



Nestlé®

Good food, Good life

## TERMS AND CONDITIONS

### A. Schedule to Conditions of Entry

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966].															
2. <b><u>Promotion:</u></b>	PERADUAN NESTLÉ KITKAT® WIN GOLD 2023.															
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 27/12/2022 and closes at 23:59:59 on 20/02/2023.															
4. <b><u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period. The Organiser shall reserve the right to request for evidence of identification documents.															
5. <b><u>Purchase &amp; Entry Method:</u></b>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Nine [RM9] of any NESTLÉ KITKAT CONFECTIONERY products ["KITKAT Products"] and/or *NESTLÉ KITKAT GOLD CONFECTIONERY products ["KITKAT GOLD Products"] in a single receipt from any outlets in-store and online store during the Promotion Period.</p> <p><i>* For every Ringgit Malaysia Nine [RM9] of any KITKAT GOLD Products you will be eligible for a bonus double-up serial number. Please refer to clause 5e.</i></p> <p>b. For the list of Products, please refer to the table below:</p> <table border="1"><thead><tr><th><b>KITKAT &amp; KITKAT GOLD Products</b></th></tr></thead><tbody><tr><td>KIT KAT Sharebag Value Pack</td></tr><tr><td>KIT KAT 2F Flowrap Sharebag</td></tr><tr><td>KIT KAT 2F Flowrap 6Pack Sharebag</td></tr><tr><td>KIT KAT 2F Foil Wrap</td></tr><tr><td>KIT KAT 4F Alufoil</td></tr><tr><td>KIT KAT 4F Flowrap</td></tr><tr><td>KIT KAT 4F Fwp 3Pack Sharebag</td></tr><tr><td>KIT KAT 2F Green Tea Sharebag</td></tr><tr><td>KIT KAT 4F Green Tea Foil Wrap</td></tr><tr><td>KIT KAT Gold 8MP</td></tr><tr><td>KIT KAT Gold 4F</td></tr><tr><td>KIT KAT DarkCookies 4F</td></tr><tr><td>KIT KAT DarkCookies 5MP</td></tr><tr><td>KIT KAT CHUNKY</td></tr></tbody></table>	<b>KITKAT &amp; KITKAT GOLD Products</b>	KIT KAT Sharebag Value Pack	KIT KAT 2F Flowrap Sharebag	KIT KAT 2F Flowrap 6Pack Sharebag	KIT KAT 2F Foil Wrap	KIT KAT 4F Alufoil	KIT KAT 4F Flowrap	KIT KAT 4F Fwp 3Pack Sharebag	KIT KAT 2F Green Tea Sharebag	KIT KAT 4F Green Tea Foil Wrap	KIT KAT Gold 8MP	KIT KAT Gold 4F	KIT KAT DarkCookies 4F	KIT KAT DarkCookies 5MP	KIT KAT CHUNKY
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KIT KAT CHUNKY Alufoil
KIT KAT CHUNKY Raisin & Cookie
KIT KAT CHUNKY Cookies & Cream
KIT KAT Bites
KIT KAT Dark Block
KIT KAT Milk Chocolate Block
KIT KAT Dark Block with Tasmanian Mint
KIT KAT Dark Orange
KIT KAT 4F Gold 12(24x35g) XX
KIT KAT Gold 48(8x17g) XX
KITKAT Cele-Break Pack Box
KIT KAT GB x 24 (5x29g) PR Bunny CNY MY
KIT KAT Sbg GB x 12(2(8x9g)) PR Travel Bag MY12 (2 (8x9g))

- c. The single receipt can come in the form of printed receipts from point-of-sale systems and/or e-receipts for online purchases. E-receipts for online purchases with promotion codes and/or discount vouchers must be with the final paid amount of Ringgit Malaysia Nine [RM9] and above to qualify [“Receipt”].
- d. The Receipt must bear the Products purchase, date of purchase, purchase amount, receipt number and name and/or logo of the outlet [“Receipt Details”].
- e. For Participants with purchases from any **eight [8]** Exclusive outlets, instore and/or online store listed below [“Exclusive Outlets”], during the Promotion Period will also stand a chance to win additional prizes. Please refer to clause 10.
  - i. LOTUS’S.
  - ii. GIANT.
  - iii. MYDIN.
  - iv. TF VALUE-MART.
  - v. ECONSAVE.
  - vi. 7-ELEVEN.
  - vii. NIRWANA.
  - viii. KEDAI MESRA, PETRONAS.
- f. During the Winners selection process, the Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt submitted. Please refer clause 8 and clause 9.
  - i. For every Ringgit Malaysia Nine [RM9] of KITKAT Products, the Organiser will allocate one [1] serial number.
  - ii. For every Ringgit Malaysia Nine [RM9] of KITKAT GOLD Products, the Organiser will allocate two [2] serial numbers.

