



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966).																																																
2. <u>Promotion:</u>	PERADUAN NESCAFÉ X MOBILE LEGENDS: BANG BANG MINUM & MENANG.																																																
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 01/09/2023 and closes at 23:59:59 on 31/10/2023.																																																
4. <u>Eligibility:</u>	The Promotion is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period. The Organiser shall reserve the right to request for evidence of identification documents.																																																
5. <u>Participating Products</u>	a. The participating NESCAFÉ products are as per listed below (“Products”): <table border="1" data-bbox="555 1025 1321 2016"><thead><tr><th colspan="2">PARTICIPATING NESCAFÉ PRODUCTS</th></tr></thead><tbody><tr><td>1</td><td>NESCAFÉ ORIGINAL CAN 24X240ML</td></tr><tr><td>2</td><td>NESCAFÉ MOCHA 24X240ML</td></tr><tr><td>3</td><td>NESCAFÉ LATTE CAN 24X240ML</td></tr><tr><td>4</td><td>NESCAFÉ TARIK CAN 24X240ML</td></tr><tr><td>5</td><td>NESCAFÉ TARIK CAN 4(6x240ML)</td></tr><tr><td>6</td><td>NESCAFÉ ICE CAN 24 X 240ML</td></tr><tr><td>7</td><td>NESCAFÉ KOPI-O CAN 24x240ML</td></tr><tr><td>8</td><td>NESCAFÉ CHAM 24X240ML</td></tr><tr><td>9</td><td>NESCAFÉ KOPI-C 24X240ML</td></tr><tr><td>10</td><td>NESCAFÉ ICED CAPPUCCINO 500ML</td></tr><tr><td>11</td><td>NESCAFÉ ICED CAFFE LATTE 500ML</td></tr><tr><td>12</td><td>NESCAFÉ ICED CHOCOCINO 500ML</td></tr><tr><td>13</td><td>NESCAFÉ ORIGINAL CAN 4(6X240ML)</td></tr><tr><td>14</td><td>NESCAFÉ MOCHA CAN 4(6X240ML)</td></tr><tr><td>15</td><td>NESCAFÉ LATTE CAN 4(6X240ML)</td></tr><tr><td>16</td><td>NESCAFÉ DAIRY FREE OAT 225ML</td></tr><tr><td>17</td><td>NESCAFÉ DAIRY FREE ALMOND 225ML</td></tr><tr><td>18</td><td>NESCAFÉ DAIRY FREE ALMOND 1L</td></tr><tr><td>19</td><td>NESCAFÉ LATTE CARAMEL 24X20X25G</td></tr><tr><td>20</td><td>NESCAFÉ LATTE CARAMEL 36X5X25G</td></tr><tr><td>21</td><td>NESCAFÉ LATTE HAZELNUT 24X20X24G</td></tr><tr><td>22</td><td>NESCAFÉ LATTE MOCHA 24X15X31G</td></tr><tr><td>23</td><td>NESCAFÉ LATTE MILK TEA 24X15X25G</td></tr></tbody></table>	PARTICIPATING NESCAFÉ PRODUCTS		1	NESCAFÉ ORIGINAL CAN 24X240ML	2	NESCAFÉ MOCHA 24X240ML	3	NESCAFÉ LATTE CAN 24X240ML	4	NESCAFÉ TARIK CAN 24X240ML	5	NESCAFÉ TARIK CAN 4(6x240ML)	6	NESCAFÉ ICE CAN 24 X 240ML	7	NESCAFÉ KOPI-O CAN 24x240ML	8	NESCAFÉ CHAM 24X240ML	9	NESCAFÉ KOPI-C 24X240ML	10	NESCAFÉ ICED CAPPUCCINO 500ML	11	NESCAFÉ ICED CAFFE LATTE 500ML	12	NESCAFÉ ICED CHOCOCINO 500ML	13	NESCAFÉ ORIGINAL CAN 4(6X240ML)	14	NESCAFÉ MOCHA CAN 4(6X240ML)	15	NESCAFÉ LATTE CAN 4(6X240ML)	16	NESCAFÉ DAIRY FREE OAT 225ML	17	NESCAFÉ DAIRY FREE ALMOND 225ML	18	NESCAFÉ DAIRY FREE ALMOND 1L	19	NESCAFÉ LATTE CARAMEL 24X20X25G	20	NESCAFÉ LATTE CARAMEL 36X5X25G	21	NESCAFÉ LATTE HAZELNUT 24X20X24G	22	NESCAFÉ LATTE MOCHA 24X15X31G	23	NESCAFÉ LATTE MILK TEA 24X15X25G
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		24	NESCAFÉ LATTE SALTED CARAMEL ICE 24X15X11G	
		25	NESCAFÉ LATTE CHOCO HAZELNUT ICE 24X15X11G	
6. <u>Proof of Purchase:</u>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Six (RM6) (“Minimum Purchase”) of any Products in a single original receipt:</p> <ol style="list-style-type: none"> i. from any instore outlets (“Receipt”) and/or invoice and/or order screenshot from any online platform (“Invoice”) during the Promotion Period, or ii. from Mobile Legends Bang Bang MPL S12 Event at Dewan Sri Putra, Bukit Jalil from 18/08/2023 to 08/10/2023 (“Event Receipt”). <p>b. <u>Instore Outlets Receipt:</u></p> <ol style="list-style-type: none"> i. The Receipt can come in the form of printed receipts from point-of-sale systems and/or hand-written receipts for instore outlet purchases. The Receipt must bear the name and/or logo of the outlet at which the purchase was made. If this is not available, the Receipt needs to be stamped with the official company’s stamp of the outlet at which the purchase is made. ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount, Receipt number and name and/or logo of the outlet (“Receipt Details”). <p>c. <u>Online Merchants Invoice:</u></p> <ol style="list-style-type: none"> i. The Invoice can be in the form of a screenshot of invoice and/or order for online purchases from any online merchants. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made. For online purchases with promotion codes and/or rebates and/or discount vouchers and/or shipping vouchers and/or any other discounts, the <u>final paid amount of the Products</u> must be the minimum purchase amount and above to be qualified. 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 merchant (“Invoice Details”). <p>d. <u>Event Receipt:</u></p> <ol style="list-style-type: none"> i. The Event Receipt can come in the form of printed receipts from the event organiser, Syncmax Management point-of-sale systems and must be dated during the Event (i.e.: from 18/08/2023 to 08/10/2023). ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount, Receipt number and name and/or Product logo (“Event Receipt Details”). <p>e. <u>Exclusive at PETRONAS:</u> For Participants with purchases from any PETRONAS instore outlets (“PETRONAS Exclusive”), during the Promotion Period will also stand a chance to win additional weekly and bi-weekly prizes. Please refer to Clauses 13 and 14.</p>			

	<p>f. <u>Exclusive at 7-ELEVEN</u>: For Participants with purchases from any 7-ELEVEN instore outlets (“7-ELEVEN Exclusive”), from 04/09/2023 to 29/10/2023 will also stand a chance to win additional weekly prizes. Please refer to Clauses 15 and 16.</p> <p>g. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt, Invoice and/or Event Receipt (“Proof of Purchase”) submitted. For every Ringgit Malaysia Six (RM6), the Organiser will allocate one (1) serial number up to a maximum of fifty (50) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Proof of Purchase has been allocated. Please refer to Clause 10. <u>For example:</u></p> <ul style="list-style-type: none"> - If you purchase RM6.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate one (1) serial number. - If you purchase RM350.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate fifty (50) serial numbers. <p>h. The Contest submission method is via the <u>Promotion Website</u> only. Participants may submit as many Proofs of Purchase as they wish but each Proof of Purchase is ONLY eligible for one (1) entry submission. The Organiser shall reserve the right to disqualify any Proof of Purchase with incomplete details, reprinted, duplicated, illegible, unclear and damage. All Proofs of Purchase that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p>
<p>7. <u>Entry Method:</u></p>	<p>a. <u>Entries submission via Promotion Website:</u></p> <ol style="list-style-type: none"> i. Visit the Promotion Website: https://registration.nestle.com.my/nescafexmlbbcontest or scan the QR code shown on the Product packaging and/or communication materials at participating Outlets. ii. Select the option to participate in the Contest and complete the Contest Web Form. iii. Fill in all the required personal details including a Malaysian registered mobile number compatible with WhatsApp for further communication (“Personal Details”). iv. Snap one (1) <u>clear and legible</u> picture/image in jpg or jpeg or png format of the Proof of Purchase complete with the Proof of Purchase Details (“Image”). v. One (1) Image must contain a picture of one (1) Proof of Purchase only and the Image file must be less than 5MB. vi. Upload the Image on the Contest Web Form and submit (“Entry”). vii. The Organiser will reply with an auto-reply acknowledgment message for each Entry received. <p>b. The Organiser will extract all Entries received for further processing, verification and qualifying. The Organiser shall reserve the right to disqualify</p>

	<p>any Entries with incomplete Personal Details, unclear and/or illegible Images and/or containing more than one (1) Proof of Purchase Images. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p> <p>c. The Organiser shall reserve the right to request for evidence of the original Proof of Purchase (hardcopy) for verification and prize redemption. Failure to produce the original Proof of Purchase upon request will result in disqualification and forfeiture.</p>
