



Good food, Good life

**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 MILO & NÉSCAFE BELI & MENANG EKSklusIF DI LOTUS'S.																															
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 (MYT) on 07/05/2026 and closes at 23:59:59 (MYT) on 10/06/2026.																															
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>Listed below are the participating products ("Products"):</p> <table border="1" data-bbox="400 1084 1449 2000"> <thead> <tr> <th data-bbox="400 1084 571 1149">BRANDS</th> <th data-bbox="571 1084 762 1149">TYPE</th> <th data-bbox="762 1084 1449 1149">PARTICIPATING PRODUCTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1149 571 1462" rowspan="8"><b>MILO</b></td> <td data-bbox="571 1149 762 1462" rowspan="8"><b>MAIN PRODUCTS</b></td> <td data-bbox="762 1149 1449 1189">MILO (SOFTPACK) 1.8KG</td> </tr> <tr> <td data-bbox="762 1189 1449 1229">MILO (SOFTPACK) 1.8KG FOC PENCIL CASE</td> </tr> <tr> <td data-bbox="762 1229 1449 1270">MILO (SOFTPACK) 900G</td> </tr> <tr> <td data-bbox="762 1270 1449 1310">MILO (SOFTPACK) 900G FOC 100G</td> </tr> <tr> <td data-bbox="762 1310 1449 1350">MILO ACTIV GO ORIGINAL 14SX30G</td> </tr> <tr> <td data-bbox="762 1350 1449 1391">MILO ACTIV GO ORIGINAL 14SX30G FOC 2S</td> </tr> <tr> <td data-bbox="762 1391 1449 1431">MILO FUZE 3IN1 14X33G</td> </tr> <tr> <td data-bbox="762 1431 1449 1462">MILO FUZE 3IN1 14X33G FOC 2S</td> </tr> <tr> <td data-bbox="400 1462 571 2000" rowspan="13"><b>MILO</b></td> <td data-bbox="571 1462 762 2000" rowspan="13"><b>BONUS PRODUCTS*</b></td> <td data-bbox="762 1462 1449 1503">MILO (SOFTPACK) 400G</td> </tr> <tr> <td data-bbox="762 1503 1449 1543">MILO (SOFTPK) 200G</td> </tr> <tr> <td data-bbox="762 1543 1449 1583">MILO 1.4KG</td> </tr> <tr> <td data-bbox="762 1583 1449 1624">MILO ACTIV GO CEREAL 10X36G</td> </tr> <tr> <td data-bbox="762 1624 1449 1664">MILO ACTIV GO LESS SUGAR 10X27G</td> </tr> <tr> <td data-bbox="762 1664 1449 1704">MILO ACTIV GO ORIGINAL 26SX30G</td> </tr> <tr> <td data-bbox="762 1704 1449 1744">MILO ACTIV GO ORIGINAL 26SX30G FOC KEYBG</td> </tr> <tr> <td data-bbox="762 1744 1449 1785">MILO FUZE 3IN1 26SX33G</td> </tr> <tr> <td data-bbox="762 1785 1449 1825">MILO FUZE 3IN1 26SX33G FOC KEYCHAIN BAG</td> </tr> <tr> <td data-bbox="762 1825 1449 1865">MILO FUZE 3IN1 8SX33G</td> </tr> <tr> <td data-bbox="762 1865 1449 1906">MILO HI FIBRE 900G</td> </tr> <tr> <td data-bbox="762 1906 1449 1946">MILO INTENSE DARK CHOC 2X10X33G+FLASK</td> </tr> <tr> <td data-bbox="762 1946 1449 1986">MILO INTENSE DARK CHOCOLATE (10X33G)</td> </tr> <tr> <td data-bbox="762 1986 1449 2000">MILO INTENSE