



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966].
2. <u>Contest:</u>	PERADUAN DEAR NESTLÉ REFER MACAM PRO.
3. <u>Contest Period:</u>	The Contest starts at 00:00:00 on 16/11/2022 and closes at 23:59:59 on 07/03/2023.
4. <u>Eligibility & Mechanics:</u>	<p>a. The Contest is <u>open to Dear Nestlé members</u> who are Malaysian citizens with a valid identification document (NRIC), aged 18 years and above as at the start of the Contest Period. The Organiser shall reserve the right to request for evidence of identification documents.</p> <p>b. The Contest is a <u>Referral Program</u> where existing Dear Nestlé members [the “Referrer”] introduce Dear Nestlé to their family members and friends [the “Referral Recipients”] and invite them to register as a New Dear Nestlé member via a “unique” URL link provided by the Organiser on the email sent to Dear Nestlé members.</p> <p>c. The Referral Recipient must submit their complete registration details on the online registration form [“Online Registration Form”] of the Referral Program via the unique URL link from their Referrer, provided by the Organiser to qualify.</p>
5. <u>Entry Method:</u>	<p>a. <u>NO PURCHASE</u> is required to participate in the Contest.</p> <p>b. To participate in the Contest and stand a chance to win the prizes, the Referrer needs to invite family member(s) and friend(s) to register as a NEW Dear Nestlé Member via a unique URL link which leads them to the Online Registration Form. The Referrer is to copy the unique URL link in the email invite sent by the Organiser and share it with as many Referral Recipients via any messaging or social media channel, e.g., SMS, WhatsApp, Facebook Messenger, Twitter, Instagram etc. for the Referral Recipient to register as New Dear Nestlé Members.</p> <p>c. Each Referral Recipient may only register as a Dear Nestlé Member once via the Online Registration Form. The Organiser shall reserve the right to disqualify any duplicated registration received.</p>

	<p>d. For each New Dear Nestlé Member who completes the registration via the Referral's unique URL link, the Referral is eligible to one [1] Contest entry submission ["Entry"].</p> <p>e. The Organiser will extract all qualified Entries received for further processing. Incomplete, invalid, fake and/or duplicated Referral Recipient's personal details will be disqualified.</p>
<p>6. <u>Entry Deadline:</u></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 07/03/2023, i.e. Referral Recipients must complete registration on or before 23:59:59 on 07/03/2023. All Entries received outside the Contest Period will be automatically disqualified.</p>
<p>7. <u>Bi-Weekly Prizes:</u></p>	<p>a. There are twenty [20] Bi-Weekly Prizes to be won every two [2] weeks for eight [8] consecutive fortnights. In total, there are one hundred sixty [160] Bi-Weekly Prizes to be won throughout the 16-week Contest Period.</p> <p>b. Winners may choose their Prize as per below, either:</p> <ol style="list-style-type: none"> i. One [1] RM50 Touch 'n Go eWallet Reload PIN or, ii. One [1] RM50 Boost Credit Redemption Code or, iii. One [1] RM50 SPayGlobal e-Credit. <p>c. The eight [8] two-week periods are as per below: Fortnight 1: 16/11/2022 – 29/11/2022 Fortnight 2: 30/11/2022 – 13/12/2022 Fortnight 3: 14/12/2022 – 27/12/2022 Fortnight 4: 28/12/2022 – 10/01/2023 Fortnight 5: 11/01/2023 – 24/01/2023 Fortnight 6: 25/01/2023 – 07/02/2023 Fortnight 7: 08/02/2023 – 21/02/2023 Fortnight 8: 22/02/2023 – 07/03/2023</p>
<p>8. <u>Judging Details – Bi-Weekly Prizes:</u></p>	<p>a. As part of the Bi-Weekly Prize Finalists' selection process, the Organiser will allocate serial numbers for each Entry according to date and time received and approved by the Organiser to be a successful Entry each fortnight, 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".</p> <p>b. Each fortnight, 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 per Fortnight"]. For example, assuming that the Total Qualified Entries for the Fortnight is 210, the Organiser will compute and select based on the following example:</p> <ol style="list-style-type: none"> i. Selection of twenty [20] Bi-Weekly Prize Finalists: $210 \div 20 = 10.5$

