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## **TERMS AND CONDITIONS**

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

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. (197901000966).
2. <b><u>Promotion:</u></b>	PERADUAN LOTUS'S BELI & MENANG DENGAN NESTLÉ MILO & NESCAFÉ 2024
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 25/07/2024 and closes at 23:59:59 on 04/09/2024.
4. <b><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.
5. <b><u>Participating Products:</u></b>	For the list of participating MILO and NESCAFÉ products ("Products"), please visit the Website: <a href="https://www.dearnestle.com.my/brands">https://www.dearnestle.com.my/brands</a> .
6. <b><u>Participation Method:</u></b>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Eighteen (RM18) ("Minimum Purchase") of any mix of MILO and/or NESCAFÉ Products in a single original receipt from any LOTUS'S instore outlets ("Receipt") and/or invoice and/or order screenshot from LOTUS'S online website ("Invoice") during the Promotion Period.</p> <p>b. <b><u>Instore Outlets Receipt:</u></b></p> <p>i. The Receipt can come in the form of printed receipts from point-of-sale systems. The Receipt must bear the name and/or logo of the outlet at which the purchase was made. If this is not available, the Receipt needs to be stamped with the official company's stamp of the outlet at which the purchase is made.</p> <p>ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount, Receipt number and name and/or logo of the outlet ("Receipt Details").</p> <p>c. <b><u>LOTUS'S Online Invoice:</u></b></p> <p>i. The Invoice can be in the form of a screenshot of invoice and/or order for online purchases from LOTUS'S online website. The Invoice must bear the</p>