DARK CHOCOLATE TIN 400G</td> </tr> </tbody> </table>			BRANDS	TYPE	PARTICIPATING PRODUCTS	<b>MILO</b>	<b>MAIN PRODUCTS</b>	MILO (SOFTPACK) 1.8KG	MILO (SOFTPACK) 1.8KG FOC PENCIL CASE	MILO (SOFTPACK) 900G	MILO (SOFTPACK) 900G FOC 100G	MILO ACTIV GO ORIGINAL 14SX30G	MILO ACTIV GO ORIGINAL 14SX30G FOC 2S	MILO FUZE 3IN1 14X33G	MILO FUZE 3IN1 14X33G FOC 2S	<b>MILO</b>	<b>BONUS PRODUCTS*</b>	MILO (SOFTPACK) 400G	MILO (SOFTPK) 200G	MILO 1.4KG	MILO ACTIV GO CEREAL 10X36G	MILO ACTIV GO LESS SUGAR 10X27G	MILO ACTIV GO ORIGINAL 26SX30G	MILO ACTIV GO ORIGINAL 26SX30G FOC KEYBG	MILO FUZE 3IN1 26SX33G	MILO FUZE 3IN1 26SX33G FOC KEYCHAIN BAG	MILO FUZE 3IN1 8SX33G	MILO HI FIBRE 900G	MILO INTENSE DARK CHOC 2X10X33G+FLASK	MILO INTENSE DARK CHOCOLATE (10X33G)	MILO INTENSE DARK CHOCOLATE TIN 400G
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		<b>NESCAFÉ</b>	<b>MAIN PRODUCTS</b>	NESCAFÉ 3IN1 ORI 25X18G
				NESCAFÉ 3IN1 ORI 25X18G FOC 3S
				NESCAFÉ CLASSIC REFILL PACK 200G
				NESCAFÉ CLASSIC REFILL PACK 200G FOC 20G
				NESCAFÉ CLASSIC REFILL PACK 300G
				NESCAFÉ CLASSIC REFILL PACK 300G FOC 30G
			<b>BONUS PRODUCTS*</b>	NESCAFÉ 3IN1 CARAMEL LATTE 15SX23G
				NESCAFÉ 3IN1 HAZELNUT LATTE 15SX23G
				NESCAFÉ 3IN1 MILD 25X18G
				NESCAFÉ 3IN1 MOCHA LATTE 15SX25G
				NESCAFÉ 3IN1 ORI 5X18G
				NESCAFÉ 3IN1 RICH 25X18G
				NESCAFÉ 3IN1 WC LESS SUGAR 15SX27G
				NESCAFÉ 3IN1 WHITE COFFEE 15SX30G
				NESCAFÉ CLASSIC DARK ROAST 200G
				NESCAFÉ CLASSIC JAR 100G
				NESCAFÉ CLASSIC JAR 200G
				NESCAFÉ CLASSIC JAR 50G
				NESCAFÉ CLASSIC REFILL PACK 100G
				NESCAFÉ CLASSIC REFILL PACK 50G
				NESCAFÉ DECAF 100G JAR
				NESCAFÉ ESP CON BLACK 500ML FOC JIGGER
				NESCAFÉ ESP CON VANILLA 500ML FOC JIGGER
				NESCAFÉ ESP CONCENTRATE BLACK 500ML
				NESCAFÉ ESP CONCENTRATE VANILLA 500ML
				NESCAFÉ GOLD 2IN1 CAF WTE 12X16G FOC SPN
				NESCAFÉ GOLD 2IN1 CAFE WHITE (12X16G)
		NESCAFÉ GOLD BLEND 100G		
		NESCAFÉ GOLD BLEND 50G		
		NESCAFÉ GOLD CREAMY LATTE 12X31G		
		NESCAFÉ GOLD CREAMY LATTE 12X31G FOC SPN		
		NESCAFÉ GOLD DARK LATTE 12X34G		
		NESCAFÉ GOLD DARK LATTE 12X34G FOC SPN		
NESCAFÉ GOLD DECAF 100G				
NESCAFÉ GOLD JAR 200G				
NESCAFÉ GOLD JAR 200G FOC TUMBLER				
NESCAFÉ GOLD ORIGINS ALTA RICA 100G				
NESCAFÉ GOLD ORIGINS CAP COLOMBIA 100G				
NESCAFÉ GOLD REFILL PACK 170G				
NESCAFÉ GOLD STICKBOX 20SX2G				
NESCAFÉ KOPI O 15X16G				
NESCAFÉ TARIK 15X31G				
NESCAFÉ WHITE COFFEE ORI 15SX33G				
NESCAFÉ ESP CONCENTRATE MOCHA 500ML				
NESCAFÉ ESP CONCENTRATE MOCHA 500ML FOC Jigger				
<b>NESTLÉ READY TO DRINK</b>	<b>MAIN PRODUCTS</b>	MILO ACT-GO UHT 200MLX6		
		MILO ACTIGEN-E CAN 240MLX6		
		MILO ACTIV-GO CAN (5+1) X 240ML		

