



Nestlé®

Good food, Good life

## TERMS AND CONDITIONS

### A. Schedule to Conditions of Entry

<b>1. <u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. (197901000966).
<b>2. <u>Promotion:</u></b>	Peraduan RESIPIKU DUNIAKU MAGGI SAH MALAYSIA.
<b>3. <u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 01/08/2022 and closes at 23:59:59 on 23/09/2022.
<b>4. <u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
<b>5. <u>Entry Method:</u></b>	<p>a. To submit their Entries, Participants are required to:</p> <p><b>Step 1:</b> Create your signature MI MAGGI recipe ["Recipe"] by using only MAGGI products where possible.</p> <p><b>Step 2:</b> Take a video of your Recipe. <b>The maximum duration of the video is 1 minute only.</b> You may edit the video to include the preparation, cooking and serving process. Your video <b>MUST</b> include the Recipe either narrated or listed. Videos that feature the Participant and clear pack shot of MAGGI products will be given extra points ["Video"].</p> <p><b>Step 3:</b> Upload the Video on your FEED in your personal Instagram or Facebook account.</p> <p><b>Step 4:</b> Include the hashtag <b>#RESIPIKUDUNIAKU</b> and <b>#MAGGISAHMALAYSIA</b>.</p> <p><b>Step 5:</b> Ensure to tag <b>@maggi.malaysia</b> on Instagram or <b>@MaggiMalaysia</b> on Facebook.</p> <p><b>Step 6:</b> Set your Instagram or Facebook account to 'PUBLIC' mode from the time the video is uploaded / posted up till after the Winners of the Promotion have been announced.</p> <p><b>Step 7:</b> Visit the MAGGI SAH MALAYSIA Webpage: <a href="https://www.maggi.my/ms/aktiviti-maggi/maggi-sah-malaysia/">https://www.maggi.my/ms/aktiviti-maggi/maggi-sah-malaysia/</a> and complete all the required personal details ["Personal Details"] and provide the 'url' link of the Video uploaded on Instagram or Facebook for Peraduan RESIPIKU DUNIAKU MAGGI SAH MALAYSIA on the Web Form provided on the Webpage and submit ["Entry"].</p>

	<p>b. The Organiser WILL reply with an auto-reply acknowledgment message for each Entry received on the MAGGI SAH MALAYSIA Webpage.</p> <p>c. Participants may submit more than one [1] Entry throughout the Promotion Period.</p> <p>d. The Organiser shall have the right to automatically disqualify Entries that do <u>not</u> comply with any of the conditions set out in the Terms &amp; Conditions.</p> <p>e. The Organiser shall have the absolute discretion to remove, delete and disqualify any Entries that are improper/inappropriate which may include but not limited to submissions that contain any form of profanity or contents that invoke sensitivity, or contain products not manufactured or distributed by the Organiser.</p> <p>f. The organiser shall have the exclusive right to use and publish the contents submitted by the Participants for publication purposes, without any further notice to the Participants.</p>
<b>6. <u>Entry Deadline:</u></b>	<p>a. All Entries must be submitted on or before 23:59:59, 23/09/2022.</p> <p>b. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<b>7. <u>Weekly Prizes</u></b>	<p>a. There are eighteen [18] Weekly Prizes to be won each week for eight [8] consecutive weeks. In total, there are one hundred and forty four [144] Weekly Prizes to be won throughout the Promotion Period.</p> <p>b. The Weekly Prizes are as per below:</p> <ol style="list-style-type: none"> <li>i. Three [3] 1<sup>st</sup> Prize of a Delighto Casserole Set [6l, 3.5l &amp; 2l] each.</li> <li>ii. Five [5] 2<sup>nd</sup> Prize of a Delighto Casserole [2l] each.</li> <li>iii. Ten [10] Consolation Prizes of RM100 LOTUS'S e-Voucher each.</li> </ol> <p>c. The eight [8] weekly periods are as per below:</p> <p>Week 1: 01/08/2022 – 07/08/2022  Week 2: 08/08/2022 – 14/08/2022  Week 3: 15/08/2022 – 21/08/2022  Week 4: 22/08/2022 – 28/08/2022  Week 5: 29/08/2022 – 04/09/2022  Week 6: 05/09/2022 – 11/09/2022  Week 7: 12/09/2022 – 18/09/2022  Week 8: 19/09/2022 – 23/09/2022</p>
<b>8. <u>Judging Criteria and Shortlisting Selection:</u></b>	<p>a. The Organiser will judge all the Entries received throughout each week during the Promotion Period based on the following criteria:</p> <p><b>Criteria 1 [15%]:</b> The Recipe and Dish must be prepared using at least three [3] MAGGI products including one [1] MAGGI 2 Minute Noodles.</p>

