



## TERMS AND CONDITIONS

### A: Schedule to Conditions of Entry

<b>Organizer</b>	Nestlé Products Sdn. Bhd. (197901000966)
<b>Contest</b>	<b>GIFT OF HEALTH AND WEALTH Contest</b>
<b>Contest Period</b>	The Contest starts at 00:00:00 on 1 <sup>st</sup> December 2022 and closes at 23:59:59 on 31 <sup>st</sup> January 2023.
<b>Eligibility</b>	The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period, and with a valid identification document and residential address in Malaysia.
<b>Entry Method</b>	<p><b>Online form Submission</b></p> <p>To participate in the Contest, purchase participating <b>NESTLÉ OMEGA PLUS or NESTUM</b> products as listed in paragraph 5 below (“<b>Products</b>”) worth a minimum of Ringgit Malaysia Twenty (RM20.00) (“<b>Minimum Value</b>”) in a single receipt at any outlet (“<b>Proof of Purchase</b>”) issued within the Contest Period, (in-store or online).</p> <ol style="list-style-type: none"> <li>1. Take a clear photo of the Proof of Purchase, fill up all the data fields in the contest entries form at (<a href="https://www.registration.nestle.com.my/omega-plus-nestum-cny-contest-2023">https://www.registration.nestle.com.my/omega-plus-nestum-cny-contest-2023</a>) and upload the picture of Proof of Purchase and submit.</li> <li>2. For a Minimum Value of Ringgit Malaysia Twenty (RM20.00) in a single Proof of Purchase shall constitute as (1) one Entry; which one (1) serial number will be given automatically but limited to maximum five (5) serial numbers per one (1) Proof of Purchase. Any excess amount will be forfeited.</li> <li>3. :             <ol style="list-style-type: none"> <li>a) For Proof of Purchase with RM40.00 of participating <b>NESTLÉ OMEGA PLUS or NESTUM</b> products, two (2) serial numbers will be given.</li> <li>b) For Proof of Purchase with RM80.00 of participating <b>NESTLÉ OMEGA PLUS or NESTUM</b>, four (4) serial numbers will be given.</li> <li>c) For Proof of Purchase with RM100.00 of participating <b>NESTLÉ OMEGA PLUS or NESTUM</b>, five (5) serial numbers will be given.</li> <li>d) For Proof of Purchase with RM280.00 of participating <b>NESTLÉ OMEGA PLUS or NESTUM</b>, five (5) serial numbers will be given.</li> </ol> </li> <li>4. The list of participating Products is:             <p><b>NESTUM:</b></p> <ul style="list-style-type: none"> <li>• NESTUM 3in1 Oat (8 packets, 15 packets, 17 packets)</li> <li>• NESTUM 3in1 Honey (15 packets, 17 packets)</li> <li>• NESTUM 3in1 Chocolate (15 packets, 17 packets)</li> <li>• NESTUM 3in1 Original (8 packets, 15 packets, 17 packets)</li> <li>• NESTUM 3in1 Kurma &amp; Prun 10 packets</li> <li>• NESTUM 3in1 Brown Rice 10 packets</li> <li>• NESTUM 3in1 Purple Sweet Potato &amp; Taro 10 packets</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>• NESTUM All Family Cereal Original (250g, 450g, 500g, 550g)</li> <li>• NESTUM All Family Cereal Honey 500g</li> </ul> <p><b>NESTLÉ OMEGA PLUS:</b></p> <ul style="list-style-type: none"> <li>• NESTLÉ OMEGA PLUS (150g, 600g, 660g, 1kg, 1.1kg)</li> <li>• NESTLÉ OMEGA PLUS Dark Choc (550g, 900g)</li> <li>• NESTLÉ OMEGA PLUS with Oats (10 packets)</li> <li>• NESTLÉ OMEGA PLUS UHT 200ml</li> <li>• NESTLÉ OMEGA PLUS DARK CHOCOLATE UHT 200ml</li> </ul> <p>5. Multiple entry(ies) by the same participant with different Proof of Purchase during the Contest Period is allowed in accordance with this terms and conditions.</p> <p>6. For online Purchase, only tax invoice receipt clearly indicating the order Number, invoice number, purchased Goods and amount paid are accepted.</p> <p>7. The Organizer does not accept any alteration of Proof of Purchase in any form. Official receipt from in-store or online store will be accepted as Proof of Purchase. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.</p> <p>8. Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners the Organizer shall reserve the right to request for further evidence in the processing of the Entry including the original Proof of Purchase (hardcopy) and the identification documents for verification prior to the delivery of the Prizes. Failure to produce any of the foregoing documents within the stipulated time frame will result in disqualification and forfeiture of the Prizes.</p>								
<p><b>Entry Deadline</b></p>	<p>All Entry(ies) must be received by the Organizer on or before 23:59:59 on 31<sup>st</sup> January 2023. Any Entry received outside the Contest Period shall be automatically disqualified.</p> <p>For the weekly submission, the Organizer shall receive the submission of Entries on or before 23:59:59 of the last date of each Contest week as tabulated below:</p> <table border="1" data-bbox="459 1352 1082 1684"> <tr><td>Week 1: 01/Dec/2022 - 10/Dec/2022</td></tr> <tr><td>Week 2: 11/Dec/2022 - 17/Dec/2022</td></tr> <tr><td>Week 3: 18/Dec/2022 - 24/Dec/2022</td></tr> <tr><td>Week 4: 25/Dec/2022 - 31/Dec/2022</td></tr> <tr><td>Week 5: 01/Jan/2023 - 07/Jan/2023</td></tr> <tr><td>Week 6: 08/Jan/2023 - 14/Jan/2023</td></tr> <tr><td>Week 7: 15/Jan/2023 - 21/Jan/2023</td></tr> <tr><td>Week 8: 22/Jan/2023 - 31/Jan/2023</td></tr> </table>	Week 1: 01/Dec/2022 - 10/Dec/2022	Week 2: 11/Dec/2022 - 17/Dec/2022	Week 3: 18/Dec/2022 - 24/Dec/2022	Week 4: 25/Dec/2022 - 31/Dec/2022	Week 5: 01/Jan/2023 - 07/Jan/2023	Week 6: 08/Jan/2023 - 14/Jan/2023	Week 7: 15/Jan/2023 - 21/Jan/2023	Week 8: 22/Jan/2023 - 31/Jan/2023
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<p><b>Prizes and Winner Selection</b></p>	<p><b>Prizes</b></p> <p><b>1) Weekly Grand Prizes:</b> 1 x Cash prize worth RM 8,888.00 ( x 8 Weeks) (A total of 8 Cash prize worth RM 8,888.00)</p> <p><b>2) Weekly Consolation Prize:</b> 28 x Touch n Go eWallet Reload Pin Worth RM 88 (x 8 Weeks) (A total of 224 Touch n Go eWallet Reload Pin Worth RM 88)</p> <p><b>3) LOTUSS CUSTOMIZED PRIZE:</b></p>								

