



Good food, Good life

Facing
NESTLÉ OMEGA PLUS 30 Day Challenge 2023

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966) ["the Organiser"]
Promotion	Nestlé Omega Plus 30 Day Challenge 2023 ["Challenge"]
Promotion Period	The Challenge starts at 00:00:00 on 24 February 2023 and closes at 25:59:59 on 30 June 2023.
Eligibility	1) The Challenge is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
Entry Method	<p><u>ONLINE FORM SUBMISSION</u></p> <ol style="list-style-type: none">To participate in the Challenge, purchase participating NESTLÉ OMEGA PLUS products as listed below ("Products") worth a minimum of Ringgit Malaysia Twenty (RM20.00) ("Minimum Value") in a single receipt ("Proof of Purchase") at any participating outlet in-store or online issued within the Promotion Period.The list of participating Products are:<ol style="list-style-type: none">NESTLÉ OMEGA PLUS Plain Milk Powder (150g, 600g, 660g, 1kg, 1.1kg);NESTLÉ OMEGA PLUS Dark Choc Milk Powder (550g, 900g);NESTLÉ OMEGA PLUS Milk with Oats (10 packets);NESTLÉ OMEGA PLUS UHT Plain (200ml, 6x200ml); andNESTLÉ OMEGA PLUS UHT Dark Choc (200ml, 6x200ml)Take a clear photo of the Proof of Purchase indicating the Product(s), values, receipt number, date and outlet, fill up all the data fields in the Challenge entry form at (https://www.registration.nestle.com.my/cabaran-30-hari-nop), upload the photo of the Proof of Purchase and submit.Upon successful Proof of Purchase verification, participant will receive one (1) BookDoc application activation code within seven (7) working days from submission date via WhatsApp from the number 013-6928572.The Organiser does not accept alteration of Proof of Purchase in any form. Official receipt from in-store or online store will be accepted as Proof of Purchase.

Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.

6. This Challenge is limited to the first 5000 successful sign ups through the Challenge entry form.
7. This Challenge is not recommended for pregnant or lactating women.

BOOKDOC APPLICATION REGISTRATION

To take part in the Challenge after receipt of the BookDoc application activation code, Participants are required to:

1. Download the BookDoc application ("BookDoc App") for free from App Store or Google Play store and register for a BookDoc account. For existing BookDoc App users, proceed to step 2.
2. Upon registration or log in - on the BookDoc App home page, click on the NESTLÉ OMEGA PLUS 30 Day Challenge banner and sign up for the Challenge. Enter the unique Activation Code received via WhatsApp.
3. Complete the NESTLÉ OMEGA PLUS 30 Day Challenge registration on BookDoc App.
4. To redeem the 1st free Lipid Test Code, which will entitle participant to one (1) lipid profile test with any participating outlet of BP Healthcare Group, visit the 'My Test' tab on the BookDoc App and swipe to display code. The Lipid Test Code must be used within 5 days of swiping, and last day to swipe for the Lipid Test Code is 10 May 2023 as indicated on the Bookdoc App. Participant will need to fast (not have any food and only drink water) for at least 8 hours before the lipid profile test or may be rejected. If participant is deemed to not be in a suitable condition by the clinic to undertake the lipid test on such selected date, participant may return on a new date provided that such new date is within 5 days of swiping of the Lipid Test Code.

In the event the Lipid Test Code is not redeemed within 5 days after swiping, such will lapse and participant will not be issued with a new code and consequently will be ineligible to participate in the Challenge.

The list of participating BP Healthcare Group outlets is available at <https://group.bphealthcare.com/outlets/>

5. Visit your chosen BP Healthcare Group outlet, provide the Lipid Test Code, and complete the lipid profile test. Participants will be asked to provide proof of identity at BP Healthcare Group outlet matching the details on BookDoc App. Participants will be informed and provide consent on the BookDoc App for their lipid test results will be made available on BookDoc App by BP Healthcare Group for the purposes of this Challenge and up to 2 months after Promotion Period end date. Results will be made available on BookDoc App in five (5) working days at the 'My Test' tab.
6. Only Participants with borderline or high LDL results will receive one (1) NESTLÉ OMEGA PLUS 5-day Starter Kit comprising of:

