

# TERMS AND CONDITIONS

## A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Contest	Peraduan NESTUM Reka Rasa Raya
Contest Period	The Contest starts at 00:00:00 on 1 <sup>st</sup> March 2023 and closes at 23:59:59 on 30 <sup>th</sup> April 2023.
Eligibility	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.
Entry Method	
Phase 1	To participate via Online Submission:
Online Submission	<ul> <li>a. participants are required to:</li> <li>Step 1: Purchase any one of the participating NESTUM products as listed in paragraph B below ("Products") in a single receipt ("Proof of Purchase") from any outlet (offline or online) within the Contest Period. Handwritten receipts, purchase orders, delivery notes will not be accepted as Proof of Purchase for the Contest.</li> </ul>
	<b>Step 2:</b> Prepare a <b>baked</b> dish incorporating any Product(s) as one of the main ingredients. Originality, good presentation, easy preparation, and nutrition of the recipe will contribute to judging marking. Participants are free to add other ingredients to the dish.
	<b>Step 3:</b> Record a minimum 30 second or up to a maximum of 60 second creative video of the step-by-step baking process. Video must include NESTUM pack in the shot. Static image and GIF entries are not accepted, Video only.
	<b>Step 4:</b> Upload your video onto Facebook, Instagram or TikTok with hashtag #NestumRekaRasaRaya together with the ingredients and preparation steps at the caption. Facebook, Instagram or TikTok account and posting must be set to public mode from the time the Video is uploaded / posted until after the winners of the Contest have been announced. All video uploaded by the participants must be through the participants' own personal Facebook, Instagram or TikTok accounts. Submissions through non-personal Facebook or Instagram or TikTok accounts are strictly not allowed and shall be rejected by the Organiser's.
	<b>Step 5:</b> Copy social media posting link, take a clear photo of the Proof of Purchase, fill up all the data fields including the social media posting link in the contest entries form at https://registration.nestle.com.my/nestum-raya-contest-2023 and upload the picture of Proof of Purchase, and submit. ("Entry")

	<ul> <li>b. The list of Products is:</li> <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>
	✓ NESTUM All Family Cereal Original (250g, 275g, 450g, 500g, 550g); and
	✓ NESTUM All Family Cereal Honey 500g.
	c. Participants may submit more than one [1] entry throughout the Contest Period as long as each entry is with a unique valid receipt (" <b>Proof of Purchase</b> ") and recipe. If the same Proof of Purchase and video is used for submission on Facebook or Instagram or TikTok, the submission will be counted as one entry. So long the participant submits another different unique Proof of Purchase and video, then it will be counted as another submission on either platform.
	d. The Organiser will not send an acknowledgement report for each Entry.
	e. The Organiser does not accept any alteration of Proof of Purchase in any form. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.
	f. 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 & Conditions.
	g. 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.
	h. 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.
	i. Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners, as the case may be, the Organiser 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.
Entry Deadline of phase 1: Online Submission	All Entry(ies) must be received by the Organiser on or before 23:59:59, 30 <sup>th</sup> April 2023. Any Entry received outside the Contest Period shall be automatically disqualified.
	For the weekly submission, the Organiser shall receive the submission of Entries on or before 23:59:59 of the last date of each Contest week as tabulated below:
	<ul> <li>Week 1: 01 March 2023 – 07 March 2023</li> <li>Week 2: 08 March 2023 – 14 March 2023</li> <li>Week 3: 15 March 2023 – 21 March 2023</li> <li>Week 4: 22 March 2023 – 28 March 2023</li> </ul>

