



Good food, Good life

## **TERMS AND CONDITIONS**

### **A. Schedule to Conditions of Entry**

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| 1. <b><u>Organiser:</u></b>            | Nestlé Products Sdn. Bhd. (197901000966).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2. <b><u>Promotion:</u></b>            | NESTLÉ HOME OF GOOD: PERADUAN GANJARAN IMPIAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3. <b><u>Promotion Period:</u></b>     | The Promotion starts at 00:00:00 on 14/09/2026 and closes at 23:59:59 on 22/11/2026.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4. <b><u>Eligibility:</u></b>          | <p>a. The Promotion is a Nestlé Home of Good (“NHG”) 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”).</p> <p>b. The Organiser shall reserve the right to request for evidence of identification documents.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 5. <b><u>Participation Method:</u></b> | <p>a. NO PURCHASE is required to participate in the Promotion.</p> <p>b. To participate in this Promotion, 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.</p> <p>c. The registration must be submitted on the Promotion Website Contest Form at: <a href="https://www.nestlehomeofgood.com.my/good-deals/peraduan-ganjaran-impian">https://www.nestlehomeofgood.com.my/good-deals/peraduan-ganjaran-impian</a> (“Promotion Website Contest Form”).</p> <p>d. There is only one (1) method of submitting an Entry, which is <b>via the Promotion Website Contest Form</b>. All other methods of submission will be disqualified.</p> <p><b><u>Entries Submission via Promotion Website Contest Form (“Promotion Website Contest Form”)</u></b></p> <p>e. Participants must complete all the mandatory details required as stated in the Promotion Website Contest Form, at: <a href="https://www.nestlehomeofgood.com.my/good-deals/peraduan-ganjaran-impian">https://www.nestlehomeofgood.com.my/good-deals/peraduan-ganjaran-impian</a> and click “Submit” (“Entry”).</p> <p>f. The Organiser will reply with a “Thank You” acknowledgment message for each Entry received.</p> |

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|                                                                        | <p>g. Each Participant may only register once as a NHG Member. 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) and a unique mobile number. Each Participant that registers via the Promotion Website Contest Form is <b>ONLY</b> eligible to submit <b>one (1)</b> Entry.</p> <p>h. 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 &amp; Conditions, including but not limited to: mismatched or incomplete personal details, unclear or duplicate entries based on NRIC, or mobile number. All entries will be screened for duplication based on the mandatory information provided in the submission form. Any duplicate entries and/or entries that do not meet the eligibility criteria stated herein will be disqualified at the sole discretion of the Organiser.</p>                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6. <b><u>Entry Deadline:</u></b>                                       | All entries must be received by the Organiser on or before 23:59:59 on 22/11/2026. All entries received outside the Promotion Period will be automatically disqualified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7. <b><u>Allocation of Serial Number(s) for Qualified Entries:</u></b> | During the Finalists selection process, the Organiser will allocate serial numbers to the Qualified Entries. Each Qualified Entry will be allocated one (1) serial number only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8. <b><u>Contest Prizes:</u></b>                                       | <p>a. Each Participant stands a chance to win a maximum of one (1) Weekly Prize or Weekly Bonus Prize, and one (1) Grand Prize throughout the entire Promotion Period.</p> <p>b. A total of six hundred and sixty-one (661) Prizes are available to be won throughout the Promotion Period:</p> <ol style="list-style-type: none"> <li><b>One (1) Grand Prize:</b> POH KONG 999.9/24K Gold Bunga Raya Gold Bar (10G), with a purity of 999.9 fine gold and a weight of 10G worth RM7,250.00; <b>OR</b> Branded smartphone worth RM6,999.00; <b>OR</b> Samsung Galaxy S26 Ultra (6.9-inch display; 512 GB   12 GB storage; No Samsung Care+) worth RM6,799.00. The value of the gold bar is subject to daily fluctuations and may vary based on international gold prices, supply and demand, currency exchange rates, and other market factors.<br/>Grand Prize winner shall be entitled to <b>select ONE (1) prize option</b> from the available Grand Prize options provided by the Organiser.</li> <li><b>Ten (10) Weekly Prizes:</b> POH KONG 999.9/24K Gold Bunga Raya Gold Bar (3G), with a purity of 999.9 fine gold and a weight of 3G worth RM2,175.00; <b>OR</b> Branded tablet worth RM2,348.00; <b>OR</b> Samsung Galaxy Tab S10 FE (10.9-inch display; 256 GB   12 GB storage; Wi-Fi only; No Samsung Care+) worth RM2,399.00. The value of the gold bar is subject to daily fluctuations and may vary based on international gold prices, supply and demand, currency exchange rates, and other market factors.</li> </ol> |