<p>8. <u>Entry Deadline:</u></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 31/10/2023. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>9. <u>Weekly Prizes:</u></p>	<p>a. There are one hundred and two (102) Weekly Prizes listed below to be won for each week for eight (8) consecutive weeks.</p> <ol style="list-style-type: none"> i. One (1) Weekly 1st Prize in the form of one (1) ROG 7 Gaming Mobile Phone each. ii. One (1) Weekly 2nd Prize in the form of one (1) OSIM Gaming Chair uThrone V Transformer Series each. iii. One hundred (100) Weekly Consolation Prizes in the form of one (1) e-Wallet Credit of your choice each as listed below, either: <ul style="list-style-type: none"> • One (1) RM50 Touch ‘n Go eWallet Reload PIN or, • One (1) RM50 Boost Credit Redemption Code or, • One (1) RM50 SPayGlobal e-Credit <p>b. There is a total of eight hundred and sixteen (816) 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: 01/09/2023 – 07/09/2023 Week 2: 08/09/2023 – 14/09/2023 Week 3: 15/09/2023 – 21/09/2023 Week 4: 22/09/2023 – 28/09/2023 Week 5: 29/09/2023 – 05/10/2023 Week 6: 06/10/2023 – 12/10/2023 Week 7: 13/10/2023 – 19/10/2023 Week 8: 20/10/2023 – 31/10/2023</p>
<p>10. <u>Judging Details – Weekly Prizes:</u></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 fifty (50) 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 amount purchased as stated in the Proof of Purchase 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</p>

	<p>for the week is 1503, the Organiser will compute and select based on the following:</p> <ol style="list-style-type: none"> i. Selection of one (1) 1st Prize and one (1) 2nd Prize Finalists: $1503 \div 2 = 751.50$. Since dividing 1503 with 2 will result in a number with decimal value, the number 751.50 will be rounded down to 751. The Participant with Qualified Entry bearing the serial number: <ul style="list-style-type: none"> • 751 will be selected as the Weekly 1st Prize Finalist, and • 1502 will be selected as the Weekly 2nd Prize Finalist. ii. Selection of one hundred (100) Weekly Consolation Prize Finalists: $1503 \div 100 = 15.03$. Since dividing 1503 with 100 will result in a number with decimal value, the number 15.03 will be rounded down to 15. The following 100 Participants with Qualified Entries bearing the following serial numbers will be selected: 15*, 30*, 45*, 60, 75 and so forth (*computation example: <u>15</u>, 15+15=<u>30</u>, 30+15=<u>45</u>).
<p>11. <u>Bi-Weekly Grand Prize:</u></p>	<ol style="list-style-type: none"> a. There are one (1) Bi-Weekly Grand Prize in the form of one (1) YAMAHA MT-15 motorbike and one (1) 3000 MOBILE LEGENDS: BANG BANG In-game Diamonds to be won for each bi-weekly for four (4) consecutive bi-weekly periods. b. There is a total of four (4) Bi-Weekly Grand Prizes to be won at the end of the Promotion Period. c. The four (4) bi-weekly periods are as per below: Bi-Weekly 1: 01/09/2023 – 14/09/2023 Bi-Weekly 2: 15/09/2023 – 28/09/2023 Bi-Weekly 3: 29/09/2023 – 12/10/2023 Bi-Weekly 4: 13/10/2023 – 31/10/2023
<p>12. <u>Judging Details –Bi-Weekly Grand Prizes:</u></p>	<ol style="list-style-type: none"> a. As part of the Bi-weekly Grand Prize Finalist selection process, all Qualified Entries collected and processed by the Organiser during the weekly Finalists’ selection process and throughout the bi-weekly schedule will separately be allocated a set of serial numbers starting from serial number “1”. b. Each bi-weekly, the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Total Bi-Weekly Qualified Entries”). Assuming that the Total Bi-Weekly Qualified Entries for the week is 5503, the Organiser will compute and select based on the following: <ol style="list-style-type: none"> i. Selection of one (1) Bi-Weekly Grand Prize Finalist: $5503 \div 2 = 2751.50$. Since dividing 5503 with 2 will result in a number with decimal value, the number 2751.50 will be rounded down to 2751. The Participant with Qualified Entry bearing the serial number 2751 will be selected as the Bi-Weekly Grand Prize Finalist.
