



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>	PERADUAN KITKAT DARK BORNEO JOM BELI & MENANG EKSKLUSIF DI LOTUS’S.																						
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 (MYT) on 10/09/2026 and closes at 23:59:59 (MYT) on 21/10/2026.																						
4. <u>Eligibility:</u>	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. <u>Participating Products:</u>	Listed below are the participating products (“Products”): <table><tr><th>PARTICIPATING PRODUCTS</th></tr><tr><td><u>KITKAT DARK BORNEO PRODUCTS:</u></td></tr><tr><td>KITKAT DARK BLOCK 160G</td></tr><tr><td>KITKAT DARKBORNEO 2F 24 (8X17G)</td></tr><tr><td><u>OTHER KITKAT PRODUCTS:</u></td></tr><tr><td>KITKAT PREMIUM 4F 35G</td></tr><tr><td>KITKAT PREMIUM 2F SIX PACK 102G</td></tr><tr><td>KITKAT BITES 40G</td></tr><tr><td>KITKAT BITES 100G</td></tr><tr><td>KITKAT CHUNKY 38G</td></tr><tr><td>KITKAT CHUNKY 3X38G MULTIPACK</td></tr><tr><td>KITKAT CHUNKY COOKIES N CREAM 38G</td></tr><tr><td>KITKAT GREEN TEA 4F 35G</td></tr><tr><td>KITKAT 2F SHAREBAG 8X17G GREEN TEA</td></tr><tr><td>KITKAT 2F SHAREBAG 10SX15G</td></tr><tr><td>KITKAT MILK CHOC BLOCK 160G</td></tr><tr><td>KITKAT 2F SHAREBAG VALUEPACK 18SX15G</td></tr><tr><td>KITKAT MILO 2F SBG 10X14.5G</td></tr><tr><td>KITKAT COOKIE CRUMBLE BLOCK 120G</td></tr><tr><td>KITKAT HAZELNUT BLOCK 120G</td></tr><tr><td>KITKAT PINEAPPLE TART SBG 8X17G</td></tr><tr><td>KITKAT MINIATURE BOX 214.5G</td></tr></table>	PARTICIPATING PRODUCTS	<u>KITKAT DARK BORNEO PRODUCTS:</u>	KITKAT DARK BLOCK 160G	KITKAT DARKBORNEO 2F 24 (8X17G)	<u>OTHER KITKAT PRODUCTS:</u>	KITKAT PREMIUM 4F 35G	KITKAT PREMIUM 2F SIX PACK 102G	KITKAT BITES 40G	KITKAT BITES 100G	KITKAT CHUNKY 38G	KITKAT CHUNKY 3X38G MULTIPACK	KITKAT CHUNKY COOKIES N CREAM 38G	KITKAT GREEN TEA 4F 35G	KITKAT 2F SHAREBAG 8X17G GREEN TEA	KITKAT 2F SHAREBAG 10SX15G	KITKAT MILK CHOC BLOCK 160G	KITKAT 2F SHAREBAG VALUEPACK 18SX15G	KITKAT MILO 2F SBG 10X14.5G	KITKAT COOKIE CRUMBLE BLOCK 120G	KITKAT HAZELNUT BLOCK 120G	KITKAT PINEAPPLE TART SBG 8X17G	KITKAT MINIATURE BOX 214.5G
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		KITKAT CHUNKY MILO 38G KITKAT SBG 10S RAYA HELLO KITTY GIFTBOX KITKAT WONDERS OF MSIA GIFTBOX 158G KITKAT DELUXE 231.5G KITKAT SEASONS GREETINGS SBG 8X9.8G KITKAT ICON HORSE SBG 8X11G KITKAT PINEAPPLE TART TIN 204G KITKAT HORSE TIN 74G KITKAT SBG 10 SUPER MARIO BROS 10X15G KITKAT SBG FOC SPR MARIO POUCH 2(10X15G) KITKAT SEASONS GREETINGS TIN 124G KITKAT BITES 160G KITKAT F1 ICON SBG 8X11G KITKAT SBG F1 CAP GIFTBOX 3(10X15G)	
6. <u>Participation Method & Proof of Purchase:</u>	a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Eighteen (RM18) of any Products with a minimum of <u>one (1) KITKAT Dark Borneo Product</u> in a single original receipt from any LOTUS’S instore outlets (“Receipt”) and/or invoice screenshot from LOTUS’S official website, LOTUS’S official shop on Shopee or LOTUS’S official shop on Lazada online platforms only (“Invoice”) (collectively referred to as “Proof of Purchase”) during the Promotion Period. b. <u>LOTUS’S Instore Outlets Receipt:</u> - 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. - The Receipt must also bear the date of purchase, Products purchased, Products purchase amount and Receipt number (“Receipt Details”). c. <u>LOTUS’S official website, LOTUS’S official shop on Shopee or LOTUS’S official shop on Lazada Invoice:</u> - The Invoice can be in the form of a screenshot of invoice for online purchases from any online merchants. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made. - The Invoice must also bear the date of purchase, Products purchased, Products purchase amount and invoice number (“Invoice Details”). d. The submission method is only via the Promotion Website: https://www.nestlehomeofgood.com.my/good-deals/lotuss-kitkat-darkborneo-jom-beli-dan-menang2026 (“Promotion Website”). All other methods of submission will be disqualified. e. <u>Entries submission via Promotion Website:</u>		

