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## **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 NESCAFÉ JOM BELI & RAIKAN BERSAMA.
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 01/05/2023 and closes at 23:59:59 on 30/06/2023.
4. <b><u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of <b>SABAH</b> aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in <b>SABAH</b> . The Organiser shall reserve the right to request for evidence of identification documents.
5. <b><u>Participating Products &amp; Entry Method:</u></b>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Ten [RM10], up to a maximum of Ringgit Malaysia One Hundred [RM100] of any participating NESCAFÉ products in a single original receipt from any instore outlets ["Receipt"] and/or such outlets online invoice and/or order screenshot from its Shopee and/or Lazada online platforms only ["Invoice"] during the Promotion Period. For avoidance of doubt, any other receipts and/or invoice from online platforms e.g. website/mobile application of such instore outlets will not be accepted. [Please refer Clause 5e for the serial number[s] allocation].</p> <p>b. For the list of participating products ["Products"], please refer to the Promotion leaflets and the Promotion website: <a href="https://www.nescafe.com/my/our-campaigns/peraduan-gawai-kaamatan-2023">https://www.nescafe.com/my/our-campaigns/peraduan-gawai-kaamatan-2023</a>.</p> <p>c. <b><u>Instore Receipt:</u></b></p> <p>i. The Receipt can come in the form of printed receipts from point-of-sale systems and/or hand-written receipts for instore purchases. The Receipt must bear the name and/or logo of the outlet at which the purchase was made. If this is absent, the Receipt needs to be stamped with the official company stamp of the outlet at which the purchase is made.</p> <p>ii. The Receipt must also bear the date of purchase, Products purchased, purchase amount, Receipt number and name and/or logo of the outlet ["Receipt Details"].</p>

d. Online Invoice:

- i. The Invoice can come in the form of a screenshot of invoice and/or order for online purchases from Shopee and/or Lazada online platform only. The Invoice must bear the name and/or logo of the online platform and/or merchant at which the online purchase was made. For online purchases with promotion codes and/or discount vouchers, the final paid amount must be the minimum purchase amount and above to qualify.
  - ii. The Invoice must also bear the date of purchase, Products purchased, purchase amount, order and/or invoice number and name and/or logo of the online platform and/or merchant [“Invoice Details”].
- e. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt and/or Invoice submitted. For every Ringgit Malaysia Ten [RM10], the Organiser will allocate one [1] serial number up to a maximum of ten [10] serial numbers. Any balance amount shall be forfeited once the maximum serial number per Receipt and/or Invoice has been allocated. Please refer the Judging Details clauses below.  
For example:
- If you purchase RM12.50 of Products in a single Receipt and/or Invoice during the Promotion Period, the Organiser will allocate one [1] serial number.
  - If you purchase RM129.50 of Products in a single Receipt and/or Invoice during the Promotion Period, the Organiser will allocate ten [10] serial numbers.
- f. There are two [2] methods to participate in the Promotion which is EITHER via:
- i. Webform; OR
  - ii. WhatsApp.
- g. All entries that do not meet the requirements stated herein shall be disqualified by the Organiser. **Participant may submit as many entries as they wish but each Receipt and/or Invoice is ONLY eligible to one [1] entry either via Website or via WhatsApp.** The Organiser shall reserve the right to disqualify any entries with reprinted and/or duplicated Receipt and/or Invoice and/or containing more than one [1] Receipt and/or Invoice.
- h. Website Entry participation steps:
- i. Visit the Promotion Website and complete the Web Form at: <https://registration.nestle.com.my/nescafe-jom-beli-gawaikaamatan-2023> or scan the QR code shown on the communication materials at participating outlets.