	Week 5 : 29 March 2023 – 04 April 2023
	<ul> <li>Week 6 : 05 April 2023 – 11 April 2023</li> </ul>
	Week 7 : 12 April 2022 – 18 April 2023
	Week 8 : 19 April 2022 – 25 April 2023
	Week 9 : 26 April 2022 – 30 April 2023
Verification of	The Organiser will verify the Entries received based on the following:
Entries Phase 1:	
Online Submission	Clear snapshot of the Proof of Purchase indicating the Products, receipt
	number, date, purchase value, outlet name and outlet location.
	No alteration of receipt in any form; store name, items purchased, prices and
	transaction date.
	Validity of the purchase date
	All required details and purchase requirement fulfilled.
	• Facebook or Instagram or TikTok account is set to 'PUBLIC' mode from the time the Video is uploaded / posted until after the winners of the Contest have been announced.
	<ul> <li>Social Media posting link provided in the submission.</li> </ul>
	<ul> <li>Video uploaded with the hashtag #NESTUMRekaRasaRaya and the ingredients</li> </ul>
	and preparation steps in the caption.
	• Static image and GIF entries are not accepted, only video is accepted.
	• The Video and recipe must not be lewd, obscene, disparaging, defamatory or
	otherwise inappropriate, offensive, or objectionable, as determined by
	the judges and/or Organiser in their sole and absolute discretion. Any such
	entries will be automatically disqualified.
	• Video(s) SHOULD NOT CONTAIN or FEATURE any children below 12 months old.
	Any such entries will be automatically disqualified.
	Handwritten receipts, purchase orders, delivery notes will <b>not</b> be accepted as
	Proof of Purchase for the Contest.
Prizes and Winner	The Prizes to be won for online submission is:
Selection of Phase	
1:	Weekly Prize: 50 winners x Touch 'n Go eWallet reload PIN worth RM100 / Week
Online Submission	(A total of 450x Touch 'n Go eWallet reload PIN worth RM100 to be won throughout
	the Contest Period).
	WINNER SELECTION AND SHORTLISTING METHOD: WEEKLY PRIZE
	Weekly Prize: 50 x Touch 'n Go eWallet reload PIN worth RM100 / Week
	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 Weekly Entries
	received for the week is <b>1505</b> , the Organiser will compute and select the shortlisted
	entries based on the following example:
	1505 ÷ 50 = <b><u>30.1*</u></b>
	The Weekly Prize shortlisted entry is the 30* serial number entry and subsequent
	serial numbers with the multiplication of 30.

	Example of the shortlisted winning serial numbers; <b>30*,</b> 60*, 90*, 120*, 150*, 180*, 210*, 240*, 270*, 300*, 330*, 360*, 420*, and so forth.
	Total of <u>50 winners</u> will be selected for <b>EACH</b> Contest Week.
	The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.
	Weekly shortlisted winners selected based on the serial number selection method above will be informed or contacted via WhatsApp from the contest number <b>013-693 6650</b> to answer a simple Contest Question.
	Weekly shortlisted entries must reply and provide the correct answer within two days from the Contest Question Notification to be eligible to win the Prize. Failing which will result in forfeiture of the Prize. The Organiser will not be held liable in the event the shortlisted entries cannot be contacted for whatever reasons.
	The list of weekly winners will be announced on the Organiser's official website: <u>https://www.dearnestle.com.my/nestum-reka-rasa-raya-2023</u> The announcement of winners will be as per below schedule:
	WEEK 1 Winners announcement: 23 /Mar / 2023
	WEEK 1 Winners announcement: 30 /Mar / 2023
	WEEK 3 Winners announcement: 06 /Apr / 2023
	WEEK 4 Winners announcement: 13 /Apr / 2023
	WEEK 5 Winners announcement: 20 /Apr / 2023
	WEEK 6 Winners announcement: 27 /Apr / 2023
	WEEK 7 Winners announcement: 05 /May / 2023
	WEEK 8 Winners announcement: 18 /May / 2023
	Each participant is eligible to win a maximum of one <b>(1)</b> Prize only throughout the Phase 1 Contest Period
Shortlisted selection for Round 2:	As part of the top 9 shortlisted entries' selection process, a panel of judges will evaluate each Video received and approved by the Organiser throughout the Contest paried based on the following:
Live Bake-off	Period based on the following:
Session	<ul> <li>a) Recipe Originality/ Creativity (25%) – Is the recipe an original idea? Does it have a twist that makes it unique?</li> <li>b) Presentation/ Visual Appeal (25%) – Does the final product look appetising? Is</li> </ul>
	it plated and presented well?
	c) Easy Preparation/ Appealing to Recreate (25%) – Is it easy to prepare? Are
	<ul><li>the preparation steps easy to follow? Will home cooks be inspired to try it?</li><li>d) Healthy/ Nutritious (25%) – How healthy &amp; nutritious is the recipe?</li></ul>
	<ol> <li>Live Bake -off Session, the top nine (9) Shortlisted entries will be required to take part in the live bake-off session ("Bake-off Participants"). The Organizer will further inform the shortlisted entries of the confirmed date, time, and location via WhatsApp and within three (3) to four (4) weeks after the Contest end date. The Bake-off Session event date will be decided by the Organiser at its sole discretion. The Organizer shall not be held responsible if a Bake -off Participant is</li> </ol>
	unable to attend the Bake-off Session at the scheduled date for whatever reasons. Non-attendance will be automatically disqualified.

