



Nestlé

Good food, Good life

Terms & Conditions

A. Schedule to Conditions to Entry.

1. <u>Organiser</u>	Nestlé Products Sdn. Bhd. (197901000966)																																																		
2. <u>Campaign Name</u>	JAYAGROCER LS KITKAT FAIR 2026																																																		
3. <u>Campaign Period and Participating Outlets</u>	The Campaign starts at 10:00:00 (MYT) on 05/08/2026 and closes at 22:00:00 (MYT) 09/08/2026. The Participating Outlet is Sunway Pyramid Shopping Mall (LG2 Blue Concourse).																																																		
4. <u>Eligibility</u>	The Campaign is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Campaign 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. <u>Participating Products</u>	Listed below are the Nestlé KitKat Confectionery participating products ("Products"): <table><thead><tr><th>No</th><th>PARTICIPATING PRODUCTS</th></tr></thead><tbody><tr><td>1</td><td>KITKAT F1 Icon Sharebag 8x11g</td></tr><tr><td>2</td><td>KITKAT Super Mario Bros Sharebag 10x15g</td></tr><tr><td>4</td><td>KITKAT Sharebag 2(10x15g) with Super Mario Bros Pouch</td></tr><tr><td>5</td><td>KITKAT 2F Flowrap 6x17g</td></tr><tr><td>6</td><td>KITKAT 2F Foil Wrap 17g</td></tr><tr><td>7</td><td>KITKAT 2F Green Tea Sharebag 8x17g</td></tr><tr><td>8</td><td>KITKAT 4F Flowrap 35g</td></tr><tr><td>9</td><td>KITKAT 4F Foilwrap 35g</td></tr><tr><td>10</td><td>KITKAT 4F Flowrap 3x35g</td></tr><tr><td>11</td><td>KITKAT 4F Green Tea Flowrap 35g</td></tr><tr><td>12</td><td>KITKAT Bites 40g</td></tr><tr><td>13</td><td>KITKAT Bites 100g</td></tr><tr><td>14</td><td>KITKAT Bites 160g</td></tr><tr><td>15</td><td>KITKAT Chunky 38g</td></tr><tr><td>16</td><td>KITKAT Chunky Sharebag 3x38g</td></tr><tr><td>17</td><td>KITKAT Chunky Foil Wrap 38g</td></tr><tr><td>18</td><td>KITKAT Chunky MILO 38g</td></tr><tr><td>19</td><td>KITKAT Chunky MILO Foil Wrap 38g</td></tr><tr><td>20</td><td>KITKAT Chunky Cookies & Cream 38g</td></tr><tr><td>21</td><td>KITKAT Cookie Crumble Tablet 120g</td></tr><tr><td>22</td><td>KITKAT Dark Choc Block 160g</td></tr><tr><td>23</td><td>KITKAT MILO 2F Flowrap Sharebag 10x14.5g</td></tr><tr><td>24</td><td>KITKAT MILO 2F Foil Wrap 14.5g</td></tr><tr><td>25</td><td>KITKAT 2F Sharebag 10x15g</td></tr></tbody></table>	No	PARTICIPATING PRODUCTS	1	KITKAT F1 Icon Sharebag 8x11g	2	KITKAT Super Mario Bros Sharebag 10x15g	4	KITKAT Sharebag 2(10x15g) with Super Mario Bros Pouch	5	KITKAT 2F Flowrap 6x17g	6	KITKAT 2F Foil Wrap 17g	7	KITKAT 2F Green Tea Sharebag 8x17g	8	KITKAT 4F Flowrap 35g	9	KITKAT 4F Foilwrap 35g	10	KITKAT 4F Flowrap 3x35g	11	KITKAT 4F Green Tea Flowrap 35g	12	KITKAT Bites 40g	13	KITKAT Bites 100g	14	KITKAT Bites 160g	15	KITKAT Chunky 38g	16	KITKAT Chunky Sharebag 3x38g	17	KITKAT Chunky Foil Wrap 38g	18	KITKAT Chunky MILO 38g	19	KITKAT Chunky MILO Foil Wrap 38g	20	KITKAT Chunky Cookies & Cream 38g	21	KITKAT Cookie Crumble Tablet 120g	22	KITKAT Dark Choc Block 160g	23	KITKAT MILO 2F Flowrap Sharebag 10x14.5g	24	KITKAT MILO 2F Foil Wrap 14.5g	25	KITKAT 2F Sharebag 10x15g
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6. <u>Campaign Mechanics</u>	a. To participate, Participants must purchase a minimum of Ringgit Malaysia Thirty-five (RM35) worth of Products in single original printed receipt (“Receipt”) from the Participating Outlet. b. <u>Instore Outlets Receipt</u> i. Receipt can come in the form of printed receipts from point-of-sale systems for instore Outlet purchases. The Receipt must bear the name and/or logo of the Outlet at which the purchase was made. If this is not available, the Receipt needs to be stamped with the official company’s stamp of the Outlet at which the purchase is made. ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount and Receipt number (“Receipt Details”). c. <u>Registration Entry</u> i. The registration submission method is via the Promotion Website only. All other methods of submission will be disqualified. ii. Entry submission is via Promotion Website at https://www.nestlehomeofgood.com.my/good-deals/jg-kitkat-f1-concourse-sunwaypyramid or scan the QR code shown on the communication materials at the participating Outlet and complete the web form. iii. Fill in all the required personal details (“Personal Details”) on the web form including a Malaysian registered mobile number compatible with WhatsApp for further communication and a unique Racing ID. iv. Snap one (1) clear and legible picture/image in jpg or jpeg or png format of the Receipt with the Receipt Details. v. Upload the Image on the web form and click ‘submit’. (“Registration Entry”) d. Upon successful submission of the Registration Entry and verification of the Receipt, participants will be allowed to take part in the racing game at the respective Participating Outlet. e. Each Participant with the same Personal Details is only eligible to submit one (1) Registration Entry. Receipts must be dated the same day as the submission of the Registration Entry.																									