For example:

	<ul style="list-style-type: none"> <li>- If you purchase RM10 of KITKAT Products in a single Receipt during the Promotion Period, the Organiser will allocate one [1] serial number.</li> <li>- If you purchase RM4 of KITKAT Products and RM5 of the KITKAT GOLD Products in a single Receipt during the Promotion Period, the Organiser will allocate one [1] serial number.</li> <li>- If you purchase RM20 of KITKAT Products and RM20 of the KITKAT GOLD Products in a single Receipt during the Promotion Period, the Organiser will allocate two [2] serial numbers for KITKAT Products and four [4] serial numbers for KITKAT GOLD, therefore six [6] serial numbers in total.</li> </ul> <p>g. The Promotion submission method is via the Promotion Website only. Consumers may submit as many entries as they wish but each unique Receipt is ONLY eligible for one [1] entry submission. The Organiser shall reserve the right to disqualify any entries with reprinted and/or duplicated Receipt and/or containing more than one [1] Receipt.</p> <p>h. All Promotion entries that do not meet the requirements stated herein shall be disqualified by the Organiser.</p>
<p>6. <b><u>Entry Submission:</u></b></p>	<p>a. To participate in the Promotion and submit entries via Website:</p> <ul style="list-style-type: none"> <li>i. Visit the Promotion Website and complete the Web Form at: <a href="https://www.registration.nestle.com.my/kitkat-win-gold-cny-2023">https://www.registration.nestle.com.my/kitkat-win-gold-cny-2023</a> or scan the QR code shown on the communication materials at participating outlets.</li> <li>ii. Complete all the required personal details [“Personal Details”] in the Web Form provided on the Promotion Website.</li> <li>iii. Snap one [1] <u>clear and legible</u> picture/image in jpg or jpeg or png format [“Image”] of the Receipt complete with the Receipt Details.</li> <li>iv. One [1] Image must contain a picture of one [1] Receipt only and the Image file must be less than 2MB.</li> <li>v. Upload the Image on the Web Form and submit [“Entry”].</li> </ul> <p>b. The Organiser will reply with an auto-reply acknowledgment message for each Entry received.</p> <p>c. The Organiser will extract all Entries received for further processing. Incomplete Personal Details and unclear, illegible &amp; incomplete Image will be disqualified.</p> <p>d. The Organiser shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and prize forfeiture.</p>
<p>7. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 20/02/2023. All Entries received outside the Promotion Period will be automatically disqualified.</p>

<p>8. <b><u>Weekly Prizes:</u></b></p>	<p>a. There are ninety three [93] Weekly Prizes to be won each week for eight [8] consecutive weeks. In total, there are seven hundred and forty four [744] Weekly Prizes to be won throughout the Promotion Period.</p> <p>b. The Weekly Prizes are as per listed below:</p> <ol style="list-style-type: none"> <li>i. One [1] Grand Prizes consists of a Limited Edition GOLD KITKAT 4F [916 gold – approximately 50gm] worth approximately *RM16,500 each.</li> <li>ii. One [1] 1<sup>st</sup> Prizes consists of a Limited Edition GOLD KITKAT 2F [916 gold – approximately 25gm] worth approximately *RM8,500 each.</li> <li>iii. Three [3] 2<sup>nd</sup> Prizes consists of RM888 cash each.</li> <li>iv. Eighty eight [88] 3<sup>rd</sup> Prizes consists of RM188 cash each. <i>*The value of the Limited Edition GOLD KITKAT 4F and 2F is correct at the time of printing. The gold value is according to the current gold price. A WAH CHAN certificate of authenticity will be included on the packaging.</i></li> </ol> <p>c. The eight [8] weekly periods are as per below:</p> <p>Week 1: 27/12/2022 – 02/01/2023    Week 2: 03/01/2023 – 09/01/2023  Week 3: 10/01/2023 – 16/01/2023    Week 4: 17/01/2023 – 23/01/2023  Week 5: 24/01/2023 – 30/01/2023    Week 6: 31/01/2023 – 06/02/2023  Week 7: 07/02/2023 – 13/02/2023    Week 8: 14/02/2023 – 20/02/2023</p>
<p>9. <b><u>Judging Details – Weekly Prizes:</u></b></p>	<p>a. As part of the Weekly Prize Finalists selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry each week, throughout the Promotion Period according to the Receipt submitted [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 week the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Weekly Qualified Entries”]. Assuming that the Total Weekly Qualified Entries for the week is <b>1503</b>, the Organiser will compute and select based on the following:</p> <ol style="list-style-type: none"> <li>i. <b>Selection of one [1] Grand Prize, one [1] 1st Prize and three [3] 2<sup>nd</sup> Prize Finalists: <math>1503 \div 5 = 300.6</math>.</b> Since dividing 1503 with 5 will result in a number with decimal value, the number 300.6 will be rounded down to <b>300</b>. The following 5 Participants with Qualified Entries of the week bearing the following serial numbers will be selected: <ul style="list-style-type: none"> <li>○ 300 as the Grand Prize Finalist,</li> <li>○ 600 as the 1<sup>st</sup> Prize Finalist, and</li> <li>○ 900, 1200 and 1500 as the 2<sup>nd</sup> Prize Finalists.</li> </ul> </li> <li>ii. <b>Selection of eighty eight [88] 3<sup>rd</sup> Prize Finalists: <math>1503 \div 88 = 17.07</math>.</b> Since dividing 1503 with 88 will result in a number with decimal value, the number 17.07 will be rounded down to <b>17</b>. The following 88 Participants with Qualified Entries of the week bearing the following serial numbers</li> </ol>

will be selected: 17\*, 34\*, 51\*, 68, 85, 102 and so forth. [\*computation example: 17, 17+17=34, 34+17=51].

