

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

| 1. Organiser: | Nestlé Products Sdn. Bhd. (197901000966). |
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| 2. <u>Promotion:</u> | PERADUAN BONANZA FUNTASTIK |
| 3. <u>Promotion</u> <u>Period:</u> | The Promotion starts at 00:00:00 on 15/09/2025 and closes at 23:59:59 on 14/12/2025. |
| 4. Eligibility: | a. The Promotion is a Nestlé Home of Good member recruitment program and is open to all legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period ("Participants"). b. The Organiser shall reserve the right to request for evidence of identification documents. |
| 5. Participation Method: | a. NO PURCHASE is required to participate in the Promotion. b. To participate in this Promotion: i. Participants must ensure that their registration as a member of Nestlé Home of Good ("NHG Member") as stated in the Promotion Website Contest Form is successfully completed during the Promotion Period; and ii. Complete the Jom Shopping Online Game ("Jom Shopping Game") with a minimum score of 5 points. c. The registration must be submitted on the Promotion Website Contest Form at: https://www.nestlehomeofgood.com.my/good-deals/peraduan-bonanza-funtastik ("Promotion Website Contest Form"). d. 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. Step 1: Register as a Member of Nestlé Home of Good e. Participants must complete all the mandatory details required as stated in the Promotion Website Contest Form, at: https://www.nestlehomeofgood.com.my/good-deals/peraduan-bonanza-funtastik and click "Next". Step 2: Complete the Jom Shopping Game |

- f. Participants will be given 20 seconds to complete the Jom Shopping Game.
- g. In this Jom Shopping Game, Participants are required to:
 - i. Catch as many falling Nestlé products as possible using the virtual shopping cart — each successful catch earns +5 points.
 - ii. Avoid catching non-Nestlé items (random objects), as each will result in a deduction of 2 points.





iii. At the end of the 20 seconds, Participants must submit their score to complete their entry.



- h. The game score does not impact prize eligibility. As long as Participants are NHG Members and have scored a minimum of 5 points in the Jom Shopping Game within the Promotion Period, they will be eligible for prize consideration.
- i. Each Participant may only register once as a NHG Member. Each unique NHG Member that registers via the Promotion Website Contest Form is ONLY eligible to **one (1)** Entry submission.

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). k. The Organiser reserves the right to disqualify any Entries that are illegible, incomplete, duplicated, unclear, damaged, altered, or modified in any way without prior notice to the Participant. I. 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. 6. **Entry** All entries must be received by the Organiser on or before 23:59:59 on 14/12/2025. Deadline: All entries received outside the Promotion Period will be automatically disqualified. 7. Allocation of During the Finalists selection process, the Organiser will allocate serial numbers to Serial the Qualified Entries. Each Qualified Entry will be allocated one (1) serial number Number(s) for only. Qualified **Entries** 8. **Peraduan** a. Each Participant is eligible to win only one (1) Prize throughout the entire Bonanza Promotion Period. FUNtastik: <u>Prizes</u> b. A total of three hundred and six (306) Prizes are available to be won throughout the Promotion Period: i. One (1) Grand Prize: Urban 160cc Scooter (2025 version; 156.9cc engine; Petrol; colour subject to availability from the retailer; On-The-Road Price) worth RM13,549.00; OR Retro 125cc Scooter (125cc engine; Petrol; colour subject to availability from the retailer; On-The-Road Price) worth RM14,900.00. Five (5) Second Prizes: Home & Lifestyle Voucher (redeemable at voucher ii. provider's outlets) worth RM2,000.00 each; **OR** Dream Getaway Voucher (valid for Flight, Hotel, Flight + Hotel, and Xperience/Travel Activities, redeemable at voucher provider's platform) worth RM2,000.00 each. One Hundred (100) Third Prizes: Cash prize worth RM250.00 each. iii. iv. **Two Hundred (200) Consolation Prizes**: Shopee e-Vouchers (redeemable Nestlé (Sold Shopee) by store on https://shopee.com.my/nestle.soldbyshopee) worth RM100.00 each.

- c. The Grand Prize and Second Prizes categories will be subject to the following additional conditions: -
 - each selected winner will be entitled to choose one (1) prize option within their respective prize category, from the options provided by the Organiser; and
 - ii. one (1) household (of the same mailing address) is eligible to win only one (1) prize from the Grand Prize or Second Prizes categories.