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|                                                                                  | <p>Weekly Prize winners shall be entitled to <b>select ONE (1) prize option</b> from the available Weekly Prize options provided by the Organiser.</p> <p>iii. <b>Six Hundred Fifty (650) Weekly Bonus Prizes:</b> Touch 'n Go eWallet Reload PIN worth RM50.00 each, with sixty-five (65) winners selected every week throughout the Promotion Period. Weekly Bonus Prizes that are not awarded in any given week will not be carried forward to subsequent weeks.</p> <p>c. For the purposes of Weekly Prize and Weekly Bonus Prize allocation, the Promotion Period shall be divided into the following qualifying weeks ("Weekly Periods"):</p> <ul style="list-style-type: none"> <li>i. Week 1: 14 September 2026, 00:00:00 - 20 September 2026, 23:59:59</li> <li>ii. Week 2: 21 September 2026, 00:00:00 - 27 September 2026, 23:59:59</li> <li>iii. Week 3: 28 September 2026, 00:00:00 - 4 October 2026, 23:59:59</li> <li>iv. Week 4: 5 October 2026, 00:00:00 - 11 October 2026, 23:59:59</li> <li>v. Week 5: 12 October 2026, 00:00:00 - 18 October 2026, 23:59:59</li> <li>vi. Week 6: 19 October 2026, 00:00:00 - 25 October 2026, 23:59:59</li> <li>vii. Week 7: 26 October 2026, 00:00:00 - 1 November 2026, 23:59:59</li> <li>viii. Week 8: 2 November 2026, 00:00:00 - 8 November 2026, 23:59:59</li> <li>ix. Week 9: 9 November 2026, 00:00:00 - 15 November 2026, 23:59:59</li> <li>x. Week 10: 16 November 2026, 00:00:00 - 22 November 2026, 23:59:59</li> </ul>                                                                                                                                                                                                                             |
| <p>9. <b><u>Judging Details – Weekly Prize &amp; Weekly Bonus Prize:</u></b></p> | <p>a. As part of the Weekly Prize and Weekly Bonus Prize Finalists' selection process, the Organiser will allocate serial numbers to the Qualified Entries in accordance with Clause 7, starting from serial number "1", based on the submission timestamp, from the earliest to the latest Entry.</p> <p>b. Each week, the serial numbers allocated to each Qualified Entry will be tabulated to derive the total number of Qualified Entries for that week ("Total Weekly Qualified Entries"). Finalists will be selected based on the sequence number, using a calculation method that divides the Total Weekly Qualified Entries by the number of Prizes allocated for that week. After each prize category selection, the selected finalists' Qualified Entries will be removed from the pool before proceeding to the next category's selection.</p> <p>c. In the event that a division results in a decimal, the number will be rounded down. For example, <math>1,500 \div 65 = 23.1</math> will be rounded down to 23.</p> <p>d. For example:</p> <ul style="list-style-type: none"> <li>i. <b>Selection of one (1) Weekly Prize Finalist:</b> Assuming that the Total Weekly Qualified Entries for the Week 1 is 2000, the Organiser will compute and select based on the following: <math>2000 \div 2 = 1000</math>. The winning serial number is 1000. Once selected, the respective Participant and all their other Qualified Entries will be removed from the entry pool before proceeding to the next category.</li> <li>ii. <b>Selection of sixty-five (65) Weekly Bonus Prize Finalists:</b> The remaining entry pool (after removing Weekly Prize finalist's entries) will be used for</li> </ul> |