	<p>a) One (1) NESTLÉ OMEGA PLUS plain powder (150g) b) Four (4) NESTLÉ OMEGA PLUS milk with oat sachets (42g) c) Two (2) NESTLÉ OMEGA PLUS dark chocolate powder sticks (32g) and be eligible to continue with the Challenge.</p> <p>7. Participants who have healthy cholesterol results are not eligible to continue the Challenge and will instead receive a RM25 Shopee voucher code via pop-up message on the BookDoc App. Pop-up message will be visible once lipid profile test results are released on the BookDoc App. Shopee voucher code redemption process is available at https://help.shopee.com.my/portal/article/78692-%3Cem%3EVouchers%3C%2Fem%3E]-%3Cem%3EHow%3C%2Fem%3E-do-l-%3Cem%3Euse%3C%2Fem%3E-a-%3Cem%3Evoucher%3C%2Fem%3E-code?previousPage=search%20results%20page and for any technical issues, please contact Shopee Customer Service as indicated in the link.</p> <p>8. Eligible Participants have 5 days to start the Challenge and will have to complete a simple questionnaire on the BookDoc App.</p> <p>9. Participants are required to upload 2 photos per day of their NESTLÉ OMEGA PLUS drink, throughout the 30 days, to be counted as a Finisher and to be eligible for the second Lipid Test Code (total 60 photos). Each photo must include any of the participating Products packaging e.g. glass of NESTLÉ OMEGA PLUS with packaging next to it or a pack of NESTLÉ OMEGA PLUS UHT and photos cannot be repeated. After the 30th day of the Challenge, Participants can no longer edit their photo submissions and photos will go through verification to ensure validity. If any 1 of the 60 photos do not pass the requirements, Participant will be disqualified.</p> <p>10. 30 days from the Challenge effective start date, another one (1) Lipid Test Code will be given to participants who successfully uploaded a total of 60 eligible photos, which will entitle the participant to one (1) lipid profile test with any participating outlet of BP Healthcare Group. Visit the ‘My Test’ tab on the BookDoc app to see the Lipid Test Code, which must be used within 7 days from completion of individual Challenge. Visit your chosen BP Healthcare Group outlet, provide the Lipid Test Code, and complete the lipid profile test. Participants will be asked to provide proof of identity at BP Healthcare Group outlet matching the details on BookDoc App. Participants will be informed and provide consent on the BookDoc App for their lipid test results will be made available on BookDoc App by BP Healthcare Group for the purposes of this Challenge and up to 2 months after Promotion Period end date. Results will be made available on BookDoc App in five (5) working days at the ‘My Test’ tab.</p>
Entry Deadline	<p>1) Online Form Submission All Entry(ies) must be received by the Organizer on or before 23:59:59, 7th May 2023. Any Entry received after this date shall be automatically disqualified.</p> <p>2) BookDoc Appl Registration All BookDoc Registration should be done on or before 23:59:59, 10th May 2023. Any Registration after this date/time shall be automatically disqualified.</p> <p>3) 1st Lipid Profile Test 1st Lipid Test should be done within 5 days of swiping for the Lipid Test Code on the BookDoc App and on or before 14th May 2023.</p>

	<p>Code will not be valid after this date.</p> <p>4) 2nd Lipid Profile Test</p> <p>2nd Lipid test should be done within 7 days of completion of individual Challenge. Code will not be valid after this date.</p>
<p>Judging Details and Prizes</p>	<p>Completion Rewards:</p> <p>General Finisher Prizes</p> <p>Every participant who completes the Challenge will receive NESTLÉ goodies worth minimum RM 80. The Challenge is deemed completed when:</p> <ul style="list-style-type: none"> ▪ Participant uploads 2 photos per day of their NESTLÉ OMEGA PLUS drink, throughout the 30 days (total 60 photos) and fulfilling the requirements of including NESTLÉ OMEGA PLUS packaging e.g. Glass of NESTLÉ OMEGA PLUS with packaging next to it or a pack of NESTLÉ OMEGA PLUS UHT; and ▪ completing the 2nd Lipid Profile Test within 7 days of completion of individual Challenge. <p><u>Two (2) x Grand Prize Winners</u></p> <p>Domestic Travel Voucher worth up to RM 5,000 each.</p> <ul style="list-style-type: none"> ▪ Travel Package has no cash value and shall only be valid for domestic travel reservation. ▪ Reservation shall be made within the voucher validity date. Booking shall be subject to availability. Usage of the travel voucher is subject to terms & conditions of the travel agency which will be printed at the back of the voucher. Winner is advised to lock in any travel dates (within the Voucher validity date) at least 4 weeks prior to departure. No changes are allowed once reservation is confirmed ▪ Peak season surcharge and additional costs may apply and shall be borne by the winner. <u>Any unused amount will be forfeited.</u> <p><u>Hundred (100) x Consolation Prize Winners</u></p> <p>Sports voucher worth of RM 500 each. Winner may select one (1) Voucher from the below shops:</p> <ul style="list-style-type: none"> ▪ Al-Ikhsan ▪ Sports Direct ▪ JD Sports <p>Usage of the voucher are subject to term and condition of the voucher issuer which will be printed at the back of the voucher.</p> <p>Judging criteria is based on the management of LDL levels.</p> <p>Participants who managed to reduce their LDL levels will be allocated serial numbers. Refer to 'Winner Selection' below for further details.</p>