9. <u>Judging</u> <u>Details</u> – Prizes

- a. As part of the Prizes Finalists' selection process, the Organiser will allocate serial numbers to the Qualified Entries, starting from serial number "1".
- b. At the end of the Promotion Period, the serial numbers allocated to each Qualified Entry will be tabulated to derive the total number of Qualified Entries ("Total Qualified Entries"). Finalists will be selected based on the sequence number, using a calculation method that divides the Total Qualified Entries by the number of prizes allocated for each category. After each prize category selection, the selected finalists' Qualified Entries will be removed from the pool before proceeding to the next category's selection.
- 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.
- d. In the event that a serial number selected corresponds to the same household for the Grand or Second Prize(s) categories more than once, the next available serial number will be selected as the Finalist.
- e. Assuming that the Total Qualified Entries at the end of the Promotion Period is 1000, the Organiser will compute and select based on the following:
 - i. **Selection of one (1) Grand Prize Finalist**: 1,000 ÷ 2 =500. The winning serial number is 500. Once selected, the respective Participant and all their other Qualified Entries will be removed from the entry pool before proceeding to the next category.
 - ii. **Selection of five (5) Second Prize Finalists**: The remaining entry pool (after removing Grand Prize finalist's entries) will be used for the next round of computation. If, for example, 999 remaining entries: 999 ÷ 5 = 199.8, rounded down to 199. The winning serial numbers are 199, 398, 597, 796 and 995. Once selected, the respective Participants and all their other Qualified Entries will again be removed before proceeding to the next category.
 - iii. Selection of one hundred (100) Third Prizes Finalists: The remaining entry pool (after removal of Second Prizes finalists' entries) will be used for the Third Prizes selection. If, for example, 994 entries remaining: 994 ÷ 100 = 9.94, rounded down to 9. The winning serial numbers are 9, 18, 27, 36, and so on until 100 Third Prize Finalists are selected. Once selected, the respective Participants and all their other Qualified Entries will again be removed before proceeding to the next category.

iv. Selection of two hundred (200) Consolation Prizes Finalists: The remaining entry pool (after removal of Third Prize finalists' entries) will be used for the Consolation Prizes selection. If, for example, 894 entries remaining: $894 \div 200 = 4.47$, rounded down to 4. The winning serial numbers are 4, 8, 12, 16, and so on until 200 Consolation Prize Finalists are selected.

10. Additional Terms:

- a. The Organiser will contact all Finalists via WhatsApp from +601168301621 (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 Finalist who answers the question correctly within the time stated will be considered a Winner.
- b. All Winners must provide complete and accurate personal details as requested by the Organiser for prize fulfilment. Failure to do so may result in prize forfeiture. The Organiser reserves the right to disqualify any Entry or Winner if the personal details (including full name, identification number, and mobile number) are found to be inaccurate or incorrect at any time.
- c. The Organiser reserves the right to request the Winner to send their NRIC in text format for verification purposes to the designated WhatsApp number +601168301621. 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.
- d. All unclaimed prizes after the deadline set by the Organiser in the winner notification will be forfeited.
- e. All Winners must comply with the terms and conditions of any third-party provider or organiser involved in the arrangement or fulfilment of the prizes, including any terms attached to the prizes themselves.
- f. Terms & Conditions for Grand Prize: Urban 160cc Scooter OR Retro 120cc Scooter, which includes but not limited to the following:
 - i. The Winner is required to collect the Grand Prize from the designated outlet. Any costs incurred during the prize collection, including but not limited to travel expenses, outstation costs, and other related charges, shall be borne by the Winner.

