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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 MAGGI AIRFRYER SERIES BELI & MENANG																		
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 (MYT) on 15/07/2025 and closes at 23:59:59 (MYT) on 31/08/2025.																		
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 ("Participants"). The Organiser shall reserve the right to request for evidence of identification documents.																		
5. <b><u>Participating Products:</u></b>	<p>The participating products are as per listed below ("Products"):</p> <ul style="list-style-type: none"><li>a. MAGGI Ayam Goreng Berempah 100g</li><li>b. MAGGI Satay 100g</li><li>c. MAGGI Ayam Percik 100g</li><li>d. MAGGI Black Pepper 80g</li><li>e. MAGGI Sambal Tumis 60g</li><li>f. MAGGI Sambal Tumis 30g</li><li>g. MAGGI Nasi Briyani 90g</li><li>h. MAGGI Nasi Goreng Kampung 60g</li><li>i. MAGGI Bihun Goreng 60g</li><li>j. MAGGI Nasi Goreng Kampung 30g</li><li>k. MAGGI Bihun Goreng 30g</li></ul>																		
6. <b><u>Participating Outlets:</u></b>	<p>a. The eighteen (18) participating outlets/chains are as per listed below ("Participating Outlets"):</p> <table><tr><th>NO</th><th>PARTICIPATING OUTLETS</th></tr><tr><td>1</td><td>TF VALUE MART</td></tr><tr><td>2</td><td>JAYA GROCER</td></tr><tr><td>3</td><td>SEGI FRESH MARKET</td></tr><tr><td>4</td><td>TUNAS MANJA</td></tr><tr><td>5</td><td>TARGET</td></tr><tr><td>6</td><td>FAMILY STORE MELAKA</td></tr><tr><td>7</td><td>HERO</td></tr><tr><td>8</td><td>SUNSHINE</td></tr></table>	NO	PARTICIPATING OUTLETS	1	TF VALUE MART	2	JAYA GROCER	3	SEGI FRESH MARKET	4	TUNAS MANJA	5	TARGET	6	FAMILY STORE MELAKA	7	HERO	8	SUNSHINE
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		b. Participants will also stand an extra chance to win prizes with purchases from each Participating Outlet during the Promotion Period. Please refer to clauses 12 to 14.																					
7. <b><u>Participation Method &amp; Proof of Purchase:</u></b>		<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Eight (RM8) (“Minimum Purchase”) of Products in a single original receipt (“Proof of Purchase”) from any instore Participating Outlets (“Receipt”) during the Promotion Period.</p> <p>b. <u>Instore Outlets Receipt:</u></p> <p>i. The Receipt can come in the form of printed receipts from point-of-sale systems for instore outlet purchases. 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 was made.</p> <p>ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount and Receipt number (“Receipt Details”).</p> <p>c. The submission methods are via the <u>Promotion Website and WhatsApp</u> only. All other methods of submission will be disqualified.</p> <p>d. <u>Entries submission via Promotion Website:</u></p> <p>i. Visit the Promotion Website at: <a href="https://www.nestlehomeofgood.com.my/good-deals/peraduan-maggi-air-fryer-beli-dan-menang">https://www.nestlehomeofgood.com.my/good-deals/peraduan-maggi-air-fryer-beli-dan-menang</a> or scan the QR code shown on the communication materials at the participating Outlets and complete the Web Form.</p> <p>ii. Fill in all the required personal details including resident state (“Personal Details”) on the Web Form including a Malaysian registered mobile number compatible with WhatsApp for further communication.</p> <p>iii. Snap one (1) clear and legible picture/image in jpg or jpeg or png format of the Receipt with the Receipt Details (“Image”).</p> <p>iv. One (1) Image must contain a picture of one (1) Receipt and the Image file size must be less than 5MB.</p> <p>v. Upload the Image on the Web Form and click ‘submit’ (“Entry”).</p> <p>vi. The Organiser will display a Thank You message for each entry received.</p>																					

