



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>	NESCAFÉ X MOBILE LEGENDS: BANG BANG 30 DAYS CHECK IN.																																		
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>Promotion Mechanics:</u>	To win MOBILE LEGENDS: BANG BANG (“MLBB”) Rewards, Participants must complete a set of 30 days of Check In on the NESCAFÉ X MOBILE LEGENDS: BANG BANG 30 DAYS CHECK IN Website during the Promotion Period. For more information please visit: https://registration.nestle.com.my/nescafexmlbbcheckin .																																		
6. <u>Participating Products</u>	<p>a. The participating NESCAFÉ products are as per listed below (“Products”):</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th colspan="2" style="background-color: #cccccc;">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> </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
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		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	
		24	NESCAFÉ LATTE SALTED CARAMEL ICE 24X15X11G	
		25	NESCAFÉ LATTE CHOCO HAZELNUT ICE 24X15X11G	
7. <u>Entry Method:</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 from any instore outlets (“Receipt”) and/or invoice and/or order screenshot from any online platform (“Invoice”) during the Promotion Period.</p> <p>b. <u>Instore Outlets Receipt:</u></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 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.</p> <p>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> <p>c. <u>Online Merchants Invoice:</u></p> <p>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.</p> <p>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> <p>d. The 30 Days Check In method is via the <u>Promotion Website</u> only. Each unique Receipt and/or Invoice is ONLY eligible for one (1) entry submission for one (1) set of 30 Days Check In. The Organiser shall reserve the right to disqualify any Receipts and/or Invoice with incomplete details and/or reprinted, duplicated, illegible, unclear and damaged Receipts and/or Invoice without further notification to the Participants.</p> <p>e. <u>DAY 1 – Submission and Day 1 Check In via Promotion Website:</u></p> <p>i. Visit the Promotion Website: https://registration.nestle.com.my/nescafexmlbbcheckin or scan the QR</p>			

	<p>code shown on the Product packaging and/or communication materials at participating Outlets.</p> <ul style="list-style-type: none"> ii. Select the option to participate in the 30 Days Check In and complete the Check In Web Form. iii. Fill in all the required personal details including your MLBB In Game ID & Server ID and 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 Receipt and/or Invoice complete with the Receipt and/or Invoice Details (“Image”). v. One (1) Image must contain a picture of one (1) Receipt and/or Invoice 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>f. DAY 2 to DAY 30 – Check In via Promotion Website:</p> <ul style="list-style-type: none"> i. Visit the Promotion Website: https://registration.nestle.com.my/nescafexmlbbcheckin 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 30 Days Check In and login using your Mobile Number provided in the Web Form and click Check In. (“Check In”). iii. The Organiser will reply with an auto-reply acknowledgment message for each Check In received. <p>g. The Organiser will extract all Entries and Check Ins received for further processing, verification, qualifying and completion of 30 days Check Ins. The Organiser shall reserve the right to disqualify any Entries with incomplete Personal Details, unclear and/or illegible Images and/or containing more than one (1) Receipt and/or Invoice Images and/or incomplete 30 days Check Ins. All Entries and Check Ins that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p> <p>h. The Organiser shall reserve the right to request for evidence of the original hardcopy Receipt and/or Invoice for verification and prize redemption. Failure to produce the original hardcopy Receipt and/or Invoice upon request will result in disqualification and forfeiture.</p>
<p>8. <u>Entry Deadline:</u></p>	<p>Participants must complete submitting their Receipt and/or Invoice and complete the 30 days Check Ins on or before 23:59:59 on 31/10/2023. All Participants that did not complete their 30 days Daily Check Ins during the Promotion Period will be automatically disqualified.</p>

<p>9. <u>Rewards:</u></p>	<p>a. There are one thousand (1000) sets of MLBB Rewards* worth USD25 each to be won throughout the Promotion Period. <i>*For more information on the MLBB Rewards, please visit: https://registration.nestle.com.my/nescafexmlbbcheckin.</i></p> <p>b. The MLBB Rewards is limited to the <u>first one thousand (1000) Qualified Participants</u> that have completed their set of 30 days of Daily Check Ins on the NESCAFÉ X MOBILE LEGENDS: BANG BANG 30 DAYS CHECK IN Website during the Promotion Period.</p> <p>c. In the event the total one thousand (1000) MLBB Rewards are completely redeemed, the Organiser will update the status in the Promotion Website.</p>
<p>10. <u>Judging Details – Rewards:</u></p>	<p>a. The Organiser will tabulate and totalled the number of Daily Check Ins received for each Qualified Participant according to their Mobile Number and reward the <u>first one thousand (1000) Qualified Participants</u> that have completed their set of 30 days of Daily Check Ins.</p> <p>b. Each Participant (by unique mobile number) may only win one (1) set of MLBB Reward throughout the Promotion Period.</p> <p>c. The MLBB Rewards will be credited by MOOTON GAMES to the Winners' MLBB ID Number and/or the mobile number within 4 – 6 weeks from the closing date of the Promotion. The Organiser and MOOTON GAMES will not be held responsible if any of the MLBB Rewards codes cannot be delivered to the Winners due to any change or difference in the MLBB ID Number submitted to the Organiser. Usage of the MLBB Rewards is subject to MOOTON GAMES Terms & Conditions.</p> <p>d. The Organiser reserves the rights to extend the timelines and change the method of Rewards fulfilment stated under this clause at the discretion of the Organiser. All unclaimed Rewards after the deadline set by the Organiser for Rewards collection will be forfeited.</p> <p>e. The Organiser retains the right to substitute any Rewards with another item of similar value in the event the original Rewards offered is not available.</p>
<p>11. <u>Additional Terms:</u></p>	<p>a. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Promotion or Rewards 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.</p>

	<p>b. The Organizer shall not be liable for any loss or damage that occurs to the Rewards 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.</p>
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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://registration.nestle.com.my/nescafexmlbbcheckin>, 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. Rewards

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

6.2 Rewards 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 Rewards must be taken according to the terms and conditions of the Organiser, its agent, sponsor and/or third party providing the Rewards.

(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 Rewards:**

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 Rewards 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.