		MILO ACTIV-GO NUTRIPLUZ UHT 6x200ML
		MILO ACTIV-GO UHT (5+1) X200ML
		NESCAFE ORI CAN (5+1) X 240ML
		NESCAFE ORIG 240MLX6
	<b>BONUS PRODUCTS*</b>	MILO ACT-GO UHT 125MLX8
		MILO ACTIV-GO ORI 500ML
		MILO RTD 1L
		MILO UHT MILK 125MLX4
		NESCAFE LATTE CAN (5+1) X 240ML
		NESCAFE LATTE CAN (6X240ML)
		NESCAFE MOCHA CAN (5+1) X 240ML
		NESCAFE MOCHA CAN (6X240ML)
		NESCAFE RTD ICED CAFFE LATTE 500ML
		NESCAFE RTD ICED CAPP PET 500ML
		NESCAFE TARIK CAN 6X240ML

*\*You will be eligible to receive an additional one (1) serial number if your purchase is inclusive of a minimum of one (1) of any MILO, NESCAFÉ and/or NESTLÉ READY TO DRINK Bonus Products from the Participating Products List above (see clause 8).*

- 6. Participation Method & Proof of Purchase:**
- a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Eighteen (RM18) (“Minimum Purchase”) of any Products in a single original receipt from any LOTUS’S instore outlets (“Receipt”) and/or invoice screenshot from LOTUS’S official website and/or official online store platforms as listed in Clause 6c only (“Invoice”) (collectively referred to as “Proof of Purchase”) during the Promotion Period.
  - b. LOTUS’S Instore Outlets Receipt:
    - i. The Receipt can come in the form of printed receipts from point-of-sale systems. 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 is made.
    - ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount and Receipt number (“Receipt Details”).
  - c. LOTUS’S official website and/or online store on Shopee, Lazada, Grabmart and Pandamart Invoices only:
    - i. The Invoice can be in the form of a screenshot of invoice for online purchases from online merchants. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made.
    - ii. The Invoice must also bear the date of purchase, Products purchased, Products purchase amount and invoice number (“Invoice Details”).
  - d. The submission method is via the Promotion Website only. All other methods of submission will be disqualified.
  - e. Entries submission via Promotion Website:

	<p>i. Visit the Promotion Website at: <a href="https://www.nestlehomeofgood.com.my/ms/peraduan-beli-menang-milo-nescafe">https://www.nestlehomeofgood.com.my/ms/peraduan-beli-menang-milo-nescafe</a> (“Promotion Website”) 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 (“Image”) of the Proof of Purchase with the Details.</p> <p>iv. One (1) Image must contain a picture of one (1) Proof of Purchase, 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>f. Participants may submit as many Proofs of Purchase as they wish but each Proof of Purchase is ONLY eligible for one (1) Entry submission.</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) 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.</p> <p>h. All Entries will be checked for duplicates based on the Participant’s full name, ID number and mobile number submitted. All Entries that 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 Proof of Purchase if the Organiser suspects that a Participant submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased by the Participant.</p> <p>i. 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>7. <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>
<p>8. <b><u>Allocation of Serial Number(s) for Qualified Entries:</u></b></p>	<p>a. During the finalist’s selection process, the Organiser will allocate serial numbers according to the purchase amount of the Products as stated in the Proof of Purchase of the Qualified Entries submitted, as follows:</p> <p>i. For every Ringgit Malaysia Eighteen (RM18) spent on the Products, one (1) serial number shall be allocated.</p>