	<p>The Recipe must also be included [either narrated or listed] and the Video duration must not exceed 1 minute.</p> <p>i. Comply [15%].</p> <p><b>Criteria 2 [15%]:</b> Number of tips and/or tricks on preparation of the Dish. <u>For example:</u></p> <ul style="list-style-type: none"> <li>• Tips on the best time to add vegetables during the cooking process. As an example: add vegetables as your last step in your cooking process to maintain the nutrients.</li> <li>• Tips to make a balanced breakfast by adding protein. As an example: add egg or chicken as a source of protein and vegetables for a more balanced dish.</li> <li>• Tips on cooking a perfect “telur goyang”.</li> <li>• Tips to make the soup extra “kaw”.</li> </ul> <p>Each tip/trick = 5%, up to a maximum of six [6] tips/tricks:</p> <p>i. 1 tip/trick [5%]. ii. 2 tips/tricks [10%]. iii. 6 tips/tricks [15%].</p> <p><b>Criteria 3 [20%]:</b> Method of cooking the Dish. Healthier cooking method and nutritious selection of ingredients [i.e.: “suku, suku, separuh” which is a quarter serving of MAGGI NOODLES, a quarter serving of protein and a half serving of vegetables]:</p> <p>i. Good [20%]. ii. Moderate [10%]. iii. Low [5%].</p> <p><b>Criteria 4 [30%]:</b> Creative Presentation of Dish</p> <p>i. Good [30%]. ii. Moderate [20%]. iii. Low [15%].</p> <p><b>Criteria 5 [10%]</b> Brand Appearance in the video:</p> <p>i. Featuring MAGGI Products [10%]. ii. Without featuring MAGGI Products [0%].</p> <p><b>Criteria 6 [10%]:</b> Originality:</p> <p>i. Participant featured in the video [10%]. ii. Participant not featured in the video [0%].</p> <p>b. The Organiser will judge and select the top eighteen [18] unique Participants with the highest score to win the Weekly Prizes for each week [“Winners”]. Each Participant may only win one [1] Weekly Prize throughout the Promotion Period.</p>
<p><b>9. <u>MAGGI</u> <u>Grand Finale</u> <u>Cook-Off</u> <u>Challenge</u></b></p>	<p>a. A MAGGI Grand Finale Cook-Off Challenge [“Grand Finale”] will be held in the Klang Valley at the end of the Promotion Period. There are twelve [12] Prizes to be won during the Grand Finale.</p> <p>b. The Grand Finale Prizes are as per below:</p>

	<ul style="list-style-type: none"> <li>i. Three [3] Grand Prizes of RM5,000 cash and stand a chance to shine on national TV and share their special MAGGI recipe with all Malaysians.</li> <li>ii. Nine [9] Consolation Prizes of RM500 cash each.</li> </ul> <p>c. The Organiser will judge and select the top twelve [12] Participants with the highest score throughout the Promotion Period as the finalists to participate and cook the Recipe submitted in their Entries in the Grand Finale [“Finalists”]. A set of judges which consists of Mamak &amp; MAGGI Warung owners/operators and MAGGI representatives will be judging the Cook-Off to determine the Prizes which will be won by each Finalist.</p> <p>d. The Organiser will notify the Finalists of the venue, date and time of the Grand Finale. Participation by the Finalists in the Grand Finale will further be subjected to a set of terms and conditions [“Ground Rules”] that will be communicated and announced by the Organiser on the day of the Grand Finale to the Finalists.</p> <p>e. Subject to the Finalists’ strict adherence to the Ground Rules set by the Organiser during the Grand Finale, each Finalists must participate in the Cook-Off set by the Organisers to determine the Prizes winners.</p> <p>f. Finalists who failed and/or refused to take part in the Grand Finale for whatever reason shall automatically be disqualified by the Organiser and prizes that have been allocated for the relevant Finalists shall be forfeited by the Organiser. The Finalist’s right to participant in the Grand Finale is strictly non-transferable.</p> <p>g. At the end of the Grand Finale the judging scores for all Finalists will be tabulated and ranked as per below: <ul style="list-style-type: none"> <li>i. The top three [3] Finalist will win the Grand Prize; and</li> <li>ii. The following nine [9] Finalists will win the Consolation Prizes.</li> </ul> </p> <p>h. Each Participant may only win one [1] Grand Finale Prize throughout the Promotion Period.</p>
<p><b>10. <u>Additional Terms:</u></b></p>	<p>a. The Organiser will contact all Weekly Prize Winners and Grand Finale Finalists <b>via WhatsApp from 6018 228 3090</b> to the mobile number from which the Organiser received in the Web Form for Prizes fulfilment. Failure to response/reply the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event the Winners/Finalists cannot be contacted for whatever reasons.</p> <p>b. All Weekly Prizes will be delivered to the Winners within 6 – 8 weeks from 23/09/2022. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the prizes.</p>

	<p>c. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.</p> <p>d. 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.</p> <p>e. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modifications to the Promotion or prizes or due to any other unforeseen circumstances beyond the Organiser’s control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors.</p> <p>f. 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 available at: <https://www.maggi.my/ms/aktiviti-maggi/maggi-sah-malaysia/> collectively “Terms and Conditions”, and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

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**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 these 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:

- (a) 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 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 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 [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).