	<p>name and/or logo of the LOTUS'S online website at which the online purchase was made. For online purchases with promotion codes and/or rebates and/or discount vouchers and/or shipping vouchers and/or any other discounts, the <u>final paid amount of the Products</u> must be the Minimum Purchase amount and above to be qualified.</p> <p>ii. The Invoice must also bear the date of purchase, Products purchased, purchase amount, order and/or invoice number, and name and/or logo of the LOTUS'S online website ("Invoice Details").</p> <p>d. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt submitted. For every Ringgit Malaysia Eighteen (RM18), the Organiser will allocate one (1) serial number up to a maximum of three (3) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Receipt has been allocated. Please refer to the examples below. <u>For example:</u></p> <ul style="list-style-type: none"> <li>- If you purchase RM18.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate one (1) serial number.</li> <li>- If you purchase RM94.50 of Products in a single Receipt during the Promotion Period, the Organiser will allocate a maximum of three (3) serial numbers only.</li> </ul> <p>e. The method of participation in the Promotion is <b>via Website</b> only. All other methods of submission will be disqualified. Participants may submit as many Proofs of Purchase as they wish but each Proof of Purchase is <b>ONLY</b> eligible to <b>one (1) Website entry</b> submission.</p> <p>f. The Organiser shall reserve the right to disqualify any Proof of Purchase which is illegible, with incomplete details, reprinted, duplicated, unclear, damaged, altered and/or modified in any way without further notification to the Participants. For the avoidance of doubt, the Organiser may also, without further notification to the Participant, disqualify any Proof of Purchase if the Organiser suspects that a Participant submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.</p> <p>g. <u>Entries submission via Promotion Website:</u></p> <ul style="list-style-type: none"> <li>i. Visit the Promotion Website: <a href="https://nestlemalaysia.qualifioapp.com/quiz/1446559_2862//peraduan-nestlexlotus-beli&amp;menang-milo-nescafe.html">https://nestlemalaysia.qualifioapp.com/quiz/1446559_2862//peraduan-nestlexlotus-beli&amp;menang-milo-nescafe.html</a> or scan the QR code shown on the communication materials at participating Outlets.</li> <li>ii. Complete the web form and fill in all the required personal details including a Malaysian registered mobile number compatible with WhatsApp for further communication ("Personal Details").</li> <li>iii. Snap one (1) <u>clear and legible</u> picture/image in jpg or jpeg or png format of the Proof of Purchase complete with the Proof of Purchase Details ("Image").</li> </ul>
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	<ul style="list-style-type: none"> <li>iv. One (1) Image must contain a picture of one (1) Proof of Purchase only and the Image file must be less than 5MB.</li> <li>v. Upload the Image on the web form and submit (“Entry”).</li> <li>vi. You will receive an acknowledgment message for each Entry submitted successfully.</li> </ul> <p>h. The Organiser will extract all Entries received for further processing, verification and qualifying. The Organiser shall reserve the right to disqualify any Entries with incomplete Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Proof of Purchase. All Entries will be checked for duplicates based on the Participant’s full name, ID number and mobile number submitted. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p> <p>i. The Organiser shall reserve the right to request for evidence of the original Proof of Purchase (hardcopy) for verification and prize redemption. Failure to produce the original Proof of Purchase upon request will result in disqualification and forfeiture.</p>						
<p>7. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 04/09/2024. All Entries received outside the Promotion Period will be automatically disqualified.</p>						
<p>8. <b><u>Weekly Prizes</u></b></p>	<p>a. There is a total of twenty-four (24) Weekly Prizes to be won for each week for six (6) consecutive weeks. The Weekly Prizes are as per below:</p> <ul style="list-style-type: none"> <li>i. Four (4) 1<sup>st</sup> Prize which consist of one (1) Electrical Appliances of your choice in the form of a Cash Voucher worth RM1500. Any other additional and/or miscellaneous fees, costs and/or expenses to be incurred in connection with utilising and/or maintaining the 1<sup>st</sup> Prize shall be fully borne by the sole responsibility of the 1<sup>st</sup> Prize winner.</li> <li>ii. Twenty (20) Consolation Prizes which consist of one (1) LOTUS’S Voucher worth RM200 each.</li> </ul> <p>b. There is a total of one hundred forty-four (144) Weekly Prizes to be won at the end of the Promotion Period.</p> <p>c. The pool of Entries is based on submission date and the six (6) weekly periods are as per below:</p> <table border="0" style="width: 100%;"> <tr> <td>Week 1: 25/07/2024 – 31/07/2024</td> <td>Week 2: 01/08/2024 – 07/08/2024</td> </tr> <tr> <td>Week 3: 08/08/2024 – 14/08/2024</td> <td>Week 4: 15/08/2024 – 21/08/2024</td> </tr> <tr> <td>Week 5: 22/08/2024 – 28/08/2024</td> <td>Week 6: 29/08/2024 – 04/09/2024</td> </tr> </table>	Week 1: 25/07/2024 – 31/07/2024	Week 2: 01/08/2024 – 07/08/2024	Week 3: 08/08/2024 – 14/08/2024	Week 4: 15/08/2024 – 21/08/2024	Week 5: 22/08/2024 – 28/08/2024	Week 6: 29/08/2024 – 04/09/2024
Week 1: 25/07/2024 – 31/07/2024	Week 2: 01/08/2024 – 07/08/2024						
Week 3: 08/08/2024 – 14/08/2024	Week 4: 15/08/2024 – 21/08/2024						
Week 5: 22/08/2024 – 28/08/2024	Week 6: 29/08/2024 – 04/09/2024						
<p>9. <b><u>Judging Details – Weekly Prizes:</u></b></p>	<p>a. As part of the Weekly Prize Finalists’ selection process, the Organiser will tabulate the Entries received and allocate a serial number(s), for each Entry received and approved by the Organiser to be a successful entry each week, according to the Products purchased as stated in the Proof of Purchase</p>						

	<p>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 <b>1805</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of four (4) 1<sup>st</sup> Prize Finalists: <math>1805 \div 4 = 451.25</math></b>. Since dividing 1805 with will result in a number with decimal value, the number 451.25 will be rounded down to <b>451</b>. The 4 Participants with Qualified Entries of the week bearing the following serial numbers will be selected: 451*, 902*, 1353* and 1804. (*computation example: <u>451</u>, <math>451+451=902</math>, <math>902+451=1353</math>).</p> <p>ii. <b>Selection of twenty (20) Consolation Prize Finalists: <math>1805 \div 20 = 90.25</math></b>. Since dividing 1805 with will result in a number with decimal value, the number 90.25 will be rounded down to <b>90</b>. The following 20 Participants with Qualified Entries bearing the following serial numbers will be selected: 90*, 180*, 270*, 360, 450 and so forth (*computation example: <u>90</u>, <math>90+90=180</math>, <math>180+90=270</math>).</p>
<p>10. <b><u>Grand Prize:</u></b></p>	<p>a. There are two (2) Grand Prizes in the form of one (1) Travel Voucher each worth RM10,000 for 1 OR 2 person(s), to be won throughout the Promotion Period.</p> <p>b. Winners are entitled to design their own travel itineraries, including selecting destinations and holiday packages, via the appointed vendor. Should the total cost of the chosen destinations and/or holiday packages exceed the Travel Voucher amount of RM10,000, winners will be solely responsible for covering any additional expenses. Travel arrangements must be completed within <b><u>six (6) months from the issuance date of the Travel Voucher</u></b>, and travel must occur within <b><u>one (1) year from the date of issuance</u></b>.</p> <p>c. Winners are required to adhere to the terms and conditions set by the party(ies) and vendor(s) responsible for arranging and/or providing for the Grand Prize Travel Voucher.</p>
<p>11. <b><u>Judging Details – Grand Prize:</u></b></p>	<p>a. As part of the Grand Prize Finalist selection process, the Organiser will allocate a serial number(s) for each Entry received and approved by the Organiser to be a successful Entry throughout the Promotion Period according to the Proof of Purchase 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 throughout the Promotion Period is <b>50001</b>, the Organiser will compute and select based on the following:</p>