	<ul style="list-style-type: none"> <li>ii. For every Ringgit Malaysia Eighteen (RM18) spent on the Products, inclusive of a minimum purchase of one (1) Bonus Product, two (2) serial numbers shall be allocated.</li> <li>iii. 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.</li> </ul> <p>b. For example:</p> <ul style="list-style-type: none"> <li>i. If you purchase RM33.95 of one (1) MILO (SOFTPACK) 1.8KG in a single Proof of Purchase during the Promotion Period, one (1) serial number will be allocated.</li> <li>ii. If you purchase RM29.88 of one (1) NESCAFÉ GOLD REFILL PACK 170G in a single Proof of Purchase during the Promotion Period, one (1) serial number plus one (1) additional serial number for the Bonus Product will be allocated, for a total of two (2) serial numbers.</li> <li>iii. If you purchase RM63.83 of one (1) MILO (SOFTPACK) 1.8KG and one (1) NESCAFÉ GOLD REFILL PACK 170G in a single Proof of Purchase during the Promotion Period, three (3) serial numbers plus one (1) additional serial number for the Bonus Product will be allocated, for a total of four (4) serial numbers.</li> <li>iv. If you purchase RM380.50 of Products in a single Proof of Purchase during the Promotion Period, the maximum allocation of ten (10) serial numbers will apply.</li> </ul>
<p>9. <b><u>Weekly Prizes:</u></b></p>	<ul style="list-style-type: none"> <li>a. There are ten (10) Weekly Prizes in the form of a Stryv Color+ 2.0 Hairdryer worth RM429 each to be won each week for five (5) consecutive weeks. The Weekly Prizes is available in a variety of colours. All such colours shall be determined solely by the Organiser and allocated at random, subject to availability. Winners shall not be entitled to select, request, or exchange the colour of the prize received.</li> <li>b. There is a total of fifty (50) Weekly Prizes to be won at the end of the Promotion Period.</li> <li>c. The pool of Entries is based on date of receipt of the Qualified Entries, and the five (5) weekly periods are as follows:  Week 1: 07/05/2026 – 13/05/2026      Week 2: 14/05/2026 – 20/05/2026  Week 3: 21/05/2026 – 27/05/2026      Week 4: 28/05/2026 – 03/06/2026  Week 5: 04/06/2026 – 10/06/2026</li> </ul>
<p>10. <b><u>Judging Details – Weekly Prizes:</u></b></p>	<ul style="list-style-type: none"> <li>a. As part of the Weekly Prize Finalist’s selection process, the Organiser will allocate serial numbers to the Qualified Entries in accordance with Clause 8, starting from serial number “1”.</li> <li>b. Each week, the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Total Weekly Qualified Entries”). Assuming that the Total Weekly Qualified Entries for the week is <b>501</b>, the Organiser will compute and select based on the following: <ul style="list-style-type: none"> <li>i. <b><u>Selection of ten (10) Weekly Prize Finalists: <math>501 \div 10 = 50.10</math></u></b>. Since dividing 501 with 10 will result in a number with decimal value, the number 50.10 will be rounded down to 50. The following 10 Participants with Qualified Entries received bearing the following serial numbers will be selected: 50*, 100*, 150*,</li> </ul> </li> </ul>