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|                                                                           | <p>the next round of computation. If, for example, 1999 remaining entries: <math>1999 \div 65 = 30.7</math>, rounded down to 30. The winning serial numbers are 30, 60, 90, 120 and subsequent multiples of 30, until the 65th Finalist is selected. If the same Participant is shortlisted more than once, the next sequential serial number will be selected instead (for example, if the 60th and 90th entries belong to the same Participant, the 60th entry remains valid, and the next sequential number after 90 which is 91, will be selected).</p> <p>e. For each subsequent Weekly Period, the same sequence number distribution method shall be applied after excluding all previous Weekly Prize and Weekly Bonus Prize winners. Weekly Prize Finalists shall be shortlisted first, followed by the Weekly Bonus Prize Finalists.</p>                                                                                                                                                                                                                                                                                             |
| <p>10. <b><u>Judging Criteria:</u></b><br/><b><u>Grand Prize:</u></b></p> | <p>a. As part of the Grand Prizes Finalist's selection process, the Organiser will allocate serial numbers to the Qualified Entries in accordance with Clause 7, starting from serial number "1", based on the submission timestamp, from the earliest to the latest Entry.</p> <p>b. In the event that a division results in a decimal, the number will be rounded down. For example, <math>999 \div 2 = 499.5</math> will be rounded down to 499.</p> <p>c. 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 total Promotion Period.</p> <p>d. For example:</p> <ol style="list-style-type: none"> <li>Assuming that the Total Qualified Entries for the Promotion Period is 15000, the Organiser will compute and select based on the following: <math>15000 \div 2 = 7500</math>. The winning serial number is 7500.</li> </ol> |
| <p>11. <b><u>Additional Terms:</u></b></p>                                | <p>a. The Organiser will contact all Finalists via WhatsApp from +6011 3768 2116 (managed by the Organiser's service provider, MediaCliQ) to the mobile number submitted in the Qualified Entries. Each Finalist will be required to answer one (1) skill-based question. The Finalist must respond with the correct answer within forty-eight (48) hours from the timestamp of the message being sent. Failure to respond within the stipulated time and/or with the correct answer will result in prize forfeiture. The Organiser shall not be held liable in the event that the Finalist cannot be contacted via WhatsApp for any reason. The Organiser reserves the right to select another Finalist at the Organiser's discretion in the event that the initial selected Finalist cannot be contacted or failed to answer the question correctly within the time stated. The Finalist who answers the question correctly within the time stated will be considered a Winner.</p>                                                                                                                                                         |

