



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966).																														
2. <u>Promotion:</u>	NESCAFÉ MEET & GREET WITH NICHOLAS TEO 張棟樑 CONTEST																														
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 15/09/2025 and closes at 23:59:59 on 26/10/2025.																														
4. <u>Eligibility:</u>	<p>a. The Promotion 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”).</p> <p>b. The Organiser shall reserve the right to request for evidence of identification documents.</p>																														
5. <u>Participating Products:</u>	<p>Please refer below for the list of participating NESCAFÉ RTD products (“Participating Products”):</p> <table border="1"> <thead> <tr> <th>CATEGORY</th> <th>NO.</th> <th>PARTICIPATING PRODUCTS</th> </tr> </thead> <tbody> <tr> <td rowspan="2">NESCAFÉ GOLD CAN DRINKS</td> <td>1</td> <td>NESCAFÉ GOLD Latte Can 240ml</td> </tr> <tr> <td>2</td> <td>NESCAFÉ GOLD Black Can 240ml</td> </tr> <tr> <td rowspan="6">NESCAFÉ CAN DRINKS</td> <td>3</td> <td>NESCAFÉ Original Can 240ml</td> </tr> <tr> <td>4</td> <td>NESCAFÉ Mocha Can 240ml</td> </tr> <tr> <td>5</td> <td>NESCAFÉ Latte Can 240ml</td> </tr> <tr> <td>6</td> <td>NESCAFÉ Ice Can 240ml</td> </tr> <tr> <td>7</td> <td>NESCAFÉ Tarik Can 240ml</td> </tr> <tr> <td>8</td> <td>NESCAFÉ Kopi-O Can 240ml</td> </tr> <tr> <td rowspan="4">NESCAFÉ PET BOTTLES</td> <td>9</td> <td>NESCAFÉ Iced Caffe Latte 500ml</td> </tr> <tr> <td>10</td> <td>NESCAFÉ Iced Cappuccino 500ml</td> </tr> <tr> <td>11</td> <td>NESCAFÉ Iced Caramel 500ml</td> </tr> <tr> <td>12</td> <td>NESCAFÉ Iced Chococino 500ml</td> </tr> </tbody> </table>	CATEGORY	NO.	PARTICIPATING PRODUCTS	NESCAFÉ GOLD CAN DRINKS	1	NESCAFÉ GOLD Latte Can 240ml	2	NESCAFÉ GOLD Black Can 240ml	NESCAFÉ CAN DRINKS	3	NESCAFÉ Original Can 240ml	4	NESCAFÉ Mocha Can 240ml	5	NESCAFÉ Latte Can 240ml	6	NESCAFÉ Ice Can 240ml	7	NESCAFÉ Tarik Can 240ml	8	NESCAFÉ Kopi-O Can 240ml	NESCAFÉ PET BOTTLES	9	NESCAFÉ Iced Caffe Latte 500ml	10	NESCAFÉ Iced Cappuccino 500ml	11	NESCAFÉ Iced Caramel 500ml	12	NESCAFÉ Iced Chococino 500ml
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6. <u>Participating Outlets:</u>	Participants may make purchases at all in-store outlets, online merchants and official NESCAFÉ in-store activations that carry the Participating Products.																														
7. <u>Participation Method and</u>	a. To participate in this Promotion, purchase a minimum of Ringgit Malaysia Fifteen (RM15.00) (“Minimum Purchase”) of any Participating Products in a single																														

