



Good food, Good life

## **TERMS AND CONDITIONS**

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

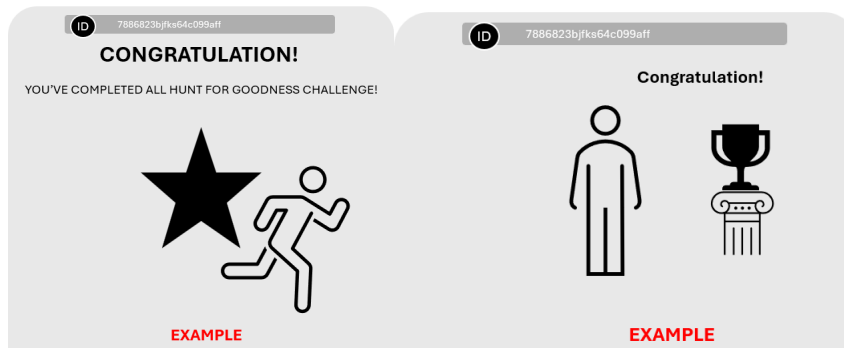
1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. (197901000966).
2. <b><u>Promotion:</u></b>	HUNT FOR GOODNESS CHALLENGE
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 09/06/2025 and closes at 23:59:59 on 03/08/2025.
4. <b><u>Eligibility:</u></b>	The Promotion is a Nestlé Home of Good new member registration program and is open to all legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period ("Participants"). The Organiser shall reserve the right to request for evidence of identification documents.
5. <b><u>Types of Prizes</u></b>	<p>There are 2 types of prizes for this Promotion: -</p> <ul style="list-style-type: none"><li>a. Weekly Prizes; and</li><li>b. Bonus Prizes.</li></ul> <p>Each Participant stands a chance to win one (1) Weekly Prize and/or one (1) Bonus Prize, subject to the terms and conditions as follows.</p>
6. <b><u>Participation Method:</u></b>	<p><b><u>FOR WEEKLY PRIZE</u></b></p> <p>To stand a chance to win Weekly Prizes, Participants must complete all of the following steps in paragraphs (a) to (d) below during the Promotion Period:</p> <ul style="list-style-type: none"><li>a. <b><u>Become a Nestlé Home of Good ("NHG") member:</u></b><ul style="list-style-type: none"><li>i. Participants must be a Full Registration or Partial Registration NHG member, as detailed below.</li><li>ii. Full registration members<ul style="list-style-type: none"><li>- For new users: Register at <a href="http://www.nestlehomeofgood.com.my/register">www.nestlehomeofgood.com.my/register</a> by completing all the mandatory details required in the registration form and ensuring successful registration.</li><li>- For existing members: Log in at <a href="http://www.nestlehomeofgood.com.my/login">www.nestlehomeofgood.com.my/login</a> using their existing credentials.</li></ul></li><li>iii. Lite registration members</li></ul></li></ul>

- Participant may also be referred by an existing NHG member and sign up via: [https://nestlmalaysianew5.qualifioapp.com/quiz/1616725\\_3108/HuntforGoodnessReferralForm.html](https://nestlmalaysianew5.qualifioapp.com/quiz/1616725_3108/HuntforGoodnessReferralForm.html)

b. Complete the Hunt for Goodness Challenge:

- Upon successful registration or login as NHG members, Participants may access the Hunt for Goodness Challenge webpage via the link in the Thank You or Member Profile page.
- To access the Hunt for Goodness Challenge via the Spatial platform:
  - For Participants accessing via mobile devices: Download Spatial App to their device
  - For Participants accessing via desktop browser: Visit the Spatial website via the link through web browser
- Create a new Spatial account or log in using existing Spatial credentials and enter the (Nestlé: Good World) Hunt for Goodness Challenge Game Room. Participants may optionally create an avatar.
- Explore the Hunt for Goodness Challenge Game Room and complete the hunt by finding all the hidden items. No time limit is imposed.
- Upon completion, Participants must take a screenshot (“Completion Screenshot”) showing that the challenge is completed and ensuring the Spatial unique User ID (“UID”) is clearly visible.

