

TERMS AND CONDITIONS

Schedule to Conditions of Redemption

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966]																									
2. <u>Promotion:</u>	NESTLE RASA KENANGAN 2025 FAIR [LOTUS’S EXCLUSIVE]																									
3. <u>Promotion Period:</u>	The Promotion starts at 10:30:00 on 21 AUG 2025 and ends at 21:30:00 on 28 SEPT 2025 - the specific Promotion dates for each participating outlet is detailed at Clause 5 below.																									
4. <u>Eligibility:</u>	The Promotion is open to all individual Malaysian 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.																									
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6. <u>Participating Product:</u>	<p>To participate in the Promotion, purchase any Nestlé products (“Products”) <u>except</u> the products below:</p> <ul style="list-style-type: none"> • Purina • Nescafé STARBUCKS • Nescafé Dolce Gusto • NAN 1 & 2 (150g/ 600g/ 1.3kg) • NAN HA 1 & 2 (400g/ 800g) • Pre NAN/ NAN Lactose Free (400g) 										
7. <u>Participation Method:</u>	<p>a. This Promotion is divided into 2 tiers:</p> <table border="1" data-bbox="480 595 1433 909"> <thead> <tr> <th>TIERS</th><th>DESCRIPTION</th></tr> </thead> <tbody> <tr> <td>Tier 1</td><td>Spend RM38 and above in a single receipt to participate in an engagement game (Wire Buzzer Challenge or Draw your Prize) as detailed below.</td></tr> <tr> <td>Tier 2</td><td>Spend RM68 and above in a single receipt to redeem a Limited Edition Plushie (“Plushie”) as detailed below.</td></tr> </tbody> </table> <p>b. Participants must make a same day purchase from instore Participating Outlets in a single receipt to participate in the Tier 1 <u>or</u> Tier 2 Promotion (“Receipt”).</p> <p>c. <u>Instore Participating Outlets Receipt:</u></p> <ol style="list-style-type: none"> The Receipt must be in the form of printed receipts from point-of-sale systems for instore outlet purchases. The Receipt must bear the name and/or logo and the location of the Participating Outlet at which the purchase was made. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount and Receipt number (“Receipt Details”). No backdated Receipts are allowed. <p>d. Each Participant is allowed to only take part in the Promotion ONCE per day (either Tier 1 <u>or</u> Tier 2) at the location where the same day purchase was made. Participant requires a valid Receipt as detailed above for that same day purchase; and multiple Receipts will not be accepted for multiple participations on the same day.</p> <p>e. Entries at Participating Outlets: -</p> <p><u>Tier 1</u></p> <ol style="list-style-type: none"> Present Receipt to the promoter for verification. Once verification is completed, complete the engagement game as described below: - <table border="1" data-bbox="539 1883 1348 2040"> <thead> <tr> <th>Participating Outlets</th><th>Engagement Game Mechanics</th></tr> </thead> <tbody> <tr> <td>Lotus’s Kepong, Lotus’s Paradigm, Lotus’s Penang E-Gate</td><td><u>Wire Buzzer Challenge:</u> Participants who successfully complete the buzz wire challenge within 30 seconds</td></tr> </tbody> </table>	TIERS	DESCRIPTION	Tier 1	Spend RM38 and above in a single receipt to participate in an engagement game (Wire Buzzer Challenge or Draw your Prize) as detailed below.	Tier 2	Spend RM68 and above in a single receipt to redeem a Limited Edition Plushie (“Plushie”) as detailed below.	Participating Outlets	Engagement Game Mechanics	Lotus’s Kepong, Lotus’s Paradigm, Lotus’s Penang E-Gate	<u>Wire Buzzer Challenge:</u> Participants who successfully complete the buzz wire challenge within 30 seconds
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	and Lotus's Bukit Indah	shall be entitled 2 opportunities to draw for prize(s). Participants who fail to complete the challenge within the stipulated time shall be entitled to only one (1) opportunity to draw for a prize. Regardless of the number of draws, participants must correctly answer one (1) question to claim any prize drawn. Failure to answer the question correctly shall result in forfeiture of the prize(s).
	Other Participating Outlets	<u>Draw your Prize:</u> After drawing a prize, answer a question correctly from the promoter to redeem the prize. Failure to answer the question correctly shall result in forfeiture of the prize.

Tier 2
Plushie Redemption

- i. Present Receipt to the promoter for verification.
- ii. Once verification is completed, redeem one (1) Plushie from the promoter.
- iii. The Plushie design is as per the schedule in Clause 8 below.
- iv. Each Participant is only eligible to redeem **ONE** Plushie per day.