<p><u>Proof of Purchase</u></p>	<p>original receipt from any instore outlets (“Receipt”) and/or invoice screenshot from any online platform (“Invoice”) during the Promotion Period.</p> <p>b. Instore Outlets Receipts:</p> <ol style="list-style-type: none"> i. The Receipt can come in the form of printed receipts from point-of-sale systems for instore outlet purchases. ii. The Receipt must bear the date of purchase, Participating Products purchased, Participating Products purchase amount, Receipt number, and the name and/or logo of the outlet at which the purchase was made, or alternatively, be stamped with the outlet’s official company stamp if the name and/or logo is not available. iii. Only hand-written receipts issued during official NESCAFÉ in-store activations and stamped with the official NESCAFÉ stamp will be accepted. All other hand-written receipts will not be accepted. iv. All Receipts must include the required Receipt Details as outlined above. <p>c. Online Merchants Invoice:</p> <ol style="list-style-type: none"> i. The Invoice can be in the form of a screenshot of invoice for online purchases from any online merchants. For online purchases with promotion codes and/or rebates and/or discount vouchers and/or shipping vouchers and/or any other discounts, the final paid amount of the Products must be the Minimum Purchase amount and above to qualify. ii. The Invoice must also bear the date of purchase, Participating Products purchased, Participating Products purchase amount, invoice number, and name and/or logo of the online merchant (“Invoice Details”) at which the online purchase was made. <p>d. The entries must be submitted on the Promotion Website Contest Form at: https://www.nestlehomeofgood.com.my/good-deals/nescafeRTD-nicholas-contest (“Promotion Website Contest Form”).</p> <p>e. There is only one (1) method of submitting an Entry, which is via the Promotion Website Contest Form. All other methods of submission will be disqualified.</p> <p><u>Entries Submission via Promotion Website Contest Form</u></p> <ol style="list-style-type: none"> f. Visit the Promotion Website Contest Form at: https://www.nestlehomeofgood.com.my/good-deals/nescafeRTD-nicholas-contest or click on the URL from any of the communication materials sent by the Organiser and complete the Promotion Website Contest Form. g. Participants must complete all the mandatory details required as stated in the Promotion Website Contest Form. h. Snap one (1) clear and legible picture/image in jpg or jpeg or png format of the Proof of Purchase with the Receipt Details or Invoice Details (“Proof of Purchase”). The image size must be less than 5MB. i. Upload the image of Proof of Purchase on the Promotion Website Contest Form and click ‘Submit’ (“Entry”).
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	<p>j. The Organiser will display a Thank You message for each successful entry received. Acknowledgment of submission does not equate to winning of prizes.</p> <p>k. Participants may submit as many Proofs of Purchase as they wish but each Proof of Purchase is ONLY eligible for one (1) Entry submission. Proof of Purchase submitted in separate entries will not be cumulative.</p> <p>l. 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).</p> <p>m. The Organiser reserves the right to disqualify any Entries that are unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Proof of Purchase and/or where Proof of Purchase is illegible, with incomplete details, reprinted, duplicated, unclear, damaged, altered and/or modified in any way without prior notice to the Participant.</p> <p>n. 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 reserves the right to disqualify any Entry that fails to comply with the Terms & Conditions, including but not limited to: mismatched or incomplete personal details, unclear or duplicate entries based on NRIC, or mobile number. All entries will be screened for duplication based on the mandatory information provided in the submission form. Any duplicate entries and/or entries that do not meet the eligibility criteria stated herein will be disqualified at the sole discretion of the Organiser.</p> <p>o. The Organiser shall reserve the right to request for evidence of the hardcopy of the original Proof of Purchase as per image received in the Qualified Entry for verification and prize redemption. Failure to produce the hardcopy of the original Proof of Purchase upon request will result in disqualification and forfeiture.</p>
<p>8. <u>Entry Deadline:</u></p>	<p>All entries must be received by the Organiser on or before 23:59:59 on 26/10/2025. All entries received outside the Promotion Period will be automatically disqualified.</p>
<p>9. <u>Allocation of Serial Number(s) for Qualified Entries</u></p>	<p>a. During the Finalists selection process, the Organiser will allocate serial numbers for each Qualified Entry based on the purchase amount and Participating Products as indicated in the Proof of Purchase, as follows:</p> <ul style="list-style-type: none"> i. For every Minimum Purchase of Ringgit Malaysia Fifteen (RM15.00) worth of Participating Products in a single Proof of Purchase, the Organiser will allocate one (1) serial number. ii. For the purchase of any NESCAFÉ GOLD Can Drink(s) within the same Proof of Purchase, the Organiser will allocate one (1) additional serial number, regardless of the quantity of NESCAFÉ GOLD Can Drink(s) purchased. iii. In any event, there is an allocation cap of a maximum of ten (10) serial numbers per Proof of Purchase, which is equivalent to Ringgit Malaysia