	f. Participants MUST keep the original Receipt for verification and prize redemption purposes. Failure to do so may result in disqualification and forfeiture of prize won. g. The Organiser reserves the right to reject any Registration Entries with incomplete or mismatched Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Receipt and/or where Receipt is illegible, with incomplete details, reprinted, duplicated, unclear, damaged, altered and/or modified in any way. All Registration Entries will be checked for duplicates based on the Participant's full name, ID number and mobile number submitted. All Registration 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 Receipt if the Organiser suspects that a Participant submitted a Receipt which is forged, falsified or is issued over Products which had not been purchased.
7. <u>Participation Details</u>	a. Each Participant with a Racing ID will be given one (1) attempt to complete the racing game. b. Participants are required to comply with the relevant instructions given by the promoters on ground. c. The Participants' lap times will be recorded by the promoter. d. The Participants with the fastest lap will be selected upon the conclusion of the Campaign to win an exclusive prizes. e. In the event of a tie, participants may be required to participate in an additional online game challenge to determine the final winner.
8. <u>Prizes & Fulfilment of Prizes</u>	a. Winners will be determined based on the fastest recorded lap time achieved during the Racing Simulator Challenge throughout the Contest Period. b. The participant with the fastest lap time will be awarded the 1st Prize, the second-fastest lap time the 2nd Prize, and the third-fastest lap time the 3rd Prize. The next five (5) participants with the fastest lap times will each receive one (1) Consolation Prize. c. The prizes are as follows: - - First Prize x One (1) Winner: RM500 Cash Prize + Exclusive KitKat F1 Jacket - Second Prize x One (1) Winner: RM250 Cash Prize + Exclusive KitKat F1 Jacket - Third Prize x One (1) Winner: RM100 Cash Prize + Exclusive KitKat F1 Jacket - Consolation Prizes x Five (5) Winners: Exclusive KitKat F1 Jacket d. Each Participant is entitled to win a maximum of one (1) prize only. e. The Organiser will contact the top eight (8) participants as detailed above via WhatsApp from 010-9633960 to the mobile number submitted to the

	Organiser during Registration Entry submission. All Winners must provide their required personal details to the Organiser for prizes fulfilment, without which the Organiser may not be able to fulfil 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 the personal details (including full name, identification number and mobile number) are found at any time to be inaccurate or wrong or if there are duplicated Entries. f. In the event that a Winner cannot be contacted after three (3) contact attempts over two (2) consecutive days or within the time stated in the message, the Organiser reserves the right to disqualify the Winner and select a replacement winner at its sole discretion. g. The Cash Prize will be disbursed to the Winner(s) within fourteen (14) working days after the completion date of the winner verification. The cash prize will be transferred to the bank account provided by the Winner(s). The Organiser shall not be responsible for any delay or failure in payment resulting from incorrect or incomplete banking information provided by the Winner(s). h. The Prizes will be delivered via courier service within fourteen (14) working days after the completion date of the winner verification to the mailing address provided by the Winners. Prizes may be forfeited if they are not present at their address at the time of delivery. i. The Organiser will not be held liable if any of the Prizes 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 Organizer during Registration Entry submission. j. 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. k. 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. All taxes imposed on the Prize(s) shall be borne by the Winners. l. The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available. m. The Organiser shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any other additional costs (i.e., travel expenses, transportation cost, duties and taxes) involved to redeem or collect the prize shall be borne by the winner at their own cost.
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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/jg-kitkat-f1-concourse->

[sunwaypyramid](#) 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.
- 1.4 **Responsibility of F1® and the Event Organiser:** Formula One World Championship Limited (and its related companies) (together, “F1”) is not responsible for or involved in the organization, development, execution or results of this Promotion. This Promotion is organized exclusively by the Promoter/Organiser. Therefore, F1® assumes no responsibility for any aspect related to the dynamics of the Promotion, including, but not limited to, the selection of winners, the awarding of prizes, or any inconvenience that may arise during the Promotion. Any queries, complaints or concerns regarding the Promotion should be directed directly to the Promoter/Organiser and not to F1®. F1® including any of their subsidiaries or affiliates, shall not be liable for any damage, injury or inconvenience that may arise in connection with the Promotion and waive any liability arising from the Promotion.

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.