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|  | <p>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.</p> <p>c. The Organiser reserves the right to request the Winner to send their full name as per NRIC and NRIC in text format for verification purposes to the designated WhatsApp number +6011 3768 2116. 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.</p> <p>d. All unclaimed prizes after the deadline set by the Organiser in the winner notification will be forfeited.</p> <p>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.</p> <p>f. Terms &amp; Conditions for Grand Prize and Weekly Prizes include, but are not limited to the following: -</p> <ul style="list-style-type: none"> <li>i. The default fulfilment method for the Grand Prize and Weekly Prizes shall be via a courier partner appointed and managed by the contest service provider, MediaCliQ.</li> <li>ii. The Organiser will contact Grand Prize Winner and Weekly Prize Winners via WhatsApp from +6011 3768 2116 to the mobile number submitted via the Promotion Website Contest Form to request the following details for delivery purposes: the Winner's full name as per National Registration Identity Card (NRIC), NRIC number (in text format), and residential address.</li> <li>iii. The Organiser will fulfil the Grand Prize and Weekly Prize within sixty (60) working days upon successful completion of the winner verification process and confirmation of the required fulfilment details, subject to delivery arrangements by the appointed courier service provider.</li> <li>iv. The Organiser reserves the right, at its sole discretion, to substitute the Grand Prize and Weekly Prize with another prize of similar value, which may not necessarily be from the same provider or collection as stated in these Terms &amp; Conditions.</li> </ul> <p>g. Terms &amp; Conditions for Weekly Bonus Prizes includes, but are not limited to the following: -</p> <ul style="list-style-type: none"> <li>i. The Organiser will not be held responsible if the Touch 'n Go eWallet Reload PIN cannot be delivered or deployed to the Participants due to any change, error and/or discrepancy in the mobile contact number submitted to the Organiser during the Promotion Entry submission</li> </ul> |
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|  | <p>and/or due to issues with the Participants' WhatsApp application or mobile device settings.</p> <ul style="list-style-type: none"> <li>ii. The Organiser will fulfil the Weekly Bonus Prizes within thirty (30) working days upon successful completion of the winner verification process and confirmation of the required fulfilment details.</li> <li>iii. The Organiser reserves the right, at its absolute discretion, to extend the timeline for the delivery of the Touch 'n Go eWallet Reload PIN as deemed necessary. The Organiser shall not be held liable for any non-receipt or delayed delivery of the Touch 'n Go eWallet Reload PIN to the Participant(s). All unclaimed Touch 'n Go eWallet Reload PIN(s) shall be forfeited upon expiry of the Reload PIN.</li> <li>iv. Usage of the Touch 'n Go e-Wallet Reload PIN is subject to the terms and conditions of Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd): <a href="https://www.touchngo.com.my/assets/pdf/user-tnc.pdf">https://www.touchngo.com.my/assets/pdf/user-tnc.pdf</a>.</li> <li>v. The Organiser reserves the right, at its absolute discretion, to substitute any Touch 'n Go eWallet Reload PIN(s) with another prize of similar value at any time without prior notice. All Touch 'n Go eWallet Reload PIN(s) are provided on an "as is" basis and are not exchangeable for cash, credit, other items, or vouchers, whether in part or in full.</li> </ul> <ul style="list-style-type: none"> <li>h. 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 Entry submission. The Organiser reserves the right to extend the prize fulfilment timeline as deemed necessary and shall not be held liable for any delays beyond its reasonable control.</li> <li>i. All Prizes are provided on an "as is" basis and are not exchangeable for cash, credit, other items, or vouchers, whether in part or in full.</li> <li>j. 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.</li> <li>k. The Organiser reserves the right to change the method of Prizes fulfilment stated under this clause at the discretion of the Organiser.</li> <li>l. The announcement of the Winners will be published on the Organiser's social media page at: <a href="https://www.facebook.com/nestlehomeofgood">https://www.facebook.com/nestlehomeofgood</a> and Organiser's website at: <a href="https://www.nestlehomeofgood.com.my/good-deals/peraduan-ganjaran-impian">https://www.nestlehomeofgood.com.my/good-deals/peraduan-ganjaran-impian</a> six (6) to eight (8) weeks from the closing date of the Promotion Period.</li> <li>m. 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,</li> </ul> |
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|  | <p>national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors.</p> <p>n. 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/good-deals/peraduan-ganjaran-impian>, collectively “Terms and Conditions” and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).*

## **B: Conditions of Entry**

### **1. Introduction**

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the “Terms and Conditions”. Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Promotion Period, make Prize substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

### **2. Promotion Entries**

- 2.1 By submitting an entry to the Promotion, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Promotion, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.

- 2.3 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

### **3. Eligibility**

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Promotion and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

### **4. Ineligibility**

The following groups of persons shall not be eligible to participate in the Promotion:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

### **5. Disqualification**

- 5.1 The following entries will be disqualified:
- (b) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
  - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the Organiser reserves the right to disqualify any Participant that:
- (a) undermines, has or attempted to undermine the operation of the Promotion by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

### **6. Prizes**

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor and/or third party providing the Prizes.

(a) **Tickets to an Event:**

The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.

(b) **Travel/Holiday Prizes:**

If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

- 6.5 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of eighteen (18) years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

## **7. Publicity**

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Promotion (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

## **8. Intellectual Property Rights**

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Promotion and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned

to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

## **9. Indemnity**

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Promotion, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions.

## **10. Limitation of Liability**

10.1 The Participant’s participation in the Promotion shall be at the Participant’s own risk.

10.2 The Organiser, Nestlé Malaysia Group, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Promotion, as well as the redemption and/or utilisation of any Prize won.

## **11. General**

11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Promotion and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Promotion, in particular that relates to the Prize, are the properties of their respective owners. This Promotion and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser’s group of companies.

11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.

11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Promotion.

11.5 Where the Terms and Conditions of the Promotion is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.

11.6 The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

- 12.1 By participating in the Promotion, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in [https://www.nestle.com.my/info/privacy\\_notice](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\\_notice/bm](https://www.nestle.com.my/info/privacy_notice/bm).