	<p>One Hundred Fifty (RM150.00) of Participating Products. Any balance quantity in the Proof of Purchase shall be forfeited once the maximum serial number has been allocated.</p> <p>b. For example:</p> <ol style="list-style-type: none"> i. If you purchase RM15 worth of NESCAFÉ Can Drinks and/or NESCAFÉ PET Bottles in a single Proof of Purchase, one (1) serial number will be allocated. ii. If you purchase RM30 worth of NESCAFÉ Can Drinks and/or NESCAFÉ PET Bottles and/or NESCAFÉ GOLD Can Drink in a single Proof of Purchase, three (3) serial numbers will be allocated. iii. If you purchase RM15 worth of NESCAFÉ GOLD Can Drinks in a single Proof of Purchase, two (2) serial numbers will be allocated. iv. If you purchase RM200 worth of NESCAFÉ Can Drinks and/or NESCAFÉ PET Bottles and/or NESCAFÉ GOLD Can Drink in a single Proof of Purchase, eleven (11) serial numbers will be allocated.
<p>10. <u>Contest Weekly Prizes:</u></p>	<p>a. There is a total of eighteen (18) Prizes, with three (3) Prizes awarded each week during the six (6) weeks of the Promotion Period. Each Weekly Prize consists of:</p> <ol style="list-style-type: none"> i. Two (2) Meet & Greet Passes (one for the Winner and one for a Guest) to attend an exclusive Meet & Greet session with Nicholas Teo at “The Greatest Of Us” Music Showcase Variety Show; and ii. A photo opportunity with Nicholas Teo (grouped at twelve (12) participants per photo) during the Meet & Greet session; and iii. An exclusive NESCAFÉ GOLD merchandise pack; and iv. Two (2) tickets (one for the Winner and one for a Guest) to attend “The Greatest Of Us” Music Showcase Variety Show on 6 November 2025. <p>b. The pool of Entries is based on submission date, and the six (6) weekly periods are as per below:</p> <ol style="list-style-type: none"> i. Week 1: 15 September 2025, 00:00:00 - 21 September 2025, 23:59:59 ii. Week 2: 22 September 2025, 00:00:00 - 28 September 2025, 23:59:59 iii. Week 3: 29 September 2025, 00:00:00 - 5 October 2025, 23:59:59 iv. Week 4: 6 October 2025, 00:00:00 - 12 October 2025, 23:59:59 v. Week 5: 13 October 2025, 00:00:00 - 19 October 2025, 23:59:59 vi. Week 6: 20 October 2025, 00:00:00 - 26 October 2025, 23:59:59
<p>11. <u>Judging Details – Weekly Prizes</u></p>	<p>a. As part of the Prizes Finalists’ selection process, the Organiser will allocate serial numbers to the Qualified Entries, starting from serial number “1”.</p> <p>b. Each week, the serial numbers allocated to each Qualified Entry will be tabulated to derive the total number of Qualified Entries for that week (“Total Weekly Qualified Entries”). Finalists will be selected based on the sequence number, using a calculation method that divides the Total Weekly Qualified Entries by the number of Prizes allocated for that week. After each week’s prize selection, the Qualified Entries of the winners from the previous week(s) will be removed from the entry pool before proceeding with the next week’s selection.</p>

	<p>c. In the event that a division results in a decimal, the number will be rounded down. For example, $1,020 \div 25 = 40.8$ will be rounded down to 40.</p> <p>d. For example:</p> <ul style="list-style-type: none"> i. Assuming that the Total Weekly Qualified Entries for the Week 1 is 1500, the Organiser will compute and select based on the following: $1,500 \div 3 = 500$. The winning serial numbers are 500, 1,000 and 1,500. If the same Participant is shortlisted more than once, the next sequential serial number will be selected instead (for example, if the 500th and 1,000th entries belong to the same Participant, the 500th entry remains valid, and the next sequential number after 1,000 which is 1,001, will be selected). ii. Upon removing the Week 1 winners, assuming the Total Weekly Qualified Entries for Week 2 is 2,000, the Finalists will be selected based on the following calculation of $2,000 \div 3 = 666.7$ and will be rounded down to 666. The winning serial numbers are 666, 1,332, and 1,998.
<p>12. <u>Additional Terms:</u></p>	<ul style="list-style-type: none"> a. Each Participant is eligible to win only one (1) Weekly Prize throughout the entire Promotion Period. b. The Organiser will contact all Finalists via WhatsApp from +601111080097 (managed by our service provider, MediaCliQ) 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. 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 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. c. 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. d. The Organiser reserves the right to request the Winner to send their full name as per NRIC and NRIC in text format for verification purposes to the designated WhatsApp number +601111080097. Failure to comply will result in disqualification and prize forfeiture. In the event that the Organiser suspects any element of fraud, falsification, or mismatched of information than the one submitted in the Promotion Website Contest Form, the Organiser reserves the right to disqualify the winner and select a replacement.

