



TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966]
2. <u>Promotion:</u>	NESTLÉ ENERCAL COMPLETE BUY & REDEEM CAMPAIGN.
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 15/08/2024 and closes at 23:59:59 on 15/10/2024.
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 (“Participant”). The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Participating Outlets:</u>	<p>a. For a complete list of participating pharmaceutical outlets (“Outlets”) please visit the Promotion Website at: https://www.nestlehomeofgood.com.my/good-deals/nestle-enercal-complete-buy-redeem-campaign.</p> <p>b. The Outlets list will be updated periodically. Participants are advised to refer to the list as often as possible for the latest update. All Outlets will display the Promotion merchandising material at their premises throughout the Promotion Period.</p>
6. <u>Entry Method:</u>	<p>a. To participate in the Promotion, purchase a minimum of 1 (one) unit of NESTLÉ ENERCAL COMPLETE 850g or NESTLÉ ENERCAL COMPLETE 2X850g Save RM10 (“Minimum Purchase”) in a single original receipt from any participating Outlets during the Promotion Period (“Receipt”).</p> <p>b. The Receipt can come in the form of printed Receipts from the Outlets’ point-of-sale systems. The Receipt must bear the name and/or logo of the Outlet at which the purchase was made and the date of purchase, Minimum Purchase, Minimum Purchase amount and Receipt number (“Receipt Details”).</p> <p>c. For each qualified Entry received, the Participant may redeem only one [1] e-Wallet credit of their choice, regardless of how many units of Minimum Purchase in a single Receipt or number of Entries, during the entire Promotion Period. Please refer to the examples below. <u>For example:</u></p>

- If you purchase 1 unit of NESTLÉ ENERCAL COMPLETE 850g or NESTLÉ ENERCAL COMPLETE 2X850g Save RM10, in a single Receipt during the Promotion Period, you are entitled to redeem one [1] e-Wallet credit only.
 - If you purchase 2 units of NESTLÉ ENERCAL COMPLETE 850g or NESTLÉ ENERCAL COMPLETE 2X850g Save RM10 in a single Receipt during the Promotion Period, you are also entitled to redeem one [1] e-Wallet credit only.
- d. The Promotion participation method is via Promotion Website only. **Each Receipt is ONLY eligible for one (1) Entry submission from one (1) Participant via Promotion Website.** The Organiser shall reserve the right to disqualify any Entry with reprinted Receipt and/or duplicated Receipt and/or containing more than one (1) Receipt and/or tampered Receipt.
- e. The Organiser shall reserve the right to disqualify any Receipt 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 Receipt if the Organiser suspects that a Participant submitted a Receipt which is forged, falsified or is issued over Products which had not been purchased.
- f. Upon successful valid acknowledgement via a message by the Organiser for qualified Entry, Participants may redeem either one (1) of the e-Wallet credit as per below:
- i. Touch 'n Go eWallet Reload PIN ("TNG") or,
 - ii. Boost Credit Redemption Code ("Boost") or,
 - iii. SPayGlobal e-Credit ("SPayGlobal").
- g. Entries submission steps via Promotion Website:
- i. Visit the Promotion Website at: https://nestlemalaysia.qualifioapp.com/quiz/1459066_2862/RedemptionNestle-EnercalBuyRedeemAug24.html or scan the QR code shown on the communication materials at the Outlets and complete the web form.
 - ii. Fill in all the required personal details including a Malaysian registered mobile number compatible with WhatsApp for further communication ("Personal Details").
 - iii. Snap 1 (one) clear and legible image in jpg or jpeg or png format of the Receipt with the required details ("Image").
 - iv. 1 (one) Image must contain a picture of 1 (one) Receipt and the Image file size must be less than 5MB.
 - v. Upload the Image on the web form and click 'submit' ("Entry").
 - vi. The Organiser will reply with an auto-reply acknowledgment message for each Entry received.
- h. The Organiser will extract all Entries received for further processing, verification and qualifying. The Organiser shall reserve the right to disqualify