	<ol> <li>Each Bake-Off Participant will be given sixty (60) minutes to prepare and cook his/her submitted recipe during the Live Bake-off Session based on the shortlisted entry recipe that was submitted in Phase 1: Online submission. The end product can be plated differently from social media posting and there is mark for plating / food presentation.</li> <li>Ingredients for the Bake-off session will be provided by the Organiser based on ingredients listed by the Cook-off Participant in his/her Winning Recipe posted in phase 1: online Submission.</li> </ol>
	4. Each Bake-Off Participant will be given another five (5) minutes to present and
Judging and Prize of Phase 2: Live bake-off Session	<ul> <li>explain his/her dish and shortlisted entry to a panel of judges.</li> <li>1. A panel of judges will evaluate each of the shortlisted entry prepared during the Live bake-off session based on the following: <ul> <li>a) Taste: 25%</li> <li>b) Cleanliness: 25% - cleaning - making sure your hands, surfaces and equipment are clean before, during and after cooking. cooking - making sure food is cooked throughout to kill harmful bacteria. chilling - making sure foods are stored at the correct temperature to prevent growth of harmful bacteria. avoiding cross-contamination - preventing the spread of bacteria to surfaces and ready to eat food.</li> <li>c) Plating / food presentation: 25%- Does the final product look appetising? Is it plated and presented well?</li> <li>d) Recipe explanation ("show &amp; tell"): 25% - Is it easy to prepare? Are the preparation steps easy to follow? Will home cooks be inspired to try it?</li> </ul> </li> <li>2. The highest score will be selected as the grand prize winner of Nestum Reka Rasa Raya 2023</li> <li>The Prizes to be won are as follows: <ul> <li>i. Grand Prize: 1 winner x one exclusive masterclass with Arieni and cash prize worth of RM 15,000</li> <li>ii. Consolation Prize: 8 Winners x Cash Voucher worth of RM 3000.</li> </ul> </li> </ul>
Prize Claim/Delivery Date	<ol> <li>All Prizes will be processed for delivery to the winners within six (6) to eight (8) weeks after the Contest end date; 30<sup>th</sup> April 2023. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</li> <li>For Phase 2 prizes, will be delivered/informed to the winners accordingly within 4 to 6 weeks after the live Bake-off session. The Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer.</li> <li>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 Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</li> </ol>

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4. All Touch 'n Go eWallet reload PIN Prizes will be processed for delivery or deployment to the winners via WhatsApp application within six (6) to eight (8) weeks after the Contest end date; 30 <sup>th</sup> April 2023. Prizes will only be delivered via WhatsApp number <b>013-693 6650</b> to the winners' given contact number from the entry(ies). Usage of the Touch 'n Go eWallet reload PIN Reload pin is subject to Touch 'n Go Malaysia's Terms & Conditions; https://www.touchngo.com.my/policies/terms-conditions.
5. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Contest 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.
6. The Organizer shall not be held 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 Prizes and/or replacement Prizes shall be borne by the winners at their own cost.
<ol> <li>The Organiser reserves its right at its absolute discretion to substitute any of the Prize won with another Prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.</li> </ol>

This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at https://www.dearnestle.com.my/nestum-reka-rasa-raya-2023 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 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 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 Participant.
- 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.
- 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 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 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, Purina Petcare (Malaysia) Sdn. Bhd., 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, 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 "**Peraduan NESTUM Reka Rasa Raya**" contest, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in <u>https://www.nestle.com.my/info/privacy\_notice</u>
- 12.2 Dengan menyertai **Peraduan NESTUM Reka Rasa Raya**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di <u>https://www.nestle.com.my/info/privacy\_notice</u>