	200, 250, 300 and so forth (*computation examples: 50, 50+50=100, 100+50=150)
<b>11. <u>Main Prizes:</u></b>	<p>The Main Prizes to be won at the end of the Promotion Period are as follows:</p> <ol style="list-style-type: none"> <li>a. Three (3) Grand Prizes in the form of one (1) AIRWHEEL Luggage SE3S 26L worth RM2899 each. The Grand Prize is available in a variety of colours. All such colours shall be determined solely by the Organiser and allocated at random, subject to availability. Winners shall not be entitled to select, request, or exchange the colour of the prize received.</li> <li>b. Five (5) Second Prizes in the form of one (1) pair of branded customised shoes featuring the Winner’s name, tailored to the Winner’s shoe size, worth RM1,780 each. The Second Prize is available in one (1) predetermined design only.</li> </ol>
<b>12. <u>Judging Details – Main Prizes:</u></b>	<ol style="list-style-type: none"> <li>a. As part of the Main Prize finalist’s selection process, the Organiser will allocate serial numbers to the Qualified Entries in accordance with Clause 8, starting from serial number “1”.</li> <li>b. The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”). Assuming that the Total Qualified Entries is <b>3334</b>, the Organiser will compute and select based on the following: <ol style="list-style-type: none"> <li>i. <b>Selection of three (3) Grand Prize Finalists: <math>3334 \div 3 = 1111.33</math>.</b> Since dividing 3334 with 3 will result in a number with decimal value, the number 1111.33 will be rounded down to <b>1111</b>. The following 3 Participants with Entries bearing the following serial numbers will be selected: 1111*, 2222* and 3333* (*computation examples: <b>1111</b>, <math>1111+1111=2222</math>, <math>2222+1111=3333</math>).</li> <li>ii. <b>Selection of five (5) Second Prize Finalists: <math>3334 \div 5 = 666.80</math>.</b> Since dividing 3334 with 5 will result in a number with decimal value, the number 666.80 will be rounded down to <b>666</b>. The following 5 Participants with Entries bearing the following serial numbers will be selected: 666*, 1332*, 1998*, 2664, 3330 and so forth (*computation examples: <b>666</b>, <math>666+666=1332</math>, <math>1332+666=1998</math>).</li> </ol> </li> </ol>
<b>13. <u>Additional Terms:</u></b>	<ol style="list-style-type: none"> <li>a. Each Participant may throughout the Promotion Period win only: <ol style="list-style-type: none"> <li>i. one (1) Weekly Prize per week and a maximum of 2 Weekly Prizes, and</li> <li>ii. one (1) Main Prize of the higher value.</li> </ol> </li> <li>b. The Organiser will contact all selected finalists via the PERADUAN MILO &amp; NÉSCAFÉ BELI &amp; MENANG EKSKLUSIF DI LOTUS’S official WhatsApp number: <b>+6018 388 0803</b> (“Promotion Official WhatsApp Number”) to the mobile number submitted to the Organiser during Entry submission. Each selected finalists will be given one (1) question to answer. The selected finalists 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 finalists cannot be contacted for whatever reasons. The Organiser</li> </ol>

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 ("Winner").

- c. Winners Result Announcement will be available at the Promotion Website within six (6) – eight (8) weeks from the closing date of the Promotion. It is the Participants responsibility to view the Winner Result Announcement from time to time for the latest updates in the Winners' Results.
- d. All Winners must provide their required personal details to the Organiser for prizes fulfilment, without which the Organiser may not be able to fulfill such prizes. The Organiser reserves the rights to forfeit their Prizes if the Winners fail to provide their full details upon request. 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.
- e. The Organiser reserves the right to request for submission of the photocopy of identification document and the original hardcopy Proof of Purchase as per image received in the Qualified Entry from the Winner for verification prior to Prizes fulfilment. Failure to submit upon request will result in disqualification and forfeiture. Upon verification, the Organiser reserves the right to forfeit their Prizes if the Organiser suspects that the alleged Winner submitted a Proof of Purchase which is re-printed, forged, falsified or is issued over Products which had not been purchased by the Participant.
- f. All 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.
- g. 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.
- h. 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.
- i. 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 in the event the original prize offered is not available.

	<p>j. 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, if any.</p> <p>k. 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> <p>l. 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>
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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/ms/peraduan-beli-menang-milo-nescafe>, 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 Organiser 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).