



## BUY NUTREN & REDEEM EWALLET PROMOTION

### TERMS AND CONDITIONS

#### A: Schedule to Conditions of Entry

<b>Organiser</b>	Nestlé Products Sdn. Bhd. [45229-H]
<b>Promotion</b>	<b>BUY NUTREN &amp; REDEEM EWALLET PROMOTION</b>
<b>Promotion Period</b>	The Promotion starts at 00:00:00 on <b>1 May 2023</b> and closes at 23:59:59 on <b>30 June 2023</b> .
<b>Eligibility</b>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period.
<b>Entry Method</b>	<p>a. To participate in the Promotion, purchase a minimum of 3 TINS of any participating NUTREN 800g or 850g range ["Minimum Purchase"] of any Products in a single original receipt from participating and online outlets as stated in Promotion Website which exclude e-commerce platforms like Lazada, Shopee and such other similar platforms during the Promotion Period ["Receipt"].</p> <p>i. The Receipt can come in the form of printed receipts from point-of-sale systems, hand-written receipts and/or e-receipts for online purchases. However, 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. Participant may only redeem one [1] e-Wallet regardless of any amount purchased in excess of the Minimum Purchase in a single Receipt.</p> <p>ii. The Receipt must also bear the Receipt number, name and quantity of Products purchased, date of purchase and/or other details as may be necessary ["Receipt Details"].</p> <p>iii. The participating NUTREN products are as per listed below ["Products"]:</p> <ul style="list-style-type: none"><li>- NUTREN OPTIMUM 800g</li><li>- NUTREN OPTIMUM 2x800g Free 400g Bundle Box</li><li>- NUTREN FIBRE 800g</li><li>- NUTREN FIBRE 2 x 800g SAVE RM6 Bundle Box</li><li>- NUTREN Junior 850g</li><li>- NUTREN Junior 2x 850g SAVE RM12 Bundle Box</li><li>- NUTREN JNR TP3(2x850g)PRThermosFoodJarMY</li><li>- NUTREN JNR TP 3(2x850g+400g)PR400gFreeMY</li><li>- NUTREN UTUK DIABETIK 800g</li></ul>

