

MYDIN 68<sup>TH</sup> ANNIVERSARY SHOP & REDEEM 2025

#### **TERMS AND CONDITIONS**

# A: Schedule to Conditions of Entry

Organiser	Nestlé	Products Sdn. Bhd.
Promotion	Mydin Nestlé Beli & Tebus 2025	
Promotion Period	21 <sup>st</sup> August – 6 <sup>th</sup> October 2025	
Eligibility		romotion is open to all individual legal residents of
	Malay	sia aged 18 years and above as at the start of the
	Promo	otion Period ("Participant").
Participating		
MYDIN Outlet	NO	OUTLET NAME
	1	MYDIN HYPER TUNJONG
	2	MYDIN SUBANG JAYA HYPERMARKET
	3	MYDIN HYPER KUALA TERENGGANU
	4	MYDIN HYPER GONG BADAK
	5	MYDIN HYPER BUKIT MERTAJAM
	6	MYDIN SINAR KOTA EMPORIUM
	7	MYDIN HYPER KUBANG KERIAN
	8	MYDIN WHOLESALE HYPERMARKET SEREMBAN 2
	9	MYDIN BUKIT JAMBUL HYPERMARKET
	10	MYDIN HYPER MITC
	11	MYDIN HYPER MERU
	12	MYDIN TAMAN SAGA HYPERMARKET
	13	MYDIN HYPER MUTIARA RINI
	14	MYDIN HYPER BERTAM
	15	MYDIN HYPER PELANGI INDAH
	16	MYDIN MASJID INDIA 2
	17	MYDIN SEJATI UJANA (SANDAKAN)
	18	MYDIN HYPER VISTA TENGKU
	19	MYDIN HYPER TAMAN RINTING
	20	MYDIN DANAU SAUJANA
	21	MYDIN HYPER TAMAN BATIK
	22	MYDIN HYPER PARIT BUNTAR
	23	MYDIN BAZAAR ANJUNG NUSAJAYA
	24	MYDIN HYPER JASIN
	25	MYDIN CHOW KIT EMPORIUM
	26	MYDIN SELAYANG EMPORIUM
	27	MYDIN KOTA BAHRU EMPORIUM
	28	MYDIN KUALA TERENGGANU EMPORIUM
	29	MYDIN KUALA IBAI EMPORIUM

	30	MYDIN MART PULAU PINANG
	31	MYDIN MART SHAH ALAM
	32	MYDIN HYPER SENAWANG
	33	MYDIN SEMENYIH HYPERMARKET
	34	MYDIN MART SRI MUDA
	35	MYDIN HYPER SAMARIANG
	36	MYDIN PUTRAJAYA BAZAAR
	37	MYDIN WHOLESALE HYPER TAMAN GOPENG
	38	MYDIN HYPER KULIM
	39	MYDIN HYPER PULAU SEBANG
	40	MYDIN RANTAU PANJANG EMPORIUM
	41	MYDIN KUANTAN EMPORIUM
	42	MYDIN HYPER JENGKA
	43	MYDIN PEKAN EMPORIUM
	44	MYDIN KLANG EMPORIUM
	45	MYDIN BUKIT JELUTONG
	46	MYDIN MART PANTAI DALAM
	47	MYDIN BAZAAR MELAKA
	48	MYDIN HYPER KULAI UTAMA
	49	MYDIN LAGENDA SURIA
	50	MYDIN KOTA SERIMAS
	51	MYDIN KAJANG EMPORIUM
	52	MYDIN RAWANG EMPORIUM
	53	MYDIN PUNCAK JALIL
	54	MYDIN BANGI
	55	MYDIN TENGKU KELANA EMPORIUM
	56	MYDIN MART TAMAN KINRARA
	57	MYDIN SEMENYIH
	58	MYDIN MART RAJA MUDA MUSA
	59	MYDIN MART SUBANG ANGSANA
	60	MYDIN MART BALAKONG JAYA
	61	MYDIN MART DESA LATANIA
	62	MYDIN MART BUKIT KUDA
	63	MYDIN MART ALAM SURIA
	64	MYDIN EMPORIUM MELAKA
Participating	<u>ALL</u> N	estlé's products except:
Products		
	١.	Infant Formula
	П.	(LACTOGEN 1&2, NAN 1&2, NAN HA 1&2); Nescafé 500g
	п. III.	Milo 3.2kg
	IV.	Maggi Catering Pack
	V.	Nestle Health Science products (NUTREN, PEPTAMEN)
	VI.	Nestlé Professional products
	VII.	PURINA Petcare;

	VIII. IX.	Nescafé Dolce Gusto; and Starbucks
Redemption Method	Redem	nption of Nestle's MY MAGGI KIT
	1.	To participate in this redemption Promotion, purchase a minimum of Ringgit Malaysia Sixty (RM 60) of any Participating Products in a single receipt from the aforesaid Participating MYDIN outlet during the Scheduled Promotion Period as specified above.
	2.	Only receipts issued from the point of sales system of the relevant Participating MYDIN Outlet ("Original Receipt") will be accepted by the Customer Service Counter of that Participating MYDIN Outlet ("Outlet Customer Service Counter"). The Receipt must bear the date of purchase, the Participating Products purchased, purchase amount, Original Receipt number and the name of the Participating MYDIN Outlet. ("Receipt Details").
	3.	Present the Original Receipt to the Outlet Customer Service Counter at the Participating MYDIN Outlet for the Promotion from which the purchase of the Participating Products was made.
	4.	The attending Mydin personnel at the Outlet Customer Service Counter will verify the Original Receipt and check the Receipt Details presented by the Participant. Successful Participant is eligible to redeem one (1) unit of any MY MAGGI KIT from the attending Mydin personnel.
	5.	Upon the Participant's successful redemption of the MY MAGGI KIT, the Original Receipt will be stamped as "Redeemed" by the Outlet Customer Service Counter.
	6.	During the Promotion Period, each eligible Participant is allowed to only redeem up to a maximum of two (2) MY MAGGI KIT per dayEach MY MAGGI KIT is redeemable based on purchases made in one (1) single Original Receipt.

Nestlé MY MAGGI KIT available for Redemption	Throughout the Promotion Period and on a "first come; first serve" basis: a total of ten thousand [10,000] units of MY MAGGI KIT are available for redemption throughout the Promotion the Period, across all MYDIN outlets collectively.
Additional terms	<ol> <li>Any redemption of MY MAGGI KIT by the Participant must be carried out on the <u>same purchase day</u> at the relevant Participating MYDIN Outlet from which the Participating Products were purchased by the Participant. The Organiser will not entertain any redemption by any Participant where the proof of purchase or purchase receipt submitted:         <ul> <li>a) is from another MYDIN outlet;</li> <li>b) does not bear the same date as the day the redemption is made; and/ or</li> <li>c) does not bear a date within the Promotion Period</li> </ul> </li> <li>The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Promotion or the premium or kit given out 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;</li> </ol>

This **Schedule to Conditions of Entry** must be read together with the **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").

### **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.
- 2.4 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.
- .3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

### 6. Prizes

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.

- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent. sponsor or third party providing the Prizes.

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

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

### (b) Travel/Holiday Prizes:

If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

- 6.5 Prize(s) are given out on an "as it is" basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

### 7. Publicity

The Organiser may use a Participant's entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Promotion (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

### 8. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the

Promotion and any derivative works arising 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 sublicense 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 Contest 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 <u>www.nestle.com.my/info/privacy\_notice</u>.
- 12.2 Dengan menyertai Peraduan, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di www.nestle.com.my/info/privacy\_notice.

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