	<p>any Entries with incomplete or mismatched Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Receipt.</p> <p>i. All Entries will be checked for duplicates based on the Participant’s Personal Details and Receipt 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>j. 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 forfeiture.</p>
<p>7. <u>Redemption:</u></p>	<p>a. The Redemption is limited to the first the one thousand and five hundred [1,500] qualified Entries received of combined e-Wallet credit redemptions redeemed (Touch n’ Go, Boost and SPayGlobal) worth Ringgit Malaysia: Eight (RM8) each, throughout the Promotion Period. In the event the total one thousand and five hundred [1,500] worth of combined e-Wallet credit redemptions have been completely redeemed, the Organiser will update the status in the Promotion Website at: https://nestlemalaysia.qualifioapp.com/quiz/1459066_2862/RedemptionNestle-EnercalBuyRedeemAug24.html.</p> <p>b. Participants must pick their choice of e-Wallet credit they wish to redeem on the web form when they submit their Entries. The Organiser will assign the e-Wallet credit according to the Participant’s choice as stated in the Entry submission.</p> <p>i. <u>Participants redeeming Touch ‘n Go eWallet Reload PIN:</u> The Organiser’s service provider will send the codes for Touch ‘n Go eWallet Reload PIN to the Participants via the Promotion Official WhatsApp Number at 6018 322 8875 to mobile numbers of all the verified and successful Participants within fifteen [15] working days from the Entry submission.</p> <p>ii. <u>Participants redeeming Boost Credit Redemption Code:</u> The Organiser’s service provider will send the codes for Boost Credit Redemption Code to the Participants via the Promotion Official WhatsApp Number at 6018 322 8875 to mobile numbers of all the verified and successful Participants within fifteen [15] working days from the Entry submission.</p> <p>iii. <u>Participants redeeming SPayGlobal e-Credit:</u> The SPayGlobal e-Credit will be credited by S PAY GLOBAL App to the SPay Username, NRIC number and the mobile number of all the verified and successful Participants within twenty-one [21] working days from the Entry submission.</p>

	<p>c. Each Participant (by unique identification number & unique mobile number as per submission) may only redeem up to a maximum of one [1] e-Wallet credit redemption throughout the Promotion Period.</p> <p>d. All unclaimed e-Wallet credit after the deadline set by the Organiser as stated in the WhatsApp messages and S PAY GLOBAL App will be forfeited. The Organiser reserves the rights to substitute any prize for an alternative of equal or greater value.</p> <p>e. All Participants must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet credit[s]. The following are the terms and conditions of the vendors:</p> <ul style="list-style-type: none"> i. Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; https://www.touchngo.com.my/assets/pdf/user-tnc.pdf ii. Usage of the Boost Credit Redemption Code is subject to Axiata Digital eCode Sdn Bhd Terms & Conditions; https://www.myboost.com.my/terms/ iii. Usage of the SPayGlobal e-Credit is subject to SiliconNet Technologies Sdn Bhd's Terms & Conditions; https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html <p>f. The Organiser will not be held responsible if any of the e-Wallet credit cannot be delivered or deployed to the Participants due to any change, error and/or difference in the mobile contact number submitted to the Organiser during Promotion Entry submission. Upon request, all qualified Participants must provide their Personal Details to the Organiser for e-Wallet credit redemption fulfilment.</p> <p>g. The Organiser reserves the right at its absolute discretion to extend the timeline of e-Wallet credit delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the e-Wallet credit(s) to the Participant(s). All unclaimed e-Wallet credit(s) after 15/10/2024 will be forfeited.</p>
<p>8. <u>Entry Deadline:</u></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 15/10/2024. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>9. <u>Additional Terms:</u></p>	<ul style="list-style-type: none"> a. Upon request, all qualified Participants must provide their personal details to the Organiser for e-Wallet credit fulfilment. b. The Organiser retains the right to substitute the e-Wallet credit with another redemption item of similar value in the event the original redemption item offered is not available.

	<p>c. The Organiser shall not be liable for any loss or damage that occurs to the redemption items during the delivery process. Any other additional costs (i.e.: travel expenses, transportation cost, duties and taxes) involved to redeem or collect the redemption items shall be borne by the winner at their own cost.</p> <p>d. The Organiser 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 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>
--	---

*This Schedule to Conditions of Entry must be read together with the **Conditions of Entry and Privacy Notice** available at: https://nestlemalaysia.qualifioapp.com/quiz/1459066_2862/RedemptionNestle-EnercalBuyRedeemAug24.html or <https://www.nestlehomeofgood.com.my/good-deals/nestle-enercal-complete-buy-redeem-campaign> 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 Organiser 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 mengikut Notis Privasi di https://www.nestle.com.my/info/privacy_policy/privacy_bm.