- ii. The Winner will be provided with a Collection Letter for prize collection. The Winner must present their NRIC during prize collection to confirm the correct recipient.
- iii. If the NRIC presented does not match the NRIC stated in the Collection Letter, the Provider reserves the right to reject the prize collection.
- iv. The Winner will be required to participate in a photo-taking session during prize collection as proof of collection. The Organiser may use this photo in its social media and web content related to this Promotion. A consent form will be provided to the Winner to obtain their consent for this use.
- g. Usage of the Second Prizes Home & Lifestyle Voucher will be subject to terms and conditions printed on/attached to the voucher, which includes but not limited to the following:
 - i. The voucher can be redeemed at all the voucher provider's outlets in Malaysia and may only be used for purchasing items sold at the voucher provider's outlets. It cannot be redeemed for any activities or transactions beyond this purpose.
 - ii. The voucher is valid for one (1) year from the date of issue (the exact duration of validity will be provided in the fulfilment message).
 - iii. The voucher can only be used once.
 - This voucher is in the form of a physical card. The Organiser will contact the Winner via WhatsApp from +601168301621 to request delivery details, including the mailing address. The Prize will be sent via courier service to the provided mailing address.
- h. Usage of the Second Prizes Dream Getaway Voucher will be subject to terms and conditions printed on/attached to the voucher, which includes but not limited to the following:
 - i. The voucher is valid for one (1) year from the date of purchase (the exact duration of validity will be provided in the fulfilment message).
 - ii. The voucher can be used for Flight, Hotel, Flight + Hotel, and Xperience on the voucher provider's platform.
 - i. Flight: Refers to air travel bookings—either one-way or round-trip tickets.
 - ii. Hotel: Includes booking of accommodations: hotels, resorts, apartments, villas, homestays, and other lodging types.
 - iii. Xperience / Travel Activities: Including attraction passes, amusement park tickets, event tickets, tourist attraction tickets, tour packages, cruises, playgrounds, games & activities, recreational sports, classes & workshops, beauty & spa, any other add-on services related to the foregoing, and other experience services that provider designates to form a part of Travel Activities.
 - iii. The Winner must create a user account on the voucher provider's platform to redeem the voucher.
 - iv. The voucher cannot be exchanged for cash.

- v. Each voucher code is valid for one (1) time use only. If the transaction value exceeds the nominal value of the voucher, the difference must be paid by the user. If the transaction value is less than the nominal value, the remaining balance cannot be refunded (non-refundable).
- vi. The voucher is not applicable for any add-ons (e.g., insurance, extra baggage and etc.), reschedule fee, installment fee and any other extra fees incurred in respect of the transaction.
- vii. Vouchers that have been used are non-refundable and non-reschedulable, except in cases of involuntary circumstances (e.g., flight cancellations by airlines) or other cases at the voucher provider's discretion.
 - The Organiser will send the vouchers to the Winners via WhatsApp from +601168301621 to the Winner's mobile number submitted through the Promotion Website Contest Form.
- i. Terms & Conditions for Third Prizes: Cash Prizes, including but is not limited to the following:
 - i. The default fulfilment method for the Third Prize is via Online Bank Transfer.
 - ii. The Organiser will contact Winners via WhatsApp from +601168301621 to the Winner's mobile number submitted through the Promotion Website Contest Form to request the following details to facilitate the online bank transfer: the Winner's full name as per NRIC, their NRIC (in text format), the bank name, and the bank account number.
- j. Usage of the Consolation Prizes: Shopee e-Voucher will be subject to terms and conditions printed on/attached to the voucher, which includes but not limited to the following:
 - i. The Shopee e-Voucher is valid for six (6) months (the exact duration of validity will be provided in the fulfilment message).
 - ii. The Shopee e-Voucher can only be redeemed via the Nestlé (Sold by Shopee) store on Shopee at https://shopee.com.my/nestle.soldbyshopee .
 - iii. No minimum purchase is required for the utilisation of the Shopee e-Voucher.
 - iv. Usage of the voucher will be subject to further terms and conditions imposed by Shopee.
 - The Organiser will send the voucher to the Winners via WhatsApp from +601168301621 to the Winner's mobile number submitted through the Promotion Website Contest Form.
- k. The Organiser shall not be held responsible if the Prizes or letters cannot be delivered due to an incorrect, changed, or invalid mobile number and/or delivery address submitted by the Participant.
- I. 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.

- m. The Organiser reserves the right to change the method of Prizes fulfilment stated under this clause at the discretion of the Organiser.
- n. The announcement of the Winners will be published on the Organiser's social media page at: https://www.facebook.com/nestlehomeofgood and Organiser's website at: https://www.nestlehomeofgood.com.my/good-deals/peraduan-bonanza-funtastik six (6) to eight (8) weeks from the closing date of the Promotion Period.
- o. 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.

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-bonanza-funtastik, 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", "you").

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.