All purchases made at LOTUSS offline, or Online stores will have a chance to win LOTUSS customized Prize regardless of Participant's resident address or delivery address.

LOTUSS Customized weekly Prize - Selection will be made on weekly basis  
18 x Touch'Ngo e-Wallet reload Pin worth RM 88 (x 8 Weeks)  
( A total of 144 Touch n Go eWallet Reload Pin Worth RM 88)

**4) AEON CUSTOMIZED PRIZE:**

All purchases made at AEON offline stores will have a chance to win AEON customized Prize regardless of Participant's resident address or delivery address.

AEON customized Prize - Selection will be made at **the end of the contest**  
88 x Touch'Ngo e-Wallet reload Pin worth RM 10  
( A total of 88 Touch n Go eWallet Reload Pin Worth RM 10)

**5) AEON BIG CUSTOMIZED PRIZE:**

All purchases made at AEON BIG offline or online stores will have a chance to win AEON BIG customized Prize regardless of Participant's resident address or delivery address.

Aeon BIG Customized Prize - Selection will be made at the **end of the contest**  
88 x Touch'Ngo e-Wallet reload Pin worth RM 10  
( A total of 88 Touch n Go eWallet Reload Pin Worth RM 10)

**6) TF VALUE MART CUSTOMIZED PRIZE**

All purchases made at TF VALUE MART offline or online stores will have a chance to win TF VALUE MART customized Prize regardless of Participant's resident address or delivery address.