	<p>e. <u>Entries submission via WhatsApp:</u></p> <ul style="list-style-type: none"> <li>i. Snap one (1) clear and legible picture/image in jpg or jpeg or png format of the Receipt with the Receipt Details ("Image").</li> <li>ii. One (1) Image must contain a picture of one (1) Receipt only and the Image file must be less than 5MB.</li> <li>iii. Submit the Image via WhatsApp to the PERADUAN MAGGI AIR FRYER SERIES BELI &amp; MENANG official WhatsApp Number: <b>6018 322 0383</b> using a mobile number registered in Malaysia.</li> <li>iv. Upon submitting your Image, you will receive an autoreply message prompting you to provide your full name and identification number ("Personal Details"). To complete your registration and entry submission ("Entry"), please follow the instructions in the autoreply message and submit the Personal Details and all other required details promptly.</li> <li>v. You may submit as many Entries as you want using the same mobile number, but you are required to provide your Personal Details once only as all subsequent Entries will be linked to the initially provided Personal Details.</li> <li>vi. An autoreply acknowledgement message will be sent by the Organiser for the first WhatsApp Entry received from each mobile number only.</li> </ul> <p>f. Participants may submit as many Receipts as they wish but each Receipt is ONLY eligible for one (1) Entry submission either via Promotion Website or WhatsApp.</p> <p>g. Each Entry received will be verified and approved by the Organiser to be a qualified entry (each a "Qualified Entry" and collectively the "Qualified Entries"). The Organiser shall reserve the right to disqualify any Entries with incomplete or mismatched Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Receipt and/or where Receipt is illegible, with incomplete details, reprinted, duplicated, unclear, damaged, altered and/or modified in any way.</p> <p>h. All Entries will be checked for duplicates based on the Participant's Personal Details submitted. All Entries that are duplicates and/or do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants. The Organiser may also, without further notification to the Participant, disqualify any Entry if the Organiser suspects that a Participant submitted a Receipt which is forged, falsified or is issued over Products which had not been purchased.</p> <p>i. The Organiser shall reserve the right to request for evidence of the hardcopy of the original Receipt as per image received in the Qualified Entry for verification and prize redemption. Failure to produce the hardcopy of the original Receipt upon request will result in disqualification and forfeiture.</p>
<p>8. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser within the Promotion Period. All Entries received outside the Promotion Period will be automatically disqualified.</p>

9. <u>Allocation of Serial Numbers:</u>	<p>a. During the finalist’s selection process, the Organiser will allocate serial numbers according to the Products amount purchased as stated in the Proof of Purchase of the Qualified Entries submitted, as follows:</p> <p>i. For every Ringgit Malaysia Eight (RM8) of Products purchased, the Organiser will allocate one (1) serial number.</p> <p>ii. In any event, there is an allocation cap of a maximum of ten (10) serial numbers per Proof of Purchase. Any balance amount in the Proof of Purchase shall be forfeited once the maximum serial number has been allocated.</p> <p>b. For example:</p> <p>i. If you purchase RM10 of Products in a single Proof of Purchase during the Promotion Period, one (1) serial number will be allocated.</p> <p>ii. If you purchase RM50 Products in a single Proof of Purchase during the Promotion Period, six (6) serial numbers will be allocated.</p> <p>iii. If you purchase RM150 Products in a single Proof of Purchase during the Promotion Period, a maximum of ten (10) serial numbers will be allocated.</p>						
10. <u>Nationwide Prizes:</u>	There are one hundred and twenty [120] Nationwide Prizes in the form of PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.						
11. <u>Judging Details – Nationwide Prizes:</u>	<p>a. As part of the Nationwide Prize Finalist’s selection process, the Organiser will allocate serial numbers to the Qualified Entries received throughout the Promotion Period in accordance with Clause 9, starting from serial number “1”.</p> <p>b. At the end of the Promotion Period the serial numbers allocated to each Qualified Entry received will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”). 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>c. Assuming that the Total Qualified Entries is <b>30001</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of one hundred and twenty (120) Nationwide Prize Finalists: 30001 ÷ 120 = 250.01.</b> Since dividing 30001 with 120 will result in a number with decimal value, the number 250.10 will be rounded down to <b>250</b>. The following 120 Participants with Qualified Entries bearing the serial number will be selected: 250*, 500*, 750*, 1000, 1250, 1500 and so forth (*computation examples: <u>250</u>, 250+250=<u>500</u>, 500+250=<u>750</u>).</p>						
12. <u>Participating Outlets Contest Prizes:</u>	<p>a. Participants will also stand an extra chance to win prizes with purchases from each Participating Outlet during the Promotion Period as listed below:</p> <table><tr><th>NO</th><th>PARTICIPATING OUTLETS</th><th>PRIZES</th></tr><tr><td>1</td><td>TF VALUE MART</td><td>- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth</td></tr></table>	NO	PARTICIPATING OUTLETS	PRIZES	1	TF VALUE MART	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth
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			<p>RM300 each to be won at the end of the Promotion Period.</p> <ul style="list-style-type: none"> <li>- Fifty (50) Special Prizes in the form of a RM100 Touch 'n Go e-Wallet Reload PIN each to be won at the end of the Promotion Period.</li> </ul>
	2	JAYA GROCER	<ul style="list-style-type: none"> <li>- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.</li> <li>- Fifty (50) Special Prizes in the form of a RM100 Touch 'n Go e-Wallet Reload PIN each to be won at the end of the Promotion Period.</li> </ul>
	3	SEGI FRESH MARKET	<ul style="list-style-type: none"> <li>- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.</li> </ul>
	4	TUNAS MANJA	<ul style="list-style-type: none"> <li>- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.</li> </ul>
	5	TARGET	<ul style="list-style-type: none"> <li>- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.</li> </ul>
	6	FAMILY STORE MELAKA	<ul style="list-style-type: none"> <li>- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.</li> </ul>
	7	HERO	<ul style="list-style-type: none"> <li>- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.</li> </ul>
	8	SUNSHINE	<ul style="list-style-type: none"> <li>- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth</li> </ul>