<p>Winner Selection</p>	<p>1) GRAND PRIZE – 2x Domestic Travel Vouchers worth up to RM 5,000 each.</p> <p>There are two [2] x Domestic Travel Vouchers worth RM 5,000 to be won throughout the Promotion Period.</p> <p>As part of the shortlisting winners’ selection process, the Organiser will allocate serial numbers for each participation who manage to lower their cholesterol level throughout the Promotion Period [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>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 the Total Qualified Entries received throughout the Promotion Period is 2500, the Organiser will compute and select the shortlisted winners based on the following example:</p> <p>Total Qualified entry ÷ Number prize allocation = <u>winning serial number*</u></p> <p>2500 ÷ 2 = <u>1250*</u></p> <p>In the event the computed number derived is with decimal value, the number will be rounded down.</p> <p>The shortlisted winner is the 1250* serial number entry and the subsequent serial number with the multiplication of 1250, i.e. 2500 serial number entry.</p> <p>Total of <u>2 winners</u> will be selected at the end of the Promotion Period.</p> <p>2) CONSOLATION PRIZE – 100 x Sports Vouchers worth RM500 each.</p> <p>There are hundred [100] x Sports Vouchers worth RM500 to be won throughout the Promotion Period.</p> <p>As part of the shortlisting winners’ selection process, the Organiser will allocate serial numbers for each participation who manage to lower their cholesterol level throughout the Promotion Period [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>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 the Total Qualified Entries received throughout the Promotion Period is 2500 and Grand Prize winners’ winning entries is 1, the Organiser will compute and select the shortlisted</p> <p>winners based on the following example: (2500-1) ÷ 50 = <u>49.98*</u></p> <p>In the event the computed number derived is with decimal value, the number will be rounded down.</p> <p>E.g. if the computed number is 49.98, the number will be rounded down to 49.</p>

	<p>The shortlisted winner is the 49* serial number entry and subsequent serial numbers with the multiplication of 49. Example of the shortlisted winning serial numbers; 49*, 98*, 147*, 196*, 245* and so forth up to hundred serial number</p> <p>Total of <u>100 winners</u> will be selected at the end of the Promotion Period.</p>
<p>Prize Claim/Delivery Date</p>	<ol style="list-style-type: none"> 1. All Prizes will be processed for delivery to the winners via courier service as below: <ol style="list-style-type: none"> a. Completion Rewards: Within 6 to 8 weeks after the participant’s finishing date. b. Grand Prize and Consolation Prize: 6 to 8 weeks after end of Promotion Period date; 30th June 2023. 2. 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. 3. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Challenge 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. 4. 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. 5. 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.
<p>Additional terms</p>	<ol style="list-style-type: none"> 1. Each participant may throughout the Promotion Period win: <ol style="list-style-type: none"> I. One [1] Completion reward and II. One [1] Consolation Prize or one (1) Grand Prize 2. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment. 3. The Organiser will contact all Winners for the preferred delivery method. 4. Winners Result Ad will be featured within 6 – 8 weeks from the closing date of the Challenge in the Organiser’s website: https://www.dearnestle.com.my/cabaran-30-hari-nop

	<p>5. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.</p> <p>6. 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>7. Participant may contact BookDoc customer service support directly at 1300-88-2362 or care@bookdoc.com for technical support.</p>
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This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.dearNestlé.com.my/> 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 Challenge (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 Organizer 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 Challenge in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Challenge will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organizer’s decision on all matters relating to the Challenge including judging and selection of winners will be final, binding, and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Challenge Entries

- 2.1 By submitting an entry to the Challenge, 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 Challenge, 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 Challenge shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organizer shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organizer 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 Organizer), from their parents/legal guardians before participating in the Challenge and submitting any personal information.
- 3.2 The Organizer may require a Participant to provide proof of eligibility to participate in the Challenge 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:
- (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.
- 4.2 In addition, the Organizer reserves the right to disqualify any Participant that:
- (a) undermines, has, or attempted to undermine the operation of the Challenge by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Challenge for verification by Organizer when requested.
- 4.3 In the event of a disqualification after a Prize has been awarded, the Organizer 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 Organizer, 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 Organizer 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 Organizer.
- 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 Participant.
- 5.4 All Prizes must be taken according to the terms and conditions of the Organizer, its agent sponsor or third party providing the Prizes.
- 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 Organizer 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 Organizer 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 Organizer may use a Participant's entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Challenge (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Challenge of any goods or services of the Organizer, 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 Organizer.

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 Challenge and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to, and owned by the Organizer. The Organizer 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 Organizer, 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 Challenge, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Challenge or violation of the Terms and Conditions.

9. Limitation of Liability

9.1 The Participant's participation in the Challenge shall be at the Participant's own risk.

9.2 The Organizer, 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 Challenge, as well as the redemption and/or utilization of any Prize won.

10. General

10.1 The Organizer, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Challenge and the Terms and Conditions where they are unable to do so because 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 Contextual materials) in connection with this Challenge, that relates to the Prize, are the properties of their respective owners. This Challenge and the Organizer are not

affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organizer'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 Organizer 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 Organizer.
- 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 Challenge.
- 10.5 Where the Terms and Conditions of the Challenge 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 Challenge shall be construed, governed, and interpreted in accordance the laws of Malaysia.

11. Privacy Notice

- 11.1 By participating in the “**NESTLÉ OMEGA PLUS 30 DAY CHALLENGE**” challenge, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in https://www.Nestlé.com.my/info/privacy_notice
- 11.2.1 Dengan menyertai **CABARAN 30 HARI NESTLÉ OMEGA PLUS**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.Nestlé.com.my/info/privacy_notice