	i. Visit the Promotion Website or scan the QR code shown on the communication materials at the participating Outlets and complete the Web Form. 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. iii. Snap one (1) clear and legible picture/image in jpg or jpeg or png format (“Image”) of the Proof of Purchase . iv. One (1) Image must contain a picture of one (1) Proof of Purchase, and the Image file size must be less than 5MB. v. Upload the Image on the Web Form and click ‘submit’ (“Entry”). vi. The Organiser will display a Thank You message for each entry received. f. Each Proof of Purchase is ONLY eligible for one (1) Entry submission, but Participants may submit as many Entries as they wish throughout the duration of the Promotion. 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: (i) incomplete or mismatched Personal Details, (ii) unclear and/or illegible Images and/or (iii) duplicated Entry and/or (iv) containing more than one (1) Proof of Purchase and/or (v) where Proof of Purchase is illegible, with incomplete details, reprinted, unclear, damaged, altered and/or modified in any way. 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 him/herself. i. The Organiser shall reserve the right to request for evidence of the hardcopy (or softcopy in the case of online purchase(s)) 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.
7. <u>Entry Deadline:</u>	All Entries must be received by the Organiser within the Promotion Period. All Entries received outside the Promotion Period will be automatically disqualified.
8. <u>Allocation of Serial Number(s) for Qualified Entries:</u>	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: i. For every, Ringgit Malaysia Eighteen (RM18) of Product with a minimum of <u>one (1) KITKAT Dark Borneo Product</u> purchased, one (1) serial number shall be allocated.

	ii. 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. b. For example: i. If you purchase RM20 of Products with a minimum of <u>one (1) KITKAT Dark Borneo Product</u> in a single Proof of Purchase during the Promotion Period, one (1) serial number will be allocated. ii. If you purchase RM100 of Products with a minimum of <u>one (1) KITKAT Dark Borneo Product</u> in a single Proof of Purchase during the Promotion Period, five (5) serial numbers will be allocated. iii. If you purchase RM250 of Products with a minimum of <u>one (1) KITKAT Dark Borneo Product</u> in a single Proof of Purchase during the Promotion Period, the maximum allocation of ten (10) serial numbers will be allocated.						
9. <u>Weekly Prizes:</u>	a. There are five (5) Weekly Prizes in the form of one (1) STRYV 2.0 Color Hairdryer worth RM429 each to be won each week for six (6) 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. b. There is a total of thirty (30) Weekly Prizes to be won at the end of the Promotion Period. c. The pool of Entries is based on date of receipt of the Qualified Entries, and the six (6) weekly periods are as follows: <table border="0"> <tr> <td>Week 1: 10/09/2026 – 16/09/2026</td> <td>Week 2: 17/09/2026 – 23/09/2026</td> </tr> <tr> <td>Week 3: 24/09/2026 – 30/09/2026</td> <td>Week 4: 01/10/2026 – 07/10/2026</td> </tr> <tr> <td>Week 5: 08/10/2026 – 14/10/2026</td> <td>Week 6: 15/10/2026 – 21/10/2026</td> </tr> </table>	Week 1: 10/09/2026 – 16/09/2026	Week 2: 17/09/2026 – 23/09/2026	Week 3: 24/09/2026 – 30/09/2026	Week 4: 01/10/2026 – 07/10/2026	Week 5: 08/10/2026 – 14/10/2026	Week 6: 15/10/2026 – 21/10/2026
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10. <u>Judging Details – Weekly Prizes:</u>	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”. 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 251, the Organiser will compute and select based on the following: i. <u>Selection of five (5) Weekly Prize Finalists: $251 \div 5 = 50.20$</u>. Since dividing 251 with 5 will result in a number with decimal value, the number 50.20 will be rounded down to 50. The following 5 Participants with Qualified Entries received bearing the following serial numbers will be selected: 50*, 100*, 150*, 200 and 250 (*computation examples: 50, 50+50=100, 100+50=150)						
11. <u>Grand Prize:</u>	a. There is one (1) Grand Prize to be won at the end of the Promotion Period in the form of a travel package to Borneo Island with a total value of RM5,000 (“Travel						

