



Nestlé

Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966].
2. <u>Promotion:</u>	PERADUAN MAGGI SELERA PUAS, SEMANGAT MEMBARA 2022.
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 16/10/2022 and closes at 23:59:59 on 24/12/2022.
4. <u>Eligibility:</u>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Participating Products & Entry Methods:</u>	<p>a. To participate in the Promotion, purchase a minimum of one [1] of any participating products ["Products"] listed below in a single printed receipt ["Receipt"] as the proof of purchase from any participating instore and online outlets ["Outlets"] during the Promotion Period.</p> <p>b. Below are the Products:</p> <ol style="list-style-type: none">i. MAGGI HOT CUPii. MAGGI HOT MEALZiii. MAGGI PEDAS GILERiv. MAGGI FUSIAN <p>c. The Receipt can come in the form of printed and/or hand-written receipts from in store Outlet point-of-sale systems or tax invoice for online purchases. For tax invoices for online purchases with promotion codes and/or discount vouchers, only the final paid amount will be accepted.</p> <p>d. The Receipt must bear the receipt number, name and/or logo of the outlet and at which the purchase was made and the required Products clearly stated. 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. There are two [2] methods of participation in the Promotion which is either via:</p> <ol style="list-style-type: none">i. Website; or

	<p>ii. WhatsApp. All other methods of submission will be disqualified.</p> <p>f. Each Receipt is ONLY eligible to one [1] entry EITHER via Website OR via WhatsApp. The Organiser shall reserve the right to disqualify any Promotion entries with reprinted Receipt and/or duplicated Receipt and/or containing more than one [1] Receipt.</p> <p>g. The Organiser will allocate serial numbers according to the purchase quantity as stated in the Receipt submitted. For every purchase of one [1] Product, the Organiser will allocate one [1] serial number. Please refer the Judging Details clauses below. <u>For example:</u></p> <ul style="list-style-type: none"> - If you purchase two [2] MAGGI PEDAS GILER in a single Receipt during the Promotion Period, the Organiser will allocate two [2] serial numbers. - If you purchase one [1] MAGGI HOT CUP Multipack 6s in a single Receipt during the Promotion Period, the Organiser will allocate six [6] serial numbers. <p>h. 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> <ul style="list-style-type: none"> i. Write on the front of the Receipt your full name and identification number ["Personal Details"]. <u>For example, write on the Receipt: Lee Mei Mei 010102148586</u> ii. Visit the Promotion Website: https://www.registration.nestle.com.my/maggifootball-fiesta-2022 or scan the QR code shown on the communication materials at the Outlets. iii. Complete all the required personal details ["Personal Details"] and Receipt Details in the Web Form provided on the Promotion Website. iv. 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. v. One [1] Image must contain a picture of one [1] Receipt only and the Image file must be less than 2MB. vi. Upload the Image on the Web Form and submit ["Website Entry"]. vii. The Organiser will reply with an autoreply acknowledgment message for each Website Entry received. <p>b. The Organiser will extract all Website Entries received for further processing. Incomplete Personal Details and unclear, illegible & incomplete Image 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</p>