<p>13. <u>PETRONAS Exclusive</u></p>	<p><u>PETRONAS EXCLUSIVE WEEKLY PRIZES:</u></p>

<p><u>Weekly & Bi-weekly Prizes:</u></p>	<p>a. There are ten (10) Weekly Prizes in the form of one (1) 899 MOBILE LEGENDS: BANG BANG In-game Diamonds to be won for each week for eight (8) consecutive weeks.</p> <p>b. There is a total of eighty (80) Weekly Prizes to be won throughout the Promotion Period.</p> <p><u>PETRONAS EXCLUSIVE BI-WEEKLY PRIZES:</u></p> <p>c. There is one (1) Bi-Weekly Prize in the form of one (1) OSIM Gaming Chair uThrone S Transformer Series to be won for each bi-weekly for four (4) consecutive bi-weekly.</p> <p>d. There is a total of four (4) Bi-Weekly Prizes to be won throughout the Promotion Period.</p>
<p>14. <u>Judging Details – PETRONAS Exclusive Weekly & Bi-weekly Prizes:</u></p>	<p><u>PETRONAS EXCLUSIVE WEEKLY PRIZES:</u></p> <p>a. To select the Finalists for each week, ALL <u>Qualified Entries with PETRONAS Receipts</u> collected and processed by the Organiser during the Winners’ selection process and throughout each week will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>b. Each week the serial numbers allocated to each <u>Qualified Entries with PETRONAS receipts</u> will be tabulated and added up to derive the total number of Qualified Entries with PETRONAS Receipts (“PETRONAS Total Qualified Entries”). Assuming that the Total PETRONAS Qualified Entries for the week is 201, the Organiser will compute and select the finalists (“Finalist”) to win the prizes based on the following:</p> <p>i. Selection of ten (10) Weekly Prize Finalists: $201 \div 10 = 20.1$. Since dividing 201 with 10 will result in a number with decimal value, the number 20.1 will be rounded down to 20. The following 10 Participants with Qualified Entries bearing the following serial numbers will be selected: 20*, 40*, 60*, 80, 100 and so forth (*computation example: <u>20</u>, $20+20=40$, $40+20=60$).</p> <p><u>PETRONAS EXCLUSIVE BI-WEEKLY PRIZES:</u></p> <p>c. To select the Finalists for each bi-weekly, ALL <u>Qualified Entries with PETRONAS receipts</u> collected and processed by the Organiser during the Winners’ selection process and throughout each bi-weekly will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>d. Each bi-weekly the serial numbers allocated to each <u>Qualified Entries with PETRONAS Receipts</u> will be tabulated and added up to derive the total number of Qualified Entries with PETRONAS Receipts (“PETRONAS Total Qualified Entries”). Assuming that the Total PETRONAS Qualified Entries for the bi-weekly is 501, the Organiser will compute and select the finalists (“Finalist”) to win the prizes based on the following:</p>

	<p>i. Selection of one (1) Bi-Weekly Prize Finalist: $501 \div 2 = 250.5$. Since dividing 501 with 2 will result in a number with decimal value, the number 250.5 will be rounded down to 250. The Participant with Qualified Entry of the week bearing the serial number 250 will be selected as the Finalist.</p>
<p>15. <u>7-ELEVEN Exclusive Weekly Prizes:</u></p>	<p>a. There are ten (10) Weekly Prizes in the form of one (1) RM100 JD Sports Gift Card and one (1) 899 MOBILE LEGENDS: BANG BANG In-game Diamonds to be won for each week for eight (8) consecutive weeks.</p> <p>b. There is a total of eighty (80) Weekly Prizes to be won throughout the Promotion Period.</p>
<p>16. <u>Judging Details – 7-ELEVEN Exclusive Weekly Prizes:</u></p>	<p>a. To select the Finalists for each week, ALL <u>Qualified Entries with 7-ELEVEN Receipts</u> collected and processed by the Organiser during the Winners’ selection process and throughout each week will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>b. Each week the serial numbers allocated to each <u>Qualified Entries with 7-ELEVEN receipts</u> will be tabulated and added up to derive the total number of Qualified Entries with 7-ELEVEN Receipts (“7-ELEVEN Total Qualified Entries”). Assuming that the Total 7-ELEVEN Qualified Entries for the week is 101, the Organiser will compute and select the finalists (“Finalist”) to win the prizes based on the following:</p> <p>i. Selection of ten (10) Weekly Prize Finalists: $101 \div 10 = 10.1$. Since dividing 101 with 10 will result in a number with decimal value, the number 10.1 will be rounded down to 10. The following 10 Participants with Qualified Entries bearing the following serial numbers will be selected: 10*, 20*, 30*, 40, 50 and so forth (*computation example: <u>10</u>, $10+10=\underline{20}$, $20+10=\underline{30}$).</p>