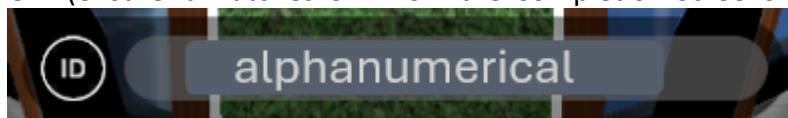
**EXAMPLE:**



c. Submit Entry via Hunt for Goodness Challenge Online Form (“Hunt for Goodness Online Form”):

- Upon completion of the Hunt for Goodness Challenge, Participants may access the Hunt for Goodness Online Form as per in-game instruction.
- Participants must complete the form upon game completion. The form instruction will only appear once and once closed, Participants are required to restart the game by exiting and repeating the game play again to trigger the Hunt for Goodness Online Form again.
- Participants must complete the form with the following mandatory details:
  - First name
  - Last name
  - Identification Number (NRIC or Police or Army ID)

- Email address
- Mobile number (WhatsApp-enabled)
- UID (ensure it matches UID from the Completion Screenshot)



- Upload the Completion Screenshot (in JPG or PNG with the file size of less than 5Mb) with UID clearly visible
- Agree to Promotion's Terms and Conditions and Privacy Notice
- Opt-in to become NHG member

iv. Submit to complete participation. ("Entry")

- d. There is only one (1) method of submitting the Entry which is **via the Hunt for Goodness Online Form**. All other methods of submission will be disqualified.
- e. Participants may attempt the Hunt for Goodness Challenge and submit multiple Entries throughout the Promotion Period. Proof of Purchase ("POP") is not required to participate. Each Completion Screenshot only valid per Hunt for Goodness Online Form submission.

#### **FOR BONUS PRIZE**

Participants who share their Referral Links and have Successful Referrals (as defined) stand a chance to win a Bonus Prize, as illustrated in paragraphs (f) and (g) below.

- f. All NHG members will be assigned a Unique Referral Code ("URC") and a referral link ("Referral Link") ("Referrer"). Referrers may share this Referral Link with referees (those being referred) to register as NHG members.
- g. Such referees must click on the Referral Link, which will redirect them to the Referral Online Form, and complete the following mandatory information before submitting:
  - i. Referral Code: (the URC of the Referrer)
  - ii. First name
  - iii. Last name
  - iv. Mobile number
  - v. Email Address
  - vi. Agree to Promotion's Terms and Conditions and Privacy Notice
  - vii. Opt-in to become NHG member. For the avoidance of doubt, the referee must not have been registered as an NHG member before.
- h. Each unique participant is defined as an individual with a distinct identification number (e.g., National Registration Identity Card (MyKad), Police ID, or Armed Forces ID).
- i. The Organiser reserves the right to disqualify any Entries that is illegible, incomplete, duplicated, unclear, damaged, altered, or modified in any way

	<p>without prior notice to the Participant.</p> <p>j. The Organiser will extract all Entries for processing, verification, and qualification. The Organiser reserves the right to disqualify any Entry that fails to comply with the Terms &amp; Conditions, including but not limited to: mismatched or incomplete personal details, unclear or illegible Completion Screenshots, or duplicate entries based on Completion Screenshots, NRIC, UID, or mobile number. Disqualification may be carried out without prior notice to the Participant.</p>
<p>7. <b><u>Hunt for Goodness Challenge: Weekly Prizes</u></b></p>	<p>a. Each Participant is eligible to win only one (1) Weekly Prize throughout the entire Promotion Period, regardless of the number of Entries submitted.</p> <p>b. The Weekly Prizes to be awarded for each of the eight (8) consecutive weeks are as follows:</p> <ul style="list-style-type: none"> <li>i. First Prize: RM50.00 worth of Lazada Shop-in-Shop eVouchers for Nestlé Official Store for twenty-five (25) winners per week</li> <li>ii. Second Prize: RM30.00 worth of Lazada Shop-in-Shop eVouchers for Nestlé Official Store for fifty (50) winners per week</li> <li>iii. Third Prize: RM20.00 worth of Lazada Shop-in-Shop eVouchers for Nestlé Official Store for fifty (50) winners per week</li> </ul> <p>c. The pool of Entries is based on submission date and the eight (8) weekly periods are as per below:</p> <ul style="list-style-type: none"> <li>i. Week 1: 09/06/2025 – 15/06/2025</li> <li>ii. Week 2: 16/06/2025 – 22/06/2025</li> <li>iii. Week 3: 23/06/2025 – 29/06/2025</li> <li>iv. Week 4: 30/06/2025 – 06/07/2025</li> <li>v. Week 5: 07/07/2025 – 13/07/2025</li> <li>vi. Week 6: 14/07/2025 – 20/07/2025</li> <li>vii. Week 7: 21/07/2025 – 27/07/2025</li> <li>viii. Week 8: 28/07/2025 – 03/08/2025</li> </ul>
<p>8. <b><u>Judging Criteria: Weekly Prizes</u></b></p>	<p>a. To be deemed a valid and qualified Entry for Weekly Prizes, the Entry must meet <b><u>ALL</u></b> of the following criteria:</p> <ul style="list-style-type: none"> <li>i. The Participant is a registered NHG member.</li> <li>ii. The Participant has successfully completed finding all items in the Hunt for Goodness Challenge.</li> <li>iii. A Completion Screenshot clearly showing the Participant's UID, has been submitted via the Hunt for Goodness Online Form.</li> <li>iv. The Entry is submitted within the Promotion Period.</li> </ul> <p>(each a “Qualified Entry” and collectively the “Qualified Entries”)</p> <p>b. As part of the Weekly Prize Finalist’s selection process, the Organiser will allocate serial numbers to the Qualified Entries, starting from serial number “1”.</p>