	to produce the original Receipt upon request will result in disqualification and prize forfeiture.										
7. <u>Entry Method via WhatsApp:</u>	<p>a. To participate in the Promotion and submit entries via WhatsApp:</p> <ol style="list-style-type: none"> i. Write on the front of the Receipt your full name and identification number ["Personal Details"]. <i>For example, write on the Receipt: Lee Mei Mei 010102148586</i> ii. Snap one [1] <u>clear and legible</u> picture/image of one [1] Receipt complete with your Personal Details and Receipt Details ["Image"]. iii. One [1] Image must contain only one [1] Receipt. iv. Submit one [1] Image via WhatsApp from any number registered in Malaysia to 6018 388 0070 ["WhatsApp Entry"]. v. The Organiser will reply with an autoreply acknowledgment message for each WhatsApp Entry received. <p>b. The Organiser will extract all WhatsApp Entries received for further processing. Unclear, illegible and incomplete 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>										
8. <u>Exclusive at MYNEWS:</u>	<p>a. For participants with purchases from any MYNEWS outlets are eligible to win <u>additional</u> prizes from MYNEWS. Please refer Clause 14 to Clause 17.</p> <p>b. The MYNEWS Prizes are exclusive to all Participants that submit their Entries with a MYNEWS Receipt.</p>										
9. <u>Entry Deadline:</u>	All Website and WhatsApp Entries must be received by the Organiser on or before 23:59:59 on 24/12/22. All Website and WhatsApp Entries received outside the Promotion Period will be automatically disqualified.										
10. <u>Weekly Prizes:</u>	<p>a. There are eight [8] Weekly Prizes in the form of a Branded Football Jersey worth RM300 each to be won each week for ten [10] consecutive weeks. In total, there are eighty [80] Weekly Prizes to be won throughout the Promotion Period.</p> <p>b. The ten [10] weekly periods are as per below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Week 1: 16/10 – 22/10/2022</td> <td style="width: 50%;">Week 2: 23/10 – 29/10/2022</td> </tr> <tr> <td>Week 3: 30/10 – 05/11/2022</td> <td>Week 4: 26/11 – 12/11/2022</td> </tr> <tr> <td>Week 5: 13/11 – 19/11/2022</td> <td>Week 6: 20/11 – 26/11/2022</td> </tr> <tr> <td>Week 7: 27/11 – 03/12/2022</td> <td>Week 8: 04/12 – 10/12/2022</td> </tr> <tr> <td>Week 9: 11/12 – 17/12/2022</td> <td>Week 10: 18/12 – 24/12/2022</td> </tr> </table>	Week 1: 16/10 – 22/10/2022	Week 2: 23/10 – 29/10/2022	Week 3: 30/10 – 05/11/2022	Week 4: 26/11 – 12/11/2022	Week 5: 13/11 – 19/11/2022	Week 6: 20/11 – 26/11/2022	Week 7: 27/11 – 03/12/2022	Week 8: 04/12 – 10/12/2022	Week 9: 11/12 – 17/12/2022	Week 10: 18/12 – 24/12/2022
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Week 7: 27/11 – 03/12/2022	Week 8: 04/12 – 10/12/2022										
Week 9: 11/12 – 17/12/2022	Week 10: 18/12 – 24/12/2022										
11. <u>Judging Details –</u>	a. As part of the Weekly Prize Finalists' selection process, the Organiser will combine all the Website Entries and WhatsApp Entries according to date										

<p><u>Weekly Prizes:</u></p>	<p>and time received 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 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 802, the Organiser will compute and select based on the following:</p> <p>i. Selection of eight [8] Weekly Prize Finalists: $802 \div 8 = 100.2$. Since dividing 802 with 8 will result in a number with decimal value, the number 100.2 will be rounded down to 100. The following 8 Participants with Qualified Entries of the week bearing the following serial numbers will be selected as the Finalists: 100*, 200*, 300*, 400, 500, 600, 700 and 800 [*computation example: 100, $100+100=200$, $200+100=300$].</p>
<p>12. <u>Grand Prizes:</u></p>	<p>a. There are five [5] Grand Prizes in the form of One [1] Branded Game Console with Branded Football Game each to be won at the end of the Promotion Period.</p>
<p>13. <u>Judging Details – Grand Prizes:</u></p>	<p>a. As part of the Grand 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 Promotion 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 6001, the Organiser will compute and select the Grand Prize finalists based on the following:</p> <p>i. Selection of five [5] Grand Prize Finalists: $6001 \div 5 = 1200.2$. Since dividing 6001 with 5 will result in a number with decimal value, the number 1200.2 will be rounded down to 1200. The following 5 Participants with Qualified Entries of the bearing the following serial numbers will be selected: 1200*, 2400*, 3600*, 4800 and 6000 [*computation example: 1200, $1200+1200=2400$, $1200+2400=3600$].</p>
<p>14. <u>MYNEWS Weekly Prizes:</u></p>	<p>a. There are twelve [12] Weekly Prizes in the form of a Touch n’ Go e-wallet PIN worth RM50 each to be won each week for ten [10] consecutive weeks. In total, there are one hundred & twenty [120] Weekly Prizes to be won throughout the Promotion Period.</p>