<p>17. <u>Additional Terms:</u></p>	<p>a. The Organiser will contact all selected Finalists via WhatsApp from 6018 388 0131 to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalists will be given one (1) question to answer. The selected Finalists must answer the question posted by the Organiser correctly in order to win the Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.</p> <p>b. Each Participant may throughout the Promotion Period win:</p> <ol style="list-style-type: none"> i. one (1) Weekly Prize of the highest value per week (up to a maximum of two (2) Weekly Prizes); ii. one (1) Bi-Weekly Prize; iii. one (1) PETRONAS Exclusive Weekly Prize; iv. one (1) PETRONAS Exclusive Bi-Weekly Prize and v. one (1) 7-ELEVEN Exclusive Weekly Prize.

- c. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment.
- d. The Winners of the Weekly Grand Prizes will be contacted and further notified of the delivery procedures of their Grand Prize within 6 – 8 weeks from the closing date of the Promotion. Winners 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.
- e. The Weekly 1st Prizes, Weekly 2nd Prizes, PETRONAS Exclusive Bi-Weekly Prize and 7-ELEVEN Exclusive Weekly JD Sports Gift Card Prizes will be delivered via courier within 6 – 8 weeks from the closing date of the Promotion to the address from which the Winners must provide to the Organiser.
- f. Should the Weekly Consolation Prize Winners select Touch 'n Go eWallet Reload PIN or Boost Credit Redemption Code as their prize, the Organiser's service provider will send the codes to the Winner via the Contest Official WhatsApp Number at **6018 388 0131** to the mobile number from which the Organiser received in the Qualified Entries, within 6 to 8 weeks from the closing date of the Promotion.
- g. Should the Weekly Consolation Prize Winners select SPayGlobal e-Credit as their prize, it will be credited to the Winner's NRIC number and the mobile number from which the Organiser received in the Qualified Entries, via the S PAY GLOBAL App within 6 to 8 weeks from the closing date of the Promotion.
- h. All Weekly Consolation Prize Winners must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet Credit Prizes. The following are the terms and conditions of the Contest Prize vendors:
 - i. Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; <https://www.touchngo.com.my/assets/pdf/user-tnc.pdf>
 - ii. Usage of the Boost Credit Redemption Code is subject to Axiata Digital eCode Sdn Bhd Terms & Conditions; <https://www.myboost.com.my/terms/>
 - iii. Usage of the SPayGlobal e-Credit is subject to SiliconNet Technologies Sdn Bhd's Terms & Conditions; <https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html>
- i. The Organiser will not be held liable and responsible if any of the e-Wallet Credit Prizes cannot be delivered or deployed to the winners due to any change or difference in the mobile contact number submitted by the winners to the Organizer during Contest Entry submission.

- j. All Bi-Weekly Prizes, PETRONAS Exclusive Weekly Prizes and 7-ELEVEN Exclusive Weekly Prizes in the form of MLBB codes will be sent within 6 – 8 weeks from the closing date of the Promotion to Winners’ MLBB ID which the Winners must provide to the Organiser. The Organiser will not be held liable and responsible if any of the MLBB Prize codes cannot be delivered to the Winners due to any change and/or difference in the MLBB ID submitted to the Organiser and/or if the Winner is a non-MLBB member. Usage of the MLBB Prizes is subject to MOOTON GAMES Terms & Conditions.
- k. 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 within 6 – 8 weeks from the closing date of the Promotion.
- l. All unclaimed prizes after the deadline set by the Organiser for prize collection will be forfeited.
- m. 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.
- n. 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.
- o. 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.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: <https://registration.nestle.com.my/nescafexmlbbcontest>, 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.
- 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.