			RM300 each to be won at the end of the Promotion Period.
	9	HWATHAI	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.
	10	FAMILY STORE SEREMBAN	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.
	11	MATAHARI	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.
	12	MIDAS	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.
	13	VILLAGE GROCER	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.
	14	PANTAI SELAMAT	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.
	15	NIRWANA	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.
	16	PKT	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.
	17	CMART	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.

			RM300 each to be won at the end of the Promotion Period.
	18	XIRI	- Ten (10) Prizes in the form of a PHILIPS AIRFRYER NA221 4.2L worth RM300 each to be won at the end of the Promotion Period.

13. **Judging**  
**Details for Participating Outlets Prizes:**

a. As part of the Participating Outlets Prize Finalists’ selection process, the Organiser will allocate serial numbers to the Qualified Entries received throughout the Promotion Period according to the participating Outlets in accordance with Clause 9, starting from serial number “1”.

b. At the end of the Promotion Period the serial numbers allocated to each Qualified Entry received from each Participating Outlets will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”). 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.

c. **EXAMPLE 1 – TF VALUE MART:** Assuming TF VALUE MART Total Qualified Entries received is 8001, the Organiser will compute and select based on the following:

i. **Selection of ten (10) TF VALUE MART Prize Finalists:  $8001 \div 10 = 800.10$ .** Since dividing 8001 with 10 will result in a number with decimal value, the number 800.10 will be rounded down to 800. The following 10 Participants with TF VALUE MART Qualified Entry bearing the serial numbers will be selected: 800\*, 1600\*, 2400\*, 3200, 4000 and so forth (\*computation examples: 800,  $800+800=\underline{1600}$ ,  $800+800+800=\underline{2400}$ ).

ii. **Selection of fifty (50) TF VALUE MART Special Prize Finalists:  $8001 \div 50 = 160.02$ .** Since dividing 8001 with 50 will result in a number with decimal value, the number 160.02 will be rounded down to 160. The following 50 Participants with TF VALUE MART Qualified Entry bearing the serial numbers will be selected: 160\*, 320\*, 480\*, 640 and so forth (\*computation examples: 160,  $160+160=\underline{320}$ ,  $320+160=\underline{480}$ ).

d. **EXAMPLE 2 – VILLAGE GROCER:** Assuming VILLAGE GROCER Total Qualified Entries received is 5001, the Organiser will compute and select based on the following:

i. **Selection of ten (10) VILLAGE GROCER Prize Finalists:  $5001 \div 10 = 500.10$ .** Since dividing 5001 with 10 will result in a number with decimal value, the number 500.10 will be rounded down to 500. The following 10 Participants with VILLAGE GROCER Qualified Entry bearing the following serial number will be selected: 500\*, 1000\*, 1500\*, 2000, 2500 and so forth (\*computation examples: 500,  $500+500=\underline{1000}$ ,  $1000+500=\underline{1500}$ ).