<p>15. <u>Judging Details – MYNEWS Weekly Prizes:</u></p>	<p>a. As part of the MYNEWS Weekly Prize Finalists’ selection process, the Organiser will combine all the Website Entries and WhatsApp Entries according to date and time received 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 according to the MYNEWS Receipt submitted [each a “MYNEWS Qualified Entry” and collectively the “MYNEWS 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 MYNEWS Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total MYNEWS Weekly Qualified Entries”]. Assuming that the Total MYNEWS Weekly Qualified Entries for the week is 802, the Organiser will compute and select based on the following:</p> <p>i. Selection of twelve [12] MYNEWS Weekly Prize Finalists: $802 \div 12 = 66.8$. Since dividing 802 with 12 will result in a number with decimal value, the number 66.8 will be rounded down to 66. The following 12 Participants with Qualified Entries of the week bearing the following serial numbers will be selected as the Finalists: 66*, 132*, 198*, 264, 330, 396, 462, 528, 594, 660, 726 and 792 [*computation example: 66, $66+66=132$, $132+66=198$].</p>
<p>16. <u>MYNEWS Grand Prizes:</u></p>	<p>a. There are eight [8] MYNEWS Grand Prizes consisting of A NINTENDO SWITCH worth RM1,699 each to be won throughout the Promotion Period.</p>
<p>17. <u>Judging Details – MYNEWS Grand Prizes:</u></p>	<p>a. To select the MYNEWS Grand Prizes Finalists, ALL <u>Qualified Entries with MYNEWS 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 MYNEWS Receipt submitted [each a “MYNEWS Qualified Entry” and collectively the “MYNEWS Qualified Entries”]. A set of serial numbers will be allocated for the MYNEWS Qualified Entries starting from serial number “1”.</p> <p>b. The serial numbers allocated to each MYNEWS Qualified Entry will be tabulated and added up to derive the total number of MYNEWS Qualified Entries [“Total MYNEWS Qualified Entries”]. Assuming that the Total MYNEWS Qualified Entries received is 3667 the Organiser will compute and select the finalists based on the following:</p> <p>i. Selection of eight [8] MYNEWS Grand Prize Finalists: $3667 \div 8 = 458.3$. Since dividing 3667 with 8 will result in a number with decimal value, the number 458.3 will be rounded down to 458. The following 8 Participants with MYNEWS Qualified Entries bearing the following serial numbers will be selected: 458*, 916*, 1374*, 1832, 2290, 2748, 3206 and 3664. [*computation example: 458, $458+458=916$, $916+458=1374$].</p>

<p>18. <u>Additional Terms:</u></p>	<p>a. The Organiser will contact all selected Finalists from 6018 388 0070 via 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> <ul style="list-style-type: none"> i. One [1] Weekly Prize per week, ii. One [1] Grand Prize, iii. One [1] MYNEWS Weekly Prize, and iv. One [1] MYNEWS Grand Prize. <p>c. All prizes will be delivered to the winners within 6 – 8 weeks from 24/12/2022 to the addresses provided by the winners. 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: Website: <https://www.registration.nestle.com.my/maggifootball-fiesta-2022> collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

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

Consumer Services Contact No.: 1800 88 3433.

B. Conditions of Entry

1. Introduction

- 1.1 These conditions of entry must be read together with the Schedule to 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”). 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. 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 Gifts 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 A

- 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. Eligibility B

The following groups of persons shall 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:

- (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.

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 Gift has been awarded, the Organiser reserves the right to demand for the return of the Gift or payment of its value from the disqualified Participant.

6. Gifts

6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Gifts in accordance with the Gift Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Gifts will be dealt with.

6.2 Gifts 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 Gift shall be the responsibility of the Winner.

6.4 All Gifts must be taken according to the terms and conditions of the Organiser, its agents, sponsor or third party providing the Gift.

(a) **Tickets to an Event:**

The Organiser is not liable for any cancellation or re-scheduling that may prevent a Gift fulfilment. Tickets can only be used on the date(s) specified on the ticket.

(b) **Travel/Holiday Gifts:**

If travel is offered as a Gift, flights and accommodation are subject to availability at time of booking. The Gift 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 Gift(s) are given out on an “as it is” basis. The Gift shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Gift to the fullest extent permitted by law.
- 6.6 Gifts 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 Gift winner, the Participant must be accompanied by their parent/legal guardian throughout the Gift 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 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 Promotion, acceptance of any Gift, 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 Gift 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 Gift, 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 https://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 https://www.nestle.com.my/info/privacy_policy/privacy_bm.