	Package”), subject to terms & conditions which includes but are not limited to the following: i. The Travel Package shall be issued in the Winner’s name and shall be valid for a period of six (6) months from the date of issuance. ii. All travel arrangements must be made and finalised through the travel agency, platform, or service provider appointed by the Organiser. Redemption is strictly subject to availability, booking confirmation, blackout dates, peak season surcharges, and the terms and conditions of the relevant airline, hotel, tour operator, or travel service provider. iii. The Winner may select how the Travel Package is utilised, including choosing which part of Borneo Island, flight tickets (from Kuala Lumpur), accommodation, land transfers, or other travel-related services as approved by the Organiser, subject to compliance with applicable laws, government travel restrictions, and the policies of the relevant service providers. iv. Any amount of the Travel Package not utilised shall automatically lapse and be forfeited without compensation, extension, or replacement. Any amount exceeding the Travel Package value shall be borne solely by the winner and must be paid prior to booking confirmation. The Travel Package shall be deemed fully redeemed upon confirmation of booking(s) equivalent to the Travel Package value. v. The Travel Package is non-transferable, non-exchangeable, and not redeemable for cash or credit, whether in whole or in part. vi. The Organiser shall not be liable for any failure or delay in the fulfilment of the Travel Package due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government restrictions, war, civil unrest, or travel bans. vii. The Organiser shall not be liable for any loss, damage, injury, delay, inconvenience, or claim arising from or in connection with the use of the Travel Package, travel arrangements, or the acts or omissions of any third-party service providers. The Winner agrees to release and hold harmless the Organiser from any such claims. viii. The Winner shall be solely responsible for the following: – Obtaining and maintaining valid passports, visas, travel insurance, vaccination certificates, and any other required travel documentation. – Payment of all applicable taxes, airport taxes, surcharges, gratuities, personal expenses, and any other incidental costs not expressly covered by the Travel Package or Voucher. – Compliance with all applicable laws, regulations, and travel advisories. – Any changes, cancellations, or no-show penalties after booking confirmation shall be subject to the policies and charges imposed by the relevant service providers. – Any additional costs arising from changes or cancellations. In the event of cancellation by the winner, any reinstatement of the value shall be subject to the service provider’s refund policy and the Organiser’s approval.
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12. <u>Judging Details – Grand Prize:</u>	a. As part of the Grand 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”. 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 3335, the Organiser will compute and select based on the following: i. Selection of one (1) Grand Prize Finalist: $3335 \div 2 = 1667.50$. Since dividing 3335 with 2 will result in a number with decimal value, the number 1667.50 will be rounded down to 1667. The Participant with Entry bearing the serial number 1667 will be selected.
13. <u>Additional Terms:</u>	a. Each Participant may throughout the Promotion Period win only: i. one (1) Weekly Prize per week and a maximum of two (2) Weekly Prizes, and ii. one (1) Grand Prize. b. The Organiser will contact all selected finalists via the PERADUAN KITKAT DARK BORNEO JOM BELI & MENANG EKSKLUSIF DI LOTUS’S official WhatsApp number: +6018 388 2129 (“Promotion 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 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 (or softcopy in the case of online purchase(s)) 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. f. All Weekly Prize 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 Grand Prize Winner will receive an official acknowledgement letter containing the contact details of the appointed travel agent. Winner must personally contact the appointed travel agent representative to facilitate the redemption of their prizes. h. 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. i. 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 without prior notice at the discretion of the Organiser. j. 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 without prior notice in the event the original prize offered is not available. 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. l. 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. 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/lotuss-kitkat-darkborneo-jom-beli-dan-menang2026>, 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.

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.

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