	<p>c. 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”). Finalists will be selected based on the sequence number using a calculation method that divides the total number of Qualified Entries by the number of prizes allocated for that week. After each prize tier selection, the selected finalists and all their other Qualified Entries will be removed from the pool before proceeding to the next tier’s selection.</p> <p>d. In the event that a division results in a decimal, the number will be rounded down. For example, <math>1,020 \div 25 = 40.8</math> will be rounded down to 40.</p> <p>e. In the event that a serial number selected corresponds to the same Participant more than once, the next available serial number will be selected as the Finalist.</p> <p>f. Assuming that the Total Weekly Qualified Entries for the week is 1000, the Organiser will compute and select based on the following:</p> <ul style="list-style-type: none"> <li>i. Selection of twenty-five (25) Weekly First Prize Finalists: <math>1000 \div 25 = 40</math>. The winning serial number is 40, 80, 120, 160, and so on until 25 Weekly First Prize Finalists are selected. Once selected, the respective Participants and all their other qualified entries will be removed from the entry pool before proceeding to the next tier.</li> <li>ii. Selection of fifty (50) Weekly Second Prize Finalists: The remaining entry pool (after removing First Prize finalists and all their entries) will be used for the next round of computation. If there are, for example, 850 remaining entries: <math>850 \div 50 = 17</math>. The winning serial numbers are 17, 34, 51, 68, and so on until 50 Weekly Second Prize Finalists are selected. Once selected, the respective Participants and all their other qualified entries will again be removed before the Third Prize selection.</li> <li>iii. Selection of fifty (50) Weekly Third Prize Finalists: The remaining entry pool (after removal of Second Prize finalists and their entries) will be used for the Third Prize selection. If there are, for example, 700 entries remaining: <math>700 \div 50 = 14</math>. The winning serial numbers are 14, 28, 42, 56, and so on until 50 Weekly Third Prize Finalists are selected.</li> </ul> <p>In the event that a selected serial number is found to be invalid (e.g. due to duplication or having been previously removed in earlier prize selections), the next available serial number in sequence will be selected.</p> <p>For transparency, the final list of winning serial numbers for each prize tier will be recorded as follows:</p> <ul style="list-style-type: none"> <li>- Second Prize Finalists: 18, 35, 51 and so on</li> <li>- Third Prize Finalists: 15, 29, 43 and so on</li> </ul>
<p>9. <b><u>Referral Entry: Bonus Prizes</u></b></p>	<p>a. Each Referrer is eligible to win only one (1) Bonus Prize throughout the entire Promotion Period.</p> <p>b. A total of three (3) Bonus Prizes are available to be won throughout the Promotion Period. Each Bonus Prize consists of a Nintendo Switch™ 2 (256GB Internal Storage), with an estimated value of RM1,989.00.</p>