	<ul style="list-style-type: none"> <li>ii. Select <b>SABAH</b> as the resident state and 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 and/or Invoice complete with the Receipt and/or Invoice Details.</li> <li>iv. One [1] Image must contain a picture of one [1] Receipt and/or Invoice only and the Image file must be less than 2MB.</li> <li>v. Upload the Image on the Web Form and submit ["Website Entry"].</li> <li>vi. The Organiser will reply with an auto-reply acknowledgment message for each Website Entry received.</li> </ul> <p>i. <u>WhatsApp entry participation steps:</u></p> <ul style="list-style-type: none"> <li>i. Write on the front of the Receipt and/or type in the Invoice screenshot your full name and identification number ["Personal Details"]. <u>For example: Ali bin Omar 950102148587</u></li> <li>ii. Snap one [1] <u>clear and legible</u> picture/image of one [1] Receipt and/or Invoice with your Personal Details and Receipt and/or Invoice ["Image"]. One [1] Image must contain only one [1] Receipt and/or Invoice.</li> <li>iii. Send "consentWA" via WhatsApp to <b>6018 388 0070</b> from any mobile number registered in Malaysia. This is to provide your consent to submit via WhatsApp application from the above stated WhatsApp number. You will only have to provide us your consent once.</li> <li>iv. Once you have provided your consent, you may proceed to submit your Image to <b>6018 388 0070</b> ["WhatsApp Entry"].</li> <li>v. The Organiser will send an auto-reply acknowledgment message for the first WhatsApp Entry received after your consent is submitted by each mobile number only.</li> </ul> <p>j. The Organiser will process all Website and WhatsApp Entries received. Website and WhatsApp Entries with unclear, illegible and incomplete Images and Website Entries with incomplete details and incorrect state indicated will be disqualified without further notification to the Participants for such disqualified Entries.</p> <p>k. The Organiser shall reserve the right to request for evidence of the original Receipt and/or Invoice [hardcopy] for verification and prize redemption. Failure to produce the original Receipt and/or Invoice upon request will result in disqualification and prize forfeiture.</p>
<p>6. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 30/06/2023. All Entries received outside the Promotion Period will be automatically disqualified.</p>

<p>7. <b><u>Weekly Prizes:</u></b></p>	<p>a. There is a total of forty five [45] Weekly Prizes consists of one [1] RM100 SPayGlobal e-Credit to be won for each week for eight [8] consecutive weeks.</p> <p>b. There is a total of three hundred and sixty [360] Weekly Prizes to be won at the end of the Promotion Period.</p> <p>c. The eight [8] weekly periods are as per below:  Week 1: 01/05 – 07/05/2023      Week 2: 08/05 – 14/05/2023  Week 3: 15/05 – 21/05/2023      Week 4: 22/05 – 28/05/2023  Week 5: 29/05 – 04/06/2023      Week 6: 05/06 – 11/06/2023  Week 7: 12/06 – 18/06/2023      Week 8: 19/06 – 30/06/2023</p>
<p>8. <b><u>Judging Details – Weekly Prizes:</u></b></p>	<p>a. As part of the Weekly Prize Finalists’ selection process, the Organiser will tabulate the Entries received and allocate a serial number, up to a maximum of ten [10] serial numbers, for each Entry received and approved by the Organiser to be a successful entry each week, per the weekly schedule according to the Products purchased as stated in the Receipt and/or Invoice 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>922</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of forty five [45] Weekly Prize Finalists: <math>922 \div 45 = 20.48</math>.</b> Since dividing 922 with 45 will result in a number with decimal value, the number 20.48 will be rounded down to 20. The following 45 Participants with Qualified Entries bearing the following serial numbers will be selected: 20*, 40*, 60*, 80, 100 and so forth [*computation example: <b>20</b>, <math>20+20=40</math>, <math>40+20=60</math>].</p> <p>c. The Organiser will contact all selected Weekly Prizes Qualified Entries via WhatsApp from <b>6018 388 0070</b> to the mobile number from which the Organiser received in the Qualified Entries. Each selected Qualified Entry will be given one [1] question to answer. The selected Qualified Entry 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 Weekly Prize being forfeited. The Organiser will not be held liable in the event the selected Qualified Entry cannot be contacted for whatever reasons.</p>
<p>9. <b><u>Grand Prize:</u></b></p>	<p>a. There is one [1] Grand Prize in the form of a PERODUA ALZA OTR [Colour: Silver] worth RM65000 to be won at the end of the Promotion Period.</p>