	<p>The Bi-Weekly Prize shortlisted winner is the 10th* serial number entry and subsequent serial numbers with the multiplication of 10. Example of the shortlisted winning serial numbers; 10*, 20*, 30*, 40, 50, 60, 70 and so forth [*computation example: <u>10</u>, 10+10=<u>20</u>, 20+10=<u>30</u>].</p> <p>Total of <u>20 winners</u> will be selected for EACH Contest Fortnight.</p> <p>The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.</p>
<p>9. <u>Prizes Claim</u></p>	<p>a. The Organiser’s service provider will contact all selected Finalists via the Contest Official WhatsApp Number at +6018 388 2921 to the same mobile number that the Organiser receives during the registration on the Online Registration Form. Each selected Finalist is required to answer one [1] Contest question correctly within two [2] days upon receiving the Contest Question via WhatsApp.</p> <p>b. The selected Finalists must answer the Contest question from the Organiser correctly within the time stated to be eligible to win the Prize. Failure to answer correctly or failure to answer the Contest question from the Organiser within the time stated will result in the disqualification of Entry and Prize being forfeited. The Organiser will not be held liable in the event that the selected Finalists cannot be contacted via WhatsApp for whatever reasons and no further reference will be made to the shortlisted winners.</p> <p>c. Each participant (the Referrer) may win:</p> <ol style="list-style-type: none"> i. one [1] Prize only every fortnightly period, and ii. a maximum of two [2] Prizes only throughout the Contest Period. <p>d. Shortlisted winners will be contacted by the Organiser’s service provider via the Contest Official WhatsApp Number at +6018 388 2921 to furnish the Organiser’s service provider with their personal details and Prize selection as per clause 7(b), within two [2] days for prize fulfilment. The Organiser will not be held liable in the event the Winners cannot be contacted for whatever reasons and no further reference will be made to the shortlisted winners.</p> <p>e. The Organiser will contact shortlisted winners via the Contest Official WhatsApp Number at +6018 388 2921 ONLY. Please ignore all messages related to the contest from any other mobile number which claim to act on our behalf. In the event that the Contest WhatsApp Number has changed, an announcement will be published on our official page [https://www.dearnestle.com.my/dearnestle-refer-macam-pro-contest].</p> <p>f. Should the winner select Touch ‘n Go eWallet Reload PIN or Boost Credit Redemption Code as their prize, the Organiser’s service provider will send</p>

	<p>the codes to the Winner via the Contest Official WhatsApp Number at +6018 388 2921 to the same mobile number that the Organiser receives during the registration on the Online Registration Form, within 6 to 8 weeks from Prize selection.</p> <p>g. Should the winner select SPayGlobal e-Credit as their prize, it will be credited to the Winner's NRIC number and the same mobile number that the Organiser receives during the registration on the Online Registration Form via the S PAY GLOBAL App within 6 to 8 weeks from Prize selection.</p> <p>h. All unclaimed Prizes after the deadline set by the Organiser as stated in the WhatsApp messages will be forfeited. The Organiser reserves the rights to substitute any prize for an alternative of equal or greater value.</p> <p>i. All Participants must abide by the terms and conditions of the vendors and parties arranging and providing the Prizes. The following are the terms and conditions of the Contest Prize vendors:</p> <ul style="list-style-type: none"> i. Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; https://www.touchngo.com.my/assets/pdf/user-tnc.pdf ii. Usage of the Boost Credit Redemption Code is subject to Axiata Digital eCode Sdn Bhd Terms & Conditions; https://www.myboost.com.my/terms/ iii. Usage of the SPayGlobal e-Credit is subject to SiliconNet Technologies Sdn Bhd's Terms & Conditions; https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html <p>j. The Organiser will not be held responsible if any of the Prizes cannot be delivered or deployed to the winners due to any change or difference in the mobile contact number submitted by the winners to the Organizer during Contest entry submission.</p> <p>k. Winners Announcement will be featured within 6 – 8 weeks from the closing date of Contest on the following website: https://www.dearnestle.com.my/dearnestle-refer-macam-pro-contest.</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/dearnestle-refer-macam-pro-contest> collectively "Terms and Conditions", and shall be binding on all participants who participate in this Contest (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

Consumer Services Contact No.: 1800 88 3433.

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 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 Organiser’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 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 Contest and submitting any personal information.
- 3.2 The Organiser 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 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 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 Organiser 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 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 The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. 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 Contest (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Contest 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 Contest and any derivative works arising there from 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 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 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 Contest, 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 Contest 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 Contestal materials) in connection with this Contest, in particular that relates to the Prize, are the properties of their respective owners. This Contest 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 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 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.
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_policy/privacy_bm.