TF VALUE MART Customized Prize - Selection will be made at the **weekly basis**  
8 x TF VALUE MART VOUCHER worth RM 80 (x 8 Weeks)  
( A total of 64 TF VALUE MART VOUCHER worth RM 80)

The list of winners will be announced on the Organizer's website:

<http://www.dearnestle.com.my/omega-plus-nestum-cny-contest-2023>)

Winner for Nationwide weekly prize, LOTUSS Customized weekly Prize, TF VALUE MART Customize Prized will be selected on weekly basis and the announcement of winners will be as per below schedule:

Week 1 Weekly Winners: 23 /Dec / 2022
Week 2 Weekly Winners: 30 /Dec / 2022
Week 3 Weekly Winners: 06 /Jan / 2023
Week 4 Weekly Winners: 13 /Jan / 2023
Week 5 Weekly Winners: 20 /Jan / 2023
Week 6 Weekly Winners: 27 /Jan / 2023
Week 7 Weekly Winners: 03 /Feb / 2023
Week 8 Weekly Winners: 14 /Feb / 2023

	<p>Each participant is eligible to win a maximum of <b>Five (5)</b> Prizes only throughout the Contest Period:</p> <ul style="list-style-type: none"> <li>• 1 x Weekly Consolation Prize and 1 x <b>LOTUSS CUSTOMIZED PRIZE</b>, 1 x <b>AEON CUSTOMIZED PRIZE</b>, 1 x <b>AEON BIG CUSTOMIZED PRIZE</b> and 1 x <b>TF VALUE MART CUSTOMIZED PRIZE</b> ; or</li> <li>• 1 x Weekly Grand Prize and 1 x <b>LOTUSS CUSTOMIZED PRIZE</b>, 1 x <b>AEON CUSTOMIZED PRIZE</b>, 1 x <b>AEON BIG CUSTOMIZED PRIZE</b> and 1 x <b>TF VALUE MART CUSTOMIZED PRIZE</b>.</li> </ul>
<p><b>Judging Details</b></p>	<p><b><u>Verification of the Entry</u></b></p> <ol style="list-style-type: none"> <li>1. Clear snapshot of the Proof of Purchase indicating the Products, receipt number, date, purchase value, outlet name and location.</li> <li>2. Validity of the purchase date.</li> <li>3. No alteration of receipt in any form; Store name and location, Item purchased, Prices and Transaction date.</li> <li>4. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.</li> </ol> <p><b><u>Shortlisted Entries</u></b></p> <ol style="list-style-type: none"> <li>5. Once an Entry is verified, shortlisted Entries selected based on the serial number selection method will be informed or contacted via WhatsApp from the contest number <b>017-6922217</b> to answer a simple Contest Question.</li> <li>6. Shortlisted Entries must reply and provide the correct answer within the stipulated time frame to be eligible to win the Prize. Failing which will result in forfeiture of the Prize and the next shortlisted Entry shall be selected as replacement. The Organizer will not be held liable in the event the shortlisted entries cannot be contacted for whatever reasons.</li> <li>7. Upon receipt of the correct answer from the shortlisted Entries, Qualified winners will be contacted via WhatsApp from the contest number <b>017-6922217</b> to notify them of their correct answer. The Organizer will not be held liable in the event the Qualified winners cannot be contacted for whatever reasons.</li> </ol> <p><b><u>WINNER SELECTION AND SHORTLISTING METHOD:</u></b></p> <p><b>1) <u>Weekly Grand Prize: 1 x Cash prize worth RM 8,888.00 ( x 8 Weeks)</u></b></p> <p>There are one [1] x <b>Cash prize worth RM 8,888.00</b> to be won each week for Eight [8] consecutive weeks. In total, there are two hundred twenty-four [224] Weekly Prizes to be won throughout the Contest Period.</p> <p>As part of the Weekly Grand Prize shortlisting winners' selection process, the Organizer will allocate serial numbers for each Entry received and approved by the</p>

Organizer throughout the Contest Week Period [each a “Qualified Weekly Entry” and collectively the “Qualified Weekly Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.

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 the Total Qualified Entries received throughout the Contest Period is **1547**, the Organiser will compute and select the shortlisted winners based on the following example:

$$1547 \div 2 = 773.5^*$$

In the event the computed number derived is with decimal value, the number will be rounded down.

E.g. if the computed number is 773.5, the number will be rounded down to 773. The shortlisted winner for Weekly Grand Prize is the **773** serial number entry.

Total of **1 winner** will be selected throughout the **Contest Week Period**.

**2) Weekly Consolation Prize: 28 x Touch n Go eWallet Reload Pin Worth RM 88 (x 8 weeks)**

There are twenty-eight [28] x **Touch n Go eWallet Reload Pin Worth RM 88** to be won each week for Eight [8] consecutive weeks. In total, there are two hundred twenty-four [224] Weekly Prizes to be won throughout the Contest Period.

As part of the Weekly Prize shortlisting entries’ selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout each Contest Week Period [each a “Qualified Weekly Entry” and collectively the “Qualified Weekly Entries”]. A set of serial numbers will be allocated for the Qualified Weekly Entries starting from serial number “1”.