<p><b>10. <u>Judging Criteria:</u></b> <b><u>Bonus Prizes</u></b></p>	<p>a. For a referral to be deemed a successful referral, the referee must complete the mandatory details in the Referral Online Form during the Promotion Period (“Successful Referral”).</p> <p>b. Participation in the Hunt for Goodness Challenge is optional and not required for a referral to be deemed a Successful Referral.</p> <p>c. To qualify for the Bonus Prize draw, Referrers must have a minimum of three (3) Successful Referrals, which will be equivalent to one (1) Entry Ticket. Referral-to-Ticket Conversion: Every 3 Successful Referrals = 1 Entry Ticket (e.g., 6 Successful Referrals = 2 Entry Tickets; 9 Successful Referrals = 3 Entry Tickets, and so on)</p> <p>d. The three (3) Referrers with the highest number of Entry Tickets will be shortlisted for the Bonus Prize.</p> <p>e. Where any of the top 3 Referrers have a tied number of Entry Tickets, the tied Referrers (excluding those who are not tied) will be subjected to the prize selection algorithm to determine the remaining Bonus Prize winner(s) :-</p> <ol style="list-style-type: none"> <li>For the tied Referrers, the Entry Tickets will be allocated serial numbers, starting from serial number “1”. The winner(s) will be selected based on the sequence number using a calculation method that divides the Total Entry Tickets by the number of Bonus Prizes remaining.</li> <li>For example: <ul style="list-style-type: none"> <li>Where the computation of the total number of Referrers and Entry Tickets are as follows: -</li> </ul> <table border="1" data-bbox="619 1243 1418 1393"> <thead> <tr> <th>Total Number of Referrers</th><th>Total Number of Entry Tickets</th></tr> </thead> <tbody> <tr> <td>1</td><td>100 (Highest Number of Entry Tickets)</td></tr> <tr> <td>1,000</td><td>99</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>the single Referrer with 100 Entry Tickets will be allocated the Bonus Prize and there will be two (2) Bonus Prizes remaining.</li> <li>To choose the winners for the remaining two (2) Bonus Prizes, the Organiser will compute based on: <math>1,000 \div 2 = 500</math>. The winning serial numbers would be 500 and 1,000.</li> </ul> </li> </ol>	Total Number of Referrers	Total Number of Entry Tickets	1	100 (Highest Number of Entry Tickets)	1,000	99
Total Number of Referrers	Total Number of Entry Tickets						
1	100 (Highest Number of Entry Tickets)						
1,000	99						
<p><b>11. <u>Entry Deadline:</u></b></p>	<p>All entries for Weekly Prizes and Bonus Prizes must be received by the Organiser on or before 23:59:59 on 03/08/2025. All entries for Weekly Prizes and Bonus Prizes received outside the Promotion Period will be automatically disqualified.</p>						
<p><b>12. <u>Additional Terms:</u></b></p>	<p>a. The Organiser will contact all Finalists via WhatsApp from +601168301621 to the mobile number submitted in the Qualified Entries. Each Finalist will be required to answer one (1) skill-based question. The Finalist must respond with the correct answer within forty-eight (48) hours from the timestamp of the message being sent.</p>						

	<p>Failure to respond within the stipulated time and/or with the correct answer will result in prize forfeiture. The Organiser shall not be held liable in the event that the Finalist cannot be contacted via WhatsApp for any reason. The Finalist who answers the question correctly within the time stated will be considered a Winner.</p> <ul style="list-style-type: none"> <li>b. All Winners must provide complete and accurate personal details as requested by the Organiser for prize fulfilment. Failure to do so may result in prize forfeiture. The Organiser reserves the right to disqualify any Entry or Winner if the personal details (including full name, identification number, and mobile number) are found to be inaccurate or incorrect at any time.</li> <li>c. The Organiser reserves the right to request a copy of the Winner's identification document for verification purposes prior to prize fulfilment. Failure to comply will result in disqualification and prize forfeiture. In the event that the Organiser suspects any element of fraud, falsification, or submission of an invalid document, the Organiser reserves the right to forfeit the prize.</li> <li>d. All unclaimed prizes after the deadline set by the Organiser in the winner notification will be forfeited.</li> <li>e. All Winners must comply with the terms and conditions of any third-party provider or organiser involved in the arrangement or fulfilment of the prizes, including any terms attached to the prizes themselves.</li> <li>f. The announcement of the Winners will be published on the Organiser's social media page at: <a href="https://www.facebook.com/nestlehomeofgood">https://www.facebook.com/nestlehomeofgood</a> and Organiser's website at: <a href="https://www.nestlehomeofgood.com.my/good-deals/nestle_good_world">https://www.nestlehomeofgood.com.my/good-deals/nestle_good_world</a> six (6) to eight (8) weeks from the closing date of the Promotion Period.</li> <li>g. The Organiser will send the Weekly Prize eVoucher codes and/or redemption link to the Winners via WhatsApp from +601168301621, using the mobile number submitted through the contest Web Form. The Organiser shall not be held responsible if the prize cannot be delivered due to an incorrect, changed, or invalid mobile number submitted by the Participant.</li> <li>h. All Participants must abide by the terms and conditions set by Lazada Malaysia regarding the usage of the Lazada Shop-in-Shop eVouchers for the Nestlé Official Store. Usage of the eVouchers is subject to <a href="#">Lazada Malaysia's Terms &amp; Conditions</a>.</li> <li>i. For Bonus Prize, the Organiser will reach out to winners via WhatsApp from +601168301621, using the mobile number submitted through the contest. The Organiser will request for the mailing address from the winners and the Bonus Prize will be sent via courier service to the mailing address provided.</li> </ul>
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	<p>j. The Organiser reserves the right, at its sole discretion, to substitute any of the Weekly Prizes and/or Bonus Prizes with another item of similar value at any time without prior notice.</p> <p>k. All Prizes are provided on an “as is” basis and are not exchangeable for cash, credit, other items, or vouchers, whether in part or in full.</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.nestlehomeofgood.com.my/good-deals/nestle\\_good\\_world](https://www.nestlehomeofgood.com.my/good-deals/nestle_good_world), 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).