10. **Exclusive Outlets Promotions:**

a. All Participants with purchases from any **eight [8]** Exclusive Outlets during the Promotion Period will be eligible to win below additional Weekly Prizes:

EXCLUSIVE OUTLETS	ADDITIONAL WEEKLY PRIZES
i. LOTUS'S	Ten [10] <u>Weekly Prizes</u> of in the form of RM188.00 cash each.
ii. GIANT	Six [6] <u>Weekly Prizes</u> of in the form of RM188.00 cash each.
iii. MYDIN iv. TF VALUE-MART v. ECONSAVE vi. 7-ELEVEN vii. NIRWANA viii. KEDAI MESRA, PETRONAS	Three [3] <u>Weekly Prizes</u> of in the form of RM188.00 cash each.

b. The Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful entry each week, throughout the Promotion Period according to each Exclusive Outlets Entries [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".

c. Assuming the Total LOTUS'S Qualified Entries received for the week is 205 the Organiser will compute and select the finalists based on the following:

i. **Weekly selection of ten [10] LOTUS'S Weekly Prize Finalists:  $205 \div 10 = 20.5$ .** Since dividing 205 with 10 will result in a number with decimal value, the number 20.5 will be rounded down to 20. The following 10 Participants with LOTUS'S Qualified Entries of the week bearing the following serial numbers will be selected: 20\*, 40\*, 60\*, 80 and so forth [\*computation example: 20, 20+20=40, 40+20=60].

d. Assuming the Total GIANT Qualified Entries received for the week is 165 the Organiser will compute and select the finalists based on the following:

i. **Weekly selection of six [6] GIANT'S Weekly Prize Finalists:  $165 \div 6 = 27.5$ .** Since dividing 165 with 6 will result in a number with decimal value, the number 27.5 will be rounded down to 27. The following 6 Participants with GIANT Qualified Entries of the week bearing the following serial numbers will be selected: 27\*, 54\*, 81\*, 108 and so forth [\*computation example: 27, 27+27=54, 54+27=81].

	<p>e. Assuming the Total <u>ECONSAVE</u> Qualified Entries received for the week is <u>92</u> the Organiser will compute and select the finalists based on the following:</p> <p>i. <b>Weekly selection of three [3] ECONSAVE Weekly Prize Finalists: <math>92 \div 3 = 30.6</math>.</b> Since dividing 92 with 3 will result in a number with decimal value, the number 30.6 will be rounded down to <u>30</u>. The following 3 Participants with ECONSAVE Qualified Entries of the week bearing the following serial numbers will be selected: 30*, 60* and 90* [*computation example: <u>30</u>, <math>30+30=\underline{60}</math>, <math>60+30=\underline{90}</math>].</p>
<p>11. <b><u>Additional Terms:</u></b></p>	<p>a. The Organiser will contact all selected Finalists via WhatsApp from <b>6018 228 3789</b> to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalists will be given one [1] question to answer. The selected Finalists must answer the question posted by the Organiser correctly in order to win the Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win:</p> <p>i. One [1] Weekly Prize of the highest value per week, [up to a maximum of two [2] Weekly Prizes] and</p> <p>ii. One [1] Weekly Prize from each of the <b>eight [8]</b> Selected Outlets.</p> <p>c. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment.</p> <p>d. All cash prizes will be credited to the Winners' local bank account within 6 – 8 weeks from the closing date of the Promotion. All Winners MUST provide their own personal local bank account number when requested. The Organiser reserves the rights to forfeit the cash prize if the local bank account details provided is NOT in the Winners' name and/or the Winner failed to provide their local bank account details upon request.</p> <p>e. The Grand Prizes will be delivered to the Winners <u>or</u> by own collection from the Organiser within 6 – 8 weeks from the closing date of the Promotion. The Organiser will contact all Winners for the preferred delivery method. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>f. Winners Result Ad will be featured within 6 – 8 weeks from the closing date of the Promotion in the Organiser's website: <a href="https://www.dearnestle.com.my/kitkat-win-gold-cny-2023">https://www.dearnestle.com.my/kitkat-win-gold-cny-2023</a>.</p> <p>g. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.</p>

	<p>h. 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>i. The Organizer 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 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>j. 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/kitkat-win-gold-cny-2023>, 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”).  
Consumer Services Contact No.: 1800 88 3433.

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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 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 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 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 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 berdasarkan Notis Privasi di [https://www.nestle.com.my/info/privacy\\_policy/privacy\\_bm](https://www.nestle.com.my/info/privacy_policy/privacy_bm).