	<p>b. The Grand Prize Winner shall at their own costs and expenses be liable and responsible for the miscellaneous fees and charges that are required by the Winners to utilize the Grand Prize won; including but not limited to registration fees, road tax and insurance.</p>
<p>10. <b><u>Judging Details – Grand Prize:</u></b></p>	<p>a. As part of the Grand Prize Finalist selection process, all Qualified Entries collected and processed by the Organiser during the weekly Finalists' selection process and throughout the weekly periods will separately be allocated a set of serial numbers starting from serial number "1".</p> <p>b. 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 that the Total Qualified Entries for the month is <b>11119</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of one [1] Grand Prize Finalist: <math>11119 \div 2 = 5559.5</math>.</b> Since dividing 11119 with 2 will result in a number with decimal value, the number 5559.5 will be rounded down to 5559. The Participant with Qualified Entry bearing the serial number 5559 will be selected as the Grand Prize Finalist.</p> <p>c. The Organiser will contact the selected Grand Prize Qualified Entry via WhatsApp from <b>6018 388 0070</b> to the mobile number from which the Organiser received in the Qualified Entries. The selected Qualified Entry will be given one [1] question to answer. The selected Qualified Entry 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 Grand Prize being forfeited. The Organiser will not be held liable in the event the selected Qualified Entry cannot be contacted for whatever reasons.</p>
<p>11. <b><u>Additional Terms:</u></b></p>	<p>a. Each participant may throughout the Promotion Period win only:</p> <p>i. one [1] Weekly Prize per week, and</p> <p>ii. one [1] Grand Prize.</p> <p>b. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment.</p> <p>c. All SPayGlobal e-Credit will be credited by S PAY GLOBAL App to the Spay Username, NRIC number and the mobile number from which the Organiser received in the Qualified Entries within 6 – 8 weeks from the closing date of the Promotion. The Organiser will not be held responsible if any of the SPayGlobal e-Credit Code cannot be delivered to the Participants due to any change or difference in the mobile contact number submitted to the Organiser during Entry submission. Usage of the SPayGlobal e-Credit is subject to SiliconNet Technologies Sdn Bhd's Terms &amp; Conditions; <a href="https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html">https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html</a>.</p>

	<ul style="list-style-type: none"> <li>d. The Grand Prize Winner will be contacted and further notified of the delivery procedures of the Grand Prize within 6 – 8 weeks from the closing date of the Promotion.</li> <li>e. The Organiser reserves the rights to extend the timelines and change the method of prizes fulfilment stated under this clause at the discretion of the Organiser. The Winners list will be featured in the Organiser’s website: <ul style="list-style-type: none"> <li>i. The Weekly Prize Winners list will be featured every week within 2 – 3 weeks from the closing date of each week of the Promotion.</li> <li>ii. The Grand Prize Winner list will be featured within 4 – 6 weeks from the closing date of the Promotion.</li> </ul> </li> <li>f. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.</li> <li>g. 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.</li> <li>h. 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.</li> <li>i. 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 costs.</li> </ul>
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*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <https://www.nescafe.com/my/our-campaigns/peraduan-qawai-kaamatan-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 Promotion (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 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:

- (b) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
- (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.

5.2 In addition, the Organiser reserves the right to disqualify any Participant that:

- (a) undermines, has or attempted to undermine the operation of the Promotion by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.

5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

#### **6. Prizes**

6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.

6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.

6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.

6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor and/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 eighteen (18) years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

**7. Publicity**

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Promotion (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

**8. Intellectual Property Rights**

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Promotion and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

**9. Indemnity**

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages

(including special, indirect and consequential damages) arising from or incurred as a result of the Participant's participation in the Promotion, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions.

## **10. Limitation of Liability**

- 10.1 The Participant's participation in the Promotion shall be at the Participant's own risk.
- 10.2 The Organiser, Nestlé Malaysia Group, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Promotion, as well as the redemption and/or utilisation of any Prize won.

## **11. General**

- 11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Promotion and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.
- 11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Promotion, in particular that relates to the Prize, are the properties of their respective owners. This Promotion and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies.
- 11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
- 11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Promotion.
- 11.5 Where the Terms and Conditions of the Promotion is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 11.6 The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

- 12.1 By participating in the Promotion, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in [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 mengikut Notis Privasi di [https://www.nestle.com.my/info/privacy\\_policy/privacy\\_bm](https://www.nestle.com.my/info/privacy_policy/privacy_bm).