- e. All unclaimed prizes after the deadline set by the Organiser in the winner notification will be forfeited.
- f. 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.
- g. Terms & Conditions for Weekly Prizes, which includes but not limited to the following: -
 - i. One (1) Meet & Greet Pass for themselves and one (1) additional pass for a guest to attend an exclusive Meet & Greet session ("**Meet & Greet**") with Nicholas Teo with the following details.
 - i. Date: 6 November 2025 (Thursday)
 - ii. Time: 2:30 PM - 4:00 PM
 - iii. Venue: A Quiet Place, Kuala Lumpur (next to Low Yat Plaza)
 - iv. Total Guests: 36 pax (18 winners and 18 guests)
 - v. During the Meet & Greet Event, Winner and Guest will have a group photo opportunity with Nicholas Teo (twelve (12) participants per group photo) and receive one (1) exclusive NESCAFÉ GOLD merchandise pack.
 - vi. Winners and Guests are not permitted to take individual photos with Nicholas Teo and are not permitted to request autographs or present gifts to Nicholas Teo during the Meet & Greet session.
 - vii. Activities during the Meet & Greet will be planned and coordinated by the Organiser, and all Winners and Guests are required to follow the event agenda as communicated by the Organiser's staff.
 - viii. The accompanying guest of the Winner must be 18 years of age or older as of the event date.
 - ix. Winners and Guests are required to adhere to the dress code for the event: casual or smart casual attire is permitted, and attire deemed overtly revealing or inappropriate is strictly prohibited.
 - ii. Two (2) tickets (one (1) for the Winner and one (1) for the guest) to attend "The Greatest Of Us" Music Showcase Variety Show ("**Variety Show**"), with the following details:
 - i. Date: 6 November 2025 (Thursday)
 - ii. Time: 8:00 PM - 10:00 PM
 - iii. Venue: Mega Star Arena, Sungai Wang
 - iii. Meet & Greet Passes will be issued as Digital Tickets, which must be redeemed for physical tickets at the designated venue of Meet & Greet session, at A Quiet Place, starting from 2.30pm on 6 November 2025. Winners can collect their Variety Show tickets as they collect their Meet & Greet Passes. The Winner must present their NRIC during prize collection to confirm the correct recipient. If the NRIC presented does not

	<p>match the NRIC stated in the Digital Tickets, the Organiser reserves the right to reject the prize collection.</p> <ul style="list-style-type: none"> iv. The Organiser will send the digital tickets to the Winners via WhatsApp from +601111080097 to the Winner’s mobile number submitted through the Promotion Website Contest Form. v. All Meet & Greet Passes and event tickets will be issued under the Winner’s name and are strictly non-transferable and not exchangeable for cash. vi. Any costs incurred in attending the Meet & Greet and Variety Show, including but not limited to travel expenses, accommodation, and other related costs, shall be borne solely by the Winner. vii. Photos taken during the Meet & Greet Event and The Greatest Of Us" Music Showcase Variety Show will be published on NESCAFÉ’s official social media platforms and other promotional channels at the Organiser’s discretion. A consent form will be provided to the Winners and Guests during the event to obtain their consent for this use. <ul style="list-style-type: none"> h. The Organiser shall not be held responsible if the Prizes or Digital Tickets cannot be delivered due to an incorrect, changed, or invalid mobile number and/or delivery address submitted by the Participant. i. The Winners are required to comply with the schedule of activities as determined by the Organiser. The Organiser shall not be held liable for the Winners’ failure to adhere to the said schedule. j. 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. k. The Organiser reserves the right, at its sole discretion, to substitute any of the Prizes with another item of similar value at any time without prior notice. l. The Organiser reserves the right to change the method of Prizes fulfilment stated under this clause at the discretion of the Organiser. m. The announcement of the Winners will be published on the Organiser’s social media page at: https://www.facebook.com/Nescafe.MY and Organiser’s website at: https://www.nestlehomeofgood.com.my/good-deals/nescafeRTD-nicholas-contest six (6) to eight (8) weeks from the closing date of the Promotion Period. n. 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.
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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/nescafeRTD-nicholas-contest>, 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.

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.