	<ul style="list-style-type: none"> <li>- NUTREN UNTUK DIABETIK 800g Twin Pack Save RM10</li> <li>- NUTREN UNTUK DIABETIK 800g Twin Pack FOC 400g</li> </ul> <p>b. The Promotion submission method is via <a href="https://www.dearnestle.com.my/nutren-buy3redeem30">https://www.dearnestle.com.my/nutren-buy3redeem30</a> ["Promotion Website"] only. Each unique identification number is ONLY eligible for one entry submission. The Organiser shall reserve the right to disqualify any entries with reprinted Receipt and/or duplicated Receipt and/or containing more than one [1] Receipt.</p> <p>c. To submit entries via Promotion Website:</p> <ul style="list-style-type: none"> <li>i. Visit the Promotion Website and complete the web form or scan the QR code shown on the communication materials at participating instore and online outlets (excluding e-commerce platforms like Lazada, Shopee and such other similar platforms).</li> <li>ii. Complete all the required personal details and resident state in the web form provided on the Promotion Website.</li> <li>iii. Snap one [1] clear and legible 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. Please refer to the Image examples shown in the Promotion FAQ on the Promotion Website.</li> <li>v. Upload the Image on the web form and submit ["Entry"].</li> <li>vi. The Organiser will reply with an auto-reply acknowledgment message via the Promotion Website upon each entry received.</li> </ul> <p>d. Each Receipt is ONLY eligible to one [1] submission only. The Organiser shall reserve the right to disqualify any Entries with reprinted Receipt and/or duplicated Receipt and/or images containing more than one [1] Receipt.</p> <p>e. The Organiser will process all Entries received for further processing. Unclear images, illegible and incomplete Entries will be disqualified without further notification to the Participants for such disqualified Entries.</p> <p>f. 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 forfeiture.</p>
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	<p>g. The Redemption is limited to the first four thousand [4,000] qualified Entries received throughout the Promotion Period. In the event the total four thousand [4,000] of combined e-Wallet Redemptions completely redeemed in the Organiser’s absolute discretion, the Organiser will update the status in the Promotion Website</p>
<b>Entry Deadline</b>	All entries must be received by the Organiser on or before 23:59:59 on <b>30 June 2023</b> .
<b>Redemption details</b>	<p>a. The Redemption is limited to the first four thousand [4,000] qualified Entries received throughout the Promotion Period. In the event the total four thousand [4,000] of combined e-Wallet Redemptions are completely redeemed, the Organiser will update the status in the Promotion Website.</p> <p>b. For each qualified Entry received, the Participant may only redeem one [1] e-Wallet regardless of any amount purchased in excess of the Minimum Purchase in a single Receipt. <b>For example:</b> If a Participant A purchases 3 tins of Products in a single Receipt during the Promotion Period, he/she is entitled to redeem one [1] e-Wallet only. If a Participant B purchases 5 tins of Products in a single Receipt during the Promotion Period, he/she is also entitled to redeem one [1] e-Wallet only and excess purchase shall be forfeited.</p> <p>c. Each Participant [by unique identification number as per submission] may only redeem up to a maximum of <b>one [1]</b> e-Wallet throughout the Promotion Period.</p> <p>d. Participants residing in <b>Peninsular Malaysia:</b> The Organiser’s service provider will send the codes for Touch ‘n Go eWallet Reload PIN to the qualified Participants via the Promotion Official WhatsApp Number at +6016-673 6390 to mobile numbers of all the verified and successful Participants within fifteen [15] working days from the Entry submission.</p> <p>e. Participants residing in <b>Sabah/Sarawak:</b> The Organiser’s service provider will send the codes for Boost Credit Redemption Code to the Participants via the Promotion Official WhatsApp Number at +6016-673 6390 to mobile numbers of all the verified and successful Participants within fifteen [15] working days from the Entry submission.</p> <p>f. All unclaimed e-Wallet 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>g. All Participants must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet credit[s]. The following are the terms and conditions of the vendors:</p> <ul style="list-style-type: none"> <li>- Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms &amp; Conditions; <a href="https://www.touchngo.com.my/assets/pdf/user-tnc.pdf">https://www.touchngo.com.my/assets/pdf/user-tnc.pdf</a></li> <li>- Usage of the Boost Credit Redemption Code is subject to Axiata Digital eCode Sdn Bhd Terms &amp; Conditions; <a href="https://www.myboost.com.my/terms/">https://www.myboost.com.my/terms/</a></li> </ul> <p>h. The Organiser will not be held responsible if any of the e-Wallet cannot be delivered or deployed to the Participants due to any change, error and/or difference in the mobile contact number submitted to the Organizer during Promotion Entry submission.</p> <p>i. The Organiser reserves the right at its absolute discretion to extend the timeline of e-Wallet delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the e-Wallet[s] to the Participant[s]. All unclaimed e-Wallet[s] after <b>30 September 2023</b> will be forfeited.</p>
<b>Prizes</b>	<p>The Redemption e-Wallets are divided into two [2] categories as below:</p> <ul style="list-style-type: none"> <li>a. Participants residing in <b>Peninsular Malaysia</b>: One [1] RM30 Touch 'n Go eWallet Reload PIN.</li> <li>b. Participants residing in <b>Sabah/Sarawak</b>: One [1] RM30 Boost Credit Redemption Code.</li> </ul>
<b>Prize Claim Date</b>	By <b>30 September 2023</b> or such other extended period as the Organizer deems necessary.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, 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.
- 2.4 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. Disqualification**

- 4.1 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.
- 4.2 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.
- 4.3 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.

## **5. Prizes**

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.

- 5.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 5.7 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.

## **6. 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.

## **7. 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.

## **8. 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,

## **9. Limitation of Liability**

- 9.1 The Participant's participation in the Promotion shall be at the Participant's own risk.
- 9.2 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.

## **10. General**

- 10.1 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.

- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **11. Privacy Notice**

- 11.1 By participating in the (Campaign/Contest), the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).
- 11.2 Dengan menyertai [Kempen/Peraduan], Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).