Each week the serial numbers allocated to each Qualified Weekly Entry will be tabulated and added up to derive the total number of Qualified Weekly Entries [“Total Qualified Weekly Entries”]. Assuming the Total Qualified Entries received throughout the Contest Period is **1547** and Weekly Grand Prize winners’ winning entries is **10**, the Organizer will compute and select the shortlisted winners based on the following example :

$$(1547-10) \div 28 = 54.89^*$$

In the event the computed number derived is with decimal value, the number will be rounded down.

E.g. if the computed number is 54.89, the number will be rounded down to 54. The shortlisted winner for First Prize is the **54\*** serial number entry and subsequent serial numbers with the multiplication of **54**. Example of the shortlisted winning serial numbers **54\***, **108\***, **162\***, **216\***, **270\***, **324\***, **378\***, **432\***, **486\*** and so forth (up to 28 serial number).

Total of **28 winners** will be selected throughout the **Contest week Period**.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

**3) Weekly LOTUSS CUSTOMIZED PRIZE: 18 x Touch n Go eWallet Reload Pin Worth RM 88 (x 8 weeks)**

There are eighteen [18] x **Touch n Go eWallet Reload Pin Worth RM 88** to be won each week for Eight [8] consecutive weeks. In total, there are one hundred forty-four [144] Weekly Prizes to be won throughout the Contest Period.

As part of the **Weekly LOTUSS CUSTOMIZED PRIZE** shortlisting entries' selection process, the Organiser will allocate serial numbers for each Entry received from **Lotuss** and approved by the Organiser throughout each Contest Week Period [each a "Qualified Weekly Entry" and collectively the "Qualified Weekly Entries"]. A set of serial numbers will be allocated for the Qualified Weekly Entries starting from serial number "1".

The winners will be selected; the total serialized numbers allocated based on the qualified entries received from LOTUSS during the Contest week Period (e.g.; 500 serial numbers thus dividing with eighteen (18), for example;

$$500 \div 18 = 27.77$$

**(Multiplication for this case is 27)**

The **LOTUSS CUSTOMIZED PRIZE** winner is the 27<sup>th</sup> serial number entry and subsequent serial numbers with the multiplication of 27.

Total of **18 winners** will be selected throughout the **Contest Week Period**.

**4) AEON CUSTOMIZED PRIZE: 88 x Touch n Go eWallet Reload Pin Worth RM 18**

There are eighty-eight [88] x **Touch n Go eWallet Reload Pin Worth RM 18** to be won throughout the Contest Period.

As part of the **AEON CUSTOMIZED PRIZE** shortlisting entries' selection process, the Organiser will allocate serial numbers for each Entry received from **AEON** and approved by the Organiser throughout the Contest Period [each a "Qualified Entry" and collectively the "Qualified Entries"]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".

The winners will be selected; the total serialized numbers allocated based on the qualified entries received from **AEON CUSTOMIZED PRIZE** during the Contest Period (e.g.; 1400 serial numbers thus dividing with eighty-eight [88], for example;

$$1400 \div 88 = 15.90$$

**(Multiplication for this case is 15)**

The **AEON CUSTOMIZED PRIZE** winner is the 15<sup>th</sup> serial number entry and subsequent serial numbers with the multiplication of 15.

Total of **88 winners** will be selected throughout the **Contest Period**.

**5) AEON BIG CUSTOMIZE PRIZE: 88 x Touch n Go eWallet Reload Pin Worth RM 18**

There are eighty-eight [88] x **Touch n Go eWallet Reload Pin Worth RM 18** to be won throughout the Contest Period.

As part of the **AEON BIG CUSTOMIZED PRIZE** shortlisting entries' selection process, the Organiser will allocate serial numbers for each Entry received from **AEON BIG** and approved by the Organiser throughout the Contest Period [each a "Qualified Entry" and collectively the "Qualified Entries"]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".

The winners will be selected; the total serialized numbers allocated based on the qualified entries received from **AEON BIG CUSTOMIZED PRIZE** during the Contest Period (e.g.; 1400 serial numbers thus dividing with eighty-eight [88], for example;

$$1400 \div 88 = 15.90$$

**(Multiplication for this case is 15)**

The **AEON BIG CUSTOMIZE PRIZE** winner is the 15<sup>th</sup> serial number entry and subsequent serial numbers with the multiplication of 15.

Total of **88 winners** will be selected throughout the **Contest Period**.

**6) Weekly TF VALUE MART CUSTOMIZED PRIZE: 18 x Touch n Go eWallet Reload Pin Worth RM 88 (x 8 weeks)**

There are eight [8] x TF VALUE MART VOUCHER worth RM 80 to be won each week for Eight [8] consecutive weeks. In total, there are sixty-four [64] Weekly Prizes to be won throughout the Contest Period.