<p>14. <b><u>Prizes</u></b> <b><u>Fulfilment:</u></b></p>	<ul style="list-style-type: none"> <li>a. Each participant may only win one (1) prize of the highest value throughout the Promotion Period.</li> <li>b. The Organiser will contact all selected Finalists via WhatsApp from <b>6018 322 0383</b> to the mobile number from which the Organiser received in the Qualified Entries. Each selected 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 Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalist cannot be contacted for whatever reason. The Organiser reserves the right to select another Finalist at the Organiser's discretion in the event that the initial selected Finalist cannot be contacted or failed to answer the question correctly within the time stated. The Finalist who answers the question correctly within the time stated will be considered a Winner.</li> <li>c. Upon request, 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 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.</li> <li>d. All PHILIPS AIRFRYER NA221 4.2L Prize Winners will receive their prize via courier within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners. Prizes may be forfeited if the Winners are not present at their addresses at the time of delivery.</li> <li>e. All RM100 Touch 'n Go e-Wallet Reload PIN Winners will receive from the Organiser's service provider their e-Wallet Reload PIN Code(s) via WhatsApp from <b>6018 322 0383</b> to the mobile numbers submitted to the Organiser during Entry submission within six (6) to eight (8) weeks from the closing date of the Promotion.</li> <li>f. The Organiser will not be held responsible if any of the e-Wallet Reload PIN Code(s) cannot be delivered or deployed to the Winners due to any change, error and/or difference in the mobile contact number submitted to the Organiser during Entry submission. Winners must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet Reload PIN Code(s). The Winners shall be fully responsible for any additional administrative fees or costs associated with redeeming the e-Wallet Reload PIN Code(s) through channels other than their respective application and usage. The following are the terms and conditions: <ul style="list-style-type: none"> <li>i. Redemption and usage of the Touch 'n Go e-Wallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms &amp; Conditions; <a href="https://www.touchngo.com.my/assets/pdf/user-tnc.pdf">https://www.touchngo.com.my/assets/pdf/user-tnc.pdf</a></li> </ul> </li> <li>g. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the e-Wallet Reload PIN Code(s) to the Winners. All unclaimed e-Wallet Reload</li> </ul>
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	<p>PIN Code(s) after the deadline set by the Organiser as stated in the WhatsApp messages will be forfeited.</p> <p>h. Winners Result Ad will be available at <a href="https://www.nestlehomeofgood.com.my/good-deals/peraduan-maggi-air-fryer-beli-dan-menang">https://www.nestlehomeofgood.com.my/good-deals/peraduan-maggi-air-fryer-beli-dan-menang</a> within six (6) – eight (8) weeks from the closing date of the Promotion.</p> <p>i. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. The Organiser reserves the right to change the method of Prizes fulfilment stated under this clause at the discretion of the Organiser.</p> <p>j. The Organiser will not be held liable if any of the Prizes or acknowledgment letters cannot be delivered or deployed to the Winners due to any change or difference in the delivery address and/or mobile contact number submitted by the Winners to the Organiser during Entry submission.</p> <p>k. 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>l. 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 to the Prizes, if any. All taxes imposed on the Prize(s) shall be borne by the Winners.</p> <p>m. The Organiser shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any other additional costs (i.e., travel expenses, transportation cost, duties and taxes) involved to redeem or collect the prize shall be borne by the winner at their own cost.</p>
15. <b><u>Additional Terms:</u></b>	<p>a. 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://www.nestlehomeofgood.com.my/good-deals/peraduan-maggi-air-fryer-beli-dan-menang> 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).