

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. Organiser:	Nestlé Products Sdn. Bhd. (19	7901000966).					
2. <u>Promotion:</u>	PROGRAM MINUM & TEBUS MILO 75 TAHUN.						
3. Promotion Period:	a. The Promotion will run on selected days from 25/04/2025 to 27/07/2025. The Redemption Period is divided into 3 (three) phases:						
	PHASE REDEMPTION PERIODS						
	1	25/04/2025 - 25/05/2025					
	2	30/05/2025 - 29/06/2025					
	3	04/07/2025 - 27/07/2025					
4 Eligibility:	 b. The Promotion is exclusively available through instant redemption only. The Organiser will establish Instant Redemption Centres ("IRC") where Participants can immediately redeem their MILO 75th ANNIVERSARY SEPCIAL EDITION Items. Participants have 2 (two) options to redeem from either: i. IRC set up by MILO Promoters in the outlet's vicinity ("IRC"), or ii. IRC set up by MILO Trucks at outlets or selected venues ("IRC-MT"). c. For details on IRC and IRC-MT locations and schedules, please refer to the IRC and IRC-MT Table available on the Organiser's website: https://www.milo.com.my/minum-tebus-milo-2025. d. There are no postal and/or courier redemption. All Forms and proof of purchase received via postal and/or courier will not be entertained and/or returned. 						
4. Eligibility:	The Promotion is open to all individual legal residents of Malaysia aged 18 (eighteen) 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 ("Participant").						
5. Redemption Items:	a. Please refer below for the list of available MILO 75 th ANNIVERSARY SEPCIAL EDITION Items ("Items"):						
	MILO 75 th ANNIVERSARY SEPCIAL EDITION ITEMS						

PHASE	REDEMPTION PERIOD	TIER 1 (30 POINTS)	TIER 2 (50 POINTS)
1	25/04/2025 - 25/05/2025	MILO MUG BAG	MILO ACTIVE BAG
2	30/05/2025 - 29/06/2025	MILO TIN MUG	MILO ORIGAMI TOTE
3	04/07/2025 - 27/07/2025	MILO DINO MUG	MILO HEALING CHAIR

- b. All **Tier 1** Items are available at both IRC and IRC-MT venues. However, **Tier 2** Items are exclusively available at IRC venues only. To redeem **Tier 2** Items, please visit an IRC venue.
- c. The Organiser will determine and display the DAILY quantity of Items available for redemption at each IRC and IRC-MT. Instant redemption is only available while the DAILY allocated stock of Items remains at the respective IRC or IRC-MT.
- d. The Organiser shall reserve the right at its absolute discretion to substitute any of the Item(s) shown on the Form with another Item of similar value, at any time without prior notice. All Item(s) are provided on an "as is" basis and are not exchangeable for credit, other items or voucher in part or in full.

6. **Participating Products:**

Please refer below for the list of participating MILO products ("Products"):

Products:				
	LOGO	PRODUCT CATEGORY	NO	PARTICIPATING PRODUCTS
			1	MILO 3in1 8x33g
			2	MILO Less Sugar 10x27g
			3	MILO Whole Grain Cereal 10x36g
			4	MILO Hi-Fibre 12x30g
				MILO 3in1 14x33g, Percuma Pin 14x33g,
			14+2x33g, 18x33g, 18+3x33g, Jimat RM	
		POWDER & MIXES	5	1.50 18x33g
	With			MILO Original 14x30g, 14+2x30g, 18x30g, 18+3x30g, Jimat RM 1.50
	Healthier Choice Logo		6	18x30g
			7	MILO Intense Dark Chocolate 10x33g
			8	MILO 3in1 26x33g, 30x33g, 30+5x33g
			9	MILO 400g, 400g+50g
			10	MILO 900g, 900g+100g, 1kg
			11	MILO 1.8kg, 1.8kg+200g, 2kg
			12	MILO Hi-Fibre 900g
			13	MILO 400g, 400g+50g
			14	MILO Intense Dark Chocolate Tin 400g

		UHT	15	MILO UHT 125ml	
			16	MILO UHT 200ml	1
			17	MILO CalciumPluz UHT 200ml	1
			18	MILO UHT 1L	1
		CANS & PET BOTTLES	19	MILO Ice Can 240ml	1
			20	MILO Original Can 240ml	
			21	MILO Original 500ml	
			22	MILO Boost 500ml	1
	Without Healthier Choice Logo		23	MILO Kaw Can 240ml	1
		CEREALS	24	MILO Cereal 70g	1
			25	MILO Cereal 150g	
			26	MILO Cereal 300g	1
			27	MILO Cereal Econopack 450g	1
			28	MILO Cereal Bar 23.5g	
		CONFECTIONERY	29	MILO Nuggets Fun Pack 10x15g	Ì
			30	MILO Biscuits Original 104g	Ì
			31	MILO Biscuits Milk 104g	Ì

