <p>i. Selection of one [1] Grand Prize, one [1] 2nd Prize and one [1] 3rd Prize Finalists: $26666 \div 3 = 8888.6$. Since dividing 26666 with 3 will result in a number with decimal value, the number 8888.6 will be rounded down to 8888. The following 3 Participants with Qualified Entries bearing the following serial numbers will be selected as:</p> <ul style="list-style-type: none"> • Grand Prize Finalist – 8888*, • 2nd Prize Finalist – 17776*, and • 3rd Prize Finalist – 26664* <p>[*computation example: 8888, $8888+8888=17776$, $17776+8888=26664$].</p>
<p>12. <u>Exclusive at LOTUS’S Weekly Prizes:</u></p>	<p>a. There is one [1] Weekly Prizes for Exclusive at LOTUS’S in the form of a HONDA BEAT to be won for each week for nine [9] consecutive weeks.</p> <p>b. There is a total of nine [9] Exclusive at LOTUS’S Weekly Prizes to be won throughout the Promotion Period.</p>
<p>13. <u>Judging Details – Exclusive at LOTUS’S Weekly Prizes:</u></p>	<p>a. To select the Finalists for each week, ALL <u>Qualified Entries with LOTUS’S receipts</u> collected and processed by the Organiser during the Winners’ selection process and throughout each week will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>b. Each week the serial numbers allocated to each <u>Qualified Entries with LOTUS’S receipts</u> will be tabulated and added up to derive the total number of Qualified Entries with LOTUS’S receipts [“LOTUS’S Total Qualified Entries”]. Assuming that the Total LOTUS’S Qualified Entries for the week is 101, the Organiser will compute and select the finalists [“Finalist”] to win the prizes based on the following:</p> <p>i. Selection of one [1] LOTUS’S Weekly Prize Finalists: $101 \div 2 = 50.5$. Since</p>

	<p>dividing 101 with 2 will result in a number with decimal value, the number 50.5 will be rounded down to 50. The Participant with LOTUS'S Qualified Entry of the week bearing the serial number 50 will be selected as the Finalists.</p>
<p>14. <u>Exclusive at ECONSAVE Weekly Prizes:</u></p>	<p>a. There are twenty [20] Weekly Prizes for Exclusive at ECONSAVE in the form of a RM50 ECONSAVE Voucher each to be won for each week for nine [9] consecutive weeks.</p> <p>b. There is a total of one hundred and eighty [180] Exclusive at ECONSAVE Weekly Prizes to be won throughout the Promotion Period.</p>
<p>15. <u>Judging Details – Exclusive at ECONSAVE Weekly Prizes:</u></p>	<p>a. To select the Finalists for each week, ALL <u>Qualified Entries with ECONSAVE receipts</u> collected and processed by the Organiser during the Winners' selection process and throughout each week will separately be allocated a set of serial numbers starting from serial number "1".</p> <p>b. Each week the serial numbers allocated to each <u>Qualified Entries with ECONSAVE receipts</u> will be tabulated and added up to derive the total number of Qualified Entries with ECONSAVE receipts ["ECONSAVE Total Qualified Entries"]. Assuming that the Total ECONSAVE Qualified Entries for the week is 201, the Organiser will compute and select the finalists ["Finalist"] to win the prizes based on the following:</p> <p>i. Selection of twenty [20] ECONSAVE Weekly Prize Finalists: $201 \div 20 = 10.05$. Since dividing 201 with 20 will result in a number with decimal value, the number 10.05 will be rounded down to 10. The following 20 Participants with ECONSAVE Qualified Entries of the week bearing the following serial numbers will be selected: 10*, 20*, 30*, 40, 50, 60, and so forth [*computation example: 10, $10+10=20$, $20+10=30$].</p>
<p>16. <u>Additional Terms:</u></p>	<p>a. The Organiser will contact all selected Finalists via WhatsApp from 6018 388 0131 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 via WhatsApp for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win:</p> <p>i. One [1] Weekly Prize of the highest value per week, [up to a maximum of two [2] weekly prizes],</p> <p>ii. One [1] Main Prize of the highest value; and</p> <p>iii. One [1] Exclusive at LOTUS'S Weekly Prize.</p> <p>iv. One [1] Exclusive at ECONSAVE Weekly Prize.</p> <p>c. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment.</p>

	<p>d. All the Prizes will be delivered to the addresses provided by the Winners within 6 – 8 weeks from 30/11/2022. All Touch ‘n Go eWallet PIN codes will be sent to the Winners mobile number within 6 – 8 weeks from 30/11/2022.</p> <p>e. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>f. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited. The Organiser reserves the right to substitute any prize for an alternative of equal or greater value.</p> <p>g. 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>h. 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 available at: <https://www.nescafe.com/my/our-campaigns> 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”).

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 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/privacy_notice bm](http://www.nestle.com.my/info/privacy_notice_bm).