Bonus Prize - Plushie House Redemption

- v. To redeem the Bonus Prize, Participants must present all 6 Plushies (of different designs) physically to the promoter.
- vi. Each Participant is only eligible to redeem **ONE** Plushie House per day.

| **8. Prizes:** | **Tier 1** Prizes include: - | Prizes | Remarks | |--------------------|--| | Nestlé merchandise | Various Nestlé merchandise will be given out as prizes | | RM100 grocery | Available only during weekends. Grocery includes Nestlé participating products except the products below: <ul style="list-style-type: none">• Purina• Nescafé STARBUCKS• Nescafé Dolce Gusto• NAN 1 & 2 (150g/ 600g/ 1.3kg) | | |

		<ul style="list-style-type: none"> NAN HA 1 & 2 (400g/ 800g) Pre NAN/ NAN Lactose Free (400g) <p>Should the Nestlé products selected by the Participant exceed RM 100 in value, the Participant shall be responsible for paying the difference. Conversely, if the Nestlé products selected by the Participant are valued at less than RM 100, no reimbursement shall be provided to the Participant for the difference.</p>	
	Luggage (20 inch)	Available only during weekends	

Redemption of Tier 1 prizes is based on the outcome of the Participant's draw and is subject to the Participant correctly answering one (1) question posed by the promoter. Failure to answer the question correctly will result in forfeiture of the prize.

All Tier 1 prizes are distributed on a first-come, first-served basis. The Organizer reserves the right to substitute any prize with another of similar value and to amend the prize list at its sole and absolute discretion without prior notice.

Tier 2

Prizes include Plushies of 6 designs and a Plushie House.

Plushie designs will be released as per the schedule below (subject to the Promotion dates in Clause 5 above): -

WEEK	Date	Time	Plushie Design	Total Quantity
1 st week	LOTUS'S KEPONG, AMPANG, E-GATE, BUKIT INDAH: 21 – 24 AUG OTHERS: 23 – 24 AUG	10.30AM to 9.30PM	Design A & B (NOODLES & MILK)	2,500 units/DESIGN
2 nd week	LOTUS'S KEPONG, AMPANG, E-GATE, BUKIT INDAH: 28 – 31 AUG OTHERS: 30 – 31 AUG	10.30AM to 9.30PM	Design C&D (CHOCO DRINKS & CONFECT)	2,500 units/DESIGN
3 rd week	LOTUS'S KEPONG, AMPANG, E-GATE, BUKIT INDAH: 4 – 7 SEPT OTHERS: 6 – 7 SEPT	10.30AM to 9.30PM	Design E&F (CERAL & COFFEE)	2,500 units/DESIGN
4 th week	LOTUS'S KEPONG, AMPANG, E-GATE, BUKIT INDAH: 11 – 14 SEPT OTHERS: 13- 14 SEPT	10.30AM to 9.30PM	BONUS Prize (Plushie house)	2,500 units/DESIGN
5 th week	LOTUS'S AMPANG, E-GATE, BUKIT INDAH: 18 – 21 SEPT LOTUS'S CHERAS, TAIPING, PARADIGM, BUKIT PUCHONG, INDERA MAHKOTA, SERI ALAM: 20 – 21 SEPT	10.30AM to 9.30PM	LAST CHANCE TO REDEEM (DESIGN AT RANDOM)	REMAINING STOCKS
6 th week	LOTUS'S BUKIT INDAH: 25 – 28 SEPT LOTUS'S TAIPING, PARADIGM, BUKIT PUCHONG, INDERA MAHKOTA, SERI ALAM : 27 – 28 SEPT	10.30AM to 9.30PM		

	<p>All Tier 2 prizes are distributed on a first-come, first-served basis. The Organizer reserves the right to substitute any prize with another of similar value and to amend the prize list at its sole and absolute discretion without prior notice.</p> <p>Prizes cannot be exchanged for other items or cash.</p>
<u>9.Additional Terms:</u>	<p>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/nestle-rasa-kenangan> collectively "Terms and Conditions" and shall be binding on all participants who participate in this Promotion (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

Consumer Services Contact No.: 1800 88 3433.

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 these 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 capitalised 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, unauthorised 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:
- a) 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 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 there from 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 www.nestle.com.my/info/privacy_notice.
- 12.2. Under the Personal Data Protection Act, the Privacy Notice must be in English and Malay.