7. Participation Method:

- a. To participate in the Promotion, purchase any Product(s) from any instore outlet and/or online platform. The packaging of the purchased Product(s) is the required Proof of Purchase ("POP"). To qualify for redemption, the POP must meet the following criteria:
 - i. it must display an expiration date of July 2025 and above, and
 - ii. it must feature the Healthier Choice Logo ("HC Logo"), applicable only to Products listed with the HC Logo in the Participating Products Table above.
- b. There are two (2) ways to redeem the Items. Participants can choose to submit their redemption using either of the following forms:
 - i. Printed Paper Form:

The PROGRAM MINUM & TEBUS MILO 75 TAHUN Redemption printed forms ("Printed Form") are available at the IRC, IRC-MT, participating outlets, or can be printed from the Organiser's website at: https://www.milo.com.my/minum-tebus-milo-2025.

ii. Digital Form:

The QR code to scan for the PROGRAM MINUM & TEBUS MILO 75 TAHUN Redemption digital form application ("Digital Form") is available at the participating IRC, IRC-MT and participating outlets. Participants can scan the QR code using their mobile phones to access the Digital Form.

c. Please refer to the Proof of Purchase & Points Table in the Paper Form and Digital Form ("Forms") for a detailed list of Product **full packaging** required as the POP

- and the points ("Points") awarded for each submitted POP. Products not listed in the Forms are not eligible as participating products in the Promotion.
- d. Participants must complete the Form with the required personal details and enclose the required POP along with sufficient Points to redeem their selected Item(s). Participants may visit the IRC to redeem Tier 1 and Tier 2 Items or IRC-MT to redeem Tier 1 Items. To facilitate the redemption process, Participants must follow the instructions and guidelines provided by the promotion crews and promoters. The Organiser will not tolerate any unacceptable behavior, harassment or misconduct by Participants and reserves the right to deny redemption.
- e. Participants at IRC may redeem a maximum of 1 (one) Item from Tier 1 and 1 (one) Item from Tier 2 per Form. However, Participants at IRC-MT may only redeem 1 (one) Item from Tier 1 per Form. Each completed Form submitted must be accompanied with the sufficient POP and points to redeem for the Item(s). Excess Points submitted will not be returned.
- f. Forms submitted for the redemption at IRC of more than 2 (two) Items and at IRC-MT of more than 1 (one) Item will be disqualified. To redeem additional Items, Participants must complete a new set of Forms.
- g. Each Participant with the same Personal Details may only redeem up to a maximum of 5 (five) Forms per Redemption Period. All Forms will be checked for duplicates based on the Participant's full name and ID number.
- h. At the IRC and IRC-MT, Participants may only redeem 1 (one) Form at a time. If they wish to submit another Form for redemption, they must queue again.
- i. Points accumulated during the Promotion Period are non-transferable and not exchangeable for cash in part or in full. Incomplete, illegible, inaccurate Forms, with incomplete/damaged/dirty POP and or insufficient Points will be disqualified. For the avoidance of doubt, the Organiser may also, disqualify any POP if the Organiser suspects that a Participant submitted a POP which is forged or falsified.
- j. All Item(s) redeemed at the IRC and IRC-MT are non-replaceable once the instant redemption is completed. Participants are encouraged to inspect the condition of their Item(s) at the time of redemption.
- k. All Participants must abide by the terms and conditions of the party(ies) arranging and/or providing for the Item(s) and the terms and conditions attached to the Item(s), if any.

8. Redemption Deadline:

All Forms must be received by the Organiser on the Redemption Periods as stated in the IRC and IRC-MT Table on the Organiser's website. All Forms received outside these Periods will be automatically disqualified.

9. Additional Terms: a. The Organiser reserves the rights to extend the redemption timelines stated under this clause owing to reasons beyond the control of the Organiser. The Organiser reserves the right to change the method of redemption stated under this clause at the discretion of the Organiser. b. The Organiser reserves the rights to disqualify any Participant found or suspected of tampering and/or are abusive during the Instant Redemption submission process or handling. The Organiser also reserves the right to take legal action against any individual involved in fraudulent activities or other actions that may compromise the Redemption process.

This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: https://www.milo.com.my/minum-tebus-milo-2025, 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. Items

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Items in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Items will be dealt with.
- 6.2 Items 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 Items must be taken according to the terms and conditions of the Organiser, its agent, sponsor and/or third party providing the Items.

(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 Items:

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 Items 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.