As part of the **Weekly TF VALUE MART CUSTOMIZED PRIZE** shortlisting entries' selection process, the Organiser will allocate serial numbers for each Entry received from **TF VALUE MART** and approved by the Organiser throughout each Contest Week Period [each a "Qualified Weekly Entry" and collectively the "Qualified Weekly Entries"]. A set of serial numbers will be allocated for the Qualified Weekly Entries starting from serial number "1".

The winners will be selected; the total serialized numbers allocated based on the qualified entries received from TF VALUE MART during the Contest week Period (e.g.; 500 serial numbers thus dividing with eight (8), for example;

$$500 \div 8 = 62.5$$

**(Multiplication for this case is 62)**

The **TF VALUE MART CUSTOMIZE PRIZE** winner is the 62<sup>nd</sup> serial number entry and subsequent serial numbers with the multiplication of 62.

Total of **8 winners** will be selected throughout the **Contest Week Period**.

**Prize Claim/Delivery Date**

1. All Prizes will be processed for fulfilment to the winners within six (6) to eight (8) weeks from the Contest Period end date: 31 January 2023. The Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer.
2. The Prizes must be claimed within three (3) months from the date of the announcement or notice of the claim of the Prize whichever is earlier failing which will result in disqualification and forfeiture of the Prizes. The Organizer reserves the rights

	<p>to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer.</p> <p>3. Touch'n Go e-Wallet Reload pin will be sent to the winners' WhatsApp number submitted by the winners to the Organizer during Contest entry submission. The use of Touch'n Go e-Wallet reload pin is subject to Touch'n Go Malaysia Terms &amp; Conditions at <a href="https://cdn.tngdigital.com.my/s/tc_pages/tngd_tc.html">https://cdn.tngdigital.com.my/s/tc_pages/tngd_tc.html</a></p> <p>4. The Organizer will inform the winner on the details and documents which must be provided for payment of all the Prizes, which includes:</p> <p style="padding-left: 40px;">a) a Malaysian bank account in the winner's name to remit the payments; and b) any documents to be completed, with the necessary supporting documents.</p> <p>5. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes due to any other unforeseen circumstances beyond the Organizer'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>6. The Organizer 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.dearnestle.com.my/> 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 Contest (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.
- 1.2 The Organizer 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 Contest Period, make Prize substitutions, cancel, terminate, or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organizer's decision on all matters relating to the Contest including judging and selection of winners will be final, binding, and conclusive on all Participants, and no correspondence or appeals will be entertained.



## **2. Contest Entries**

- 2.1 By submitting an entry to the Contest, 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 Contest, 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 Contest shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organizer shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organizer 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 Organizer), from their parents/legal guardians before participating in the Contest and submitting any personal information.
- 3.2 The Organizer may require a Participant to provide proof of eligibility to participate in the Contest 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 Contest:

- (a) Employees of the Organizer and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organizer's agencies associated with the Contest 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 Organizer reserves the right to disqualify any Participant that:
- (a) undermines, has, or attempted to undermine the operation of the Contest by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organizer when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organizer 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 Organizer, 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 Organizer 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 Organizer.
- 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 Participant.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organizer, its agent sponsor or third party providing the Prizes.
- 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 Organizer 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 Organizer 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 Organizer may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Contest (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Contest of any goods or services of the Organizer, 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 Organizer.

## **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 Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to, and owned by the Organizer. The Organizer 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 Organizer, 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 Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

## **10. Limitation of Liability**

- 10.1 The Participant’s participation in the Contest shall be at the Participant’s own risk.
- 10.2 The Organizer, 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 Contest, as well as the redemption and/or utilization of any Prize won.

## 11. General

- 11.1 The Organizer, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Contest and the Terms and Conditions where they are unable to do so because 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 Contextual materials) in connection with this Contest, that relates to the Prize, are the properties of their respective owners. This Contest and the Organizer are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organizer'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 Organizer 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 Organizer.
- 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 Contest.
- 11.5 Where the Terms and Conditions of the Contest 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 Contest shall be construed, governed, and interpreted in accordance the laws of Malaysia.

## 12. Privacy Notice

- 12.1 By participating in the "**GIFT OF HEALTH AND WEALTH Contest**" contest, 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 **Peraduan ANUGERAH KESIHATAN DAN KESEJAHTERAAN**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [https://www.nestle.com.my/info/privacy\\_notice](https://www.nestle.com.my/info/privacy_notice)