	<p>i. <b>Selection of two (2) Grand Prize Finalists: <math>50001 \div 2 = 25000.50</math>.</b> Since dividing 50001 with 2 will result in a number with decimal value, the number 25000.50 will be rounded down to <b>25000</b>. The 2 Participants with Qualified Entries throughout the Promotion Period bearing the serial number 25000* and 50000* will be selected. (*computation example: <u>25000, 25000+25000=50000</u>).</p>
<p>12. <b><u>Additional Terms:</u></b></p>	<p>a. The Organiser's service provider will contact all Finalists via WhatsApp from <b>6018 388 3346</b> to the mobile number from which the Organiser received in the Qualified Entries. Each Finalist will be given one (1) question to answer. The selected Finalist must answer the question posted by the Organiser correctly in order to win the Prize. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated in the WhatsApp message will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalist cannot be contacted via WhatsApp for whatever reasons.</p> <p>b. Each Participant may throughout the Promotion Period win only:</p> <ol style="list-style-type: none"> <li>i. one (1) Grand Prize and</li> <li>ii. one (1) Weekly Prize of the higher value only</li> </ol> <p>c. All Winners must provide their required and personal details to the Organiser for prizes fulfilment, without which the Organiser may not be able to fulfil such prizes. The Organiser reserves the rights to forfeit their Prizes if the Winners fail to provide their full details upon request. The Organiser reserves the right to disqualify any Entry or Prize if a Participant or Winner's personal details (including full name, identification number and mobile number) are found at any time to be inaccurate or wrong.</p> <p>d. All Weekly 1<sup>st</sup> Prizes will be delivered via courier to the address from which the Organiser received in the Qualified Entries within six (6) to eight (8) weeks from the closing date of the Promotion.</p> <p>e. All Weekly Consolation Prize Winners will receive their LOTUS'S e-Voucher via the mobile number from which the Organiser received in the Qualified Entries within six (6) to eight (8) weeks from the closing date of the Promotion.</p> <p>f. All Grand Prize Winners will be contacted by the appointed vendors for Prizes redemption within six (6) to eight (8) weeks from the closing date of the Promotion. All Grand Prize Winners may have to attend the Prize Giving Ceremony, if any. The Organiser will update the Grand Prize Winners on the details of the Prize Giving Ceremony. Any other additional and/or miscellaneous fees, costs and/or expenses to be incurred in connection with utilising and/or maintaining the Prize shall be fully borne by and the sole responsibility of the Grand Prize Winners.</p>

	<p>g. All unclaimed Prizes after the deadline set by the Organiser in the winners' notification 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>h. All Winners must abide by the terms and conditions of the party(ies) arranging and/or providing for the Prizes and the terms and conditions attached, if any.</p> <p>i. The announcement of the Winners will be periodically featured on the Organiser's website: <a href="https://www.dearnestle.com.my/peraduan-nestlexlotus-beli&amp;menang-milo-nescafe">https://www.dearnestle.com.my/peraduan-nestlexlotus-beli&amp;menang-milo-nescafe</a> throughout the Promotion Period.</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.dearnestle.com.my/peraduan-nestlexlotus-beli&menang-milo-nescafe> , 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 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 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:
- (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 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 and/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 eighteen (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 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 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 [https://www.nestle.com.my/info/privacy\\_notice](https://www.nestle.com.my/info/privacy_notice).
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di [https://www.nestle.com.my/info/privacy\\_policy/privacy\\_bm](https://www.nestle.com.my/info/privacy_policy/privacy_bm).