

## TERMS AND CONDITIONS

### A: Schedule to Conditions of Entry

<b>Organiser</b>	Nestlé Products Sdn. Bhd.
<b>Promotion</b>	REKA CIPTA & MENANG DENGAN MILO TIN
<b>Promotion Period</b>	Contest recruitment starts 12:00:01 on [15 April 2020] until 11:59:99 on [4 May 2020].
<b>Eligibility</b>	Contest is opened to Malaysian residents with a valid MyKad.
<b>Entry Method</b>	<p><b>Submission &amp; Qualifying Criteria</b></p> <p>To enter this contest, participants must submit their entry via Instagram and are required to complete the following steps:</p> <ul style="list-style-type: none"> <li>• <b>Step 1:</b> DIY or do-it-yourself a sports related equipment using MILO Cans (MILO Cans Original, MILO Cans ICE, MILO Cans KAW, MILO Cans Mocha).</li> <li>• <b>Step 2:</b> Snap a photo of your design and upload it on your Instagram account alongside a caption with compulsory hashtags of #MILOCans #StayathomewithMILO and you must tag @milo_malaysia. Submissions must be on your Instagram Feed ONLY and entries via Instagram Stories will be disqualified.</li> <li>• <b>Step 3:</b> First 100 qualified submission wins 1 month supply of MILO Cans (1 carton) &amp; RM 30 Shopee voucher on Nestle Official Account.</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Instagram account must be set to public for the Organiser to view the submission.</li> <li>• Each participant is allowed to submit more than one [1] entry but one Instagram account holder are only allowed to win once.</li> <li>• The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorised access to, or alteration of, user or member communications, or any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical</li> </ul>

	problems or traffic congestion on the Internet and/or websites.
<b>Entry Deadline</b>	DIY WITH MILO Cans contest will be on-going for 3 weeks and the entry deadline for the contest will be at 11:59:59 on 4 May 2019.  All winner announcement will be made by MILO Malaysia Instagram page via Instagram Stories.
<b>Judging details</b>	<b>Winner Evaluation:</b> <b>First 100 qualified submission with compulsory hashtags &amp; tagged @milo_malaysia on Instagram</b> wins 1 month supply of MILO Cans (1 carton) & RM 30 Shopee voucher on Nestle Official Account.  **Winner ages below 18 years old are required to get parental consent in order to claim the prize. The parental consent form is attached the end of this document.
<b>Prizes</b>	Winners will receive 1 month supply of MILO Cans (1 carton) & RM 30 Shopee voucher on Nestle Official Account.
<b>Prize Claim/Delivery Date</b>	Shopee Vouchers will be sent to the winners' email address provided to the Organiser one (1) month after winner announcement was made on MILO Malaysia Instagram page.  MILO Cans supply of 1 month (1 carton) will be sent to the winner's delivery address provided to the Organiser one (1) month after winner announcement was made on MILO Malaysia Instagram page.  All unclaimed prizes after the deadline stipulated by the Organiser will be forfeited. The Organizer reserves the right to postpone the date and place for prizes redemption that has been determined to a later date in the event of any unforeseen circumstances.

*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, collectively "Terms and Conditions", and shall be binding on all participants who participate in this Promotion (hereinafter referred to as "Participants", "Participant", "You", "you", "your").*

## **B: Conditions of Entry**

## **1. Introduction**

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the “Terms and Conditions”. Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Promotion Period, make Prize substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

## **2. Promotion Entries**

- 2.1 By submitting an entry to the Promotion, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Promotion, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Promotion shall be borne by the Participant.
- 2.4 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

## **3. Eligibility**

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Promotion and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

#### **4. 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).

#### **4. 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 Prize(s) 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 Prize(s) must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Prizes.

The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. The vouchers can only be used on the date(s) specified on the ticket.

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.

## **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.

- 12.5 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.
- 12.6 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, You consent for Nestlé Products Sdn. Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”) and service providers, agents and contractors who provide administrative and business support to us and act on our behalf (“Authorised Third Parties”) (collectively “Organiser”, “us”, “we” or “our”) to process your personal information provided in the online entry form for purposes of Promotion. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.
- 12.2 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events or contests organised by the Organiser. Please indicate your option on the form if you agree to the use of your personal information for this purpose.
- 12.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 12.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 12.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).

12.6 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our privacy policy at [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).

12.7 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.

All your written requests or queries should be addressed to:

- Contact: Personal Data Protection Officer
- Address: Nestlé Products Sdn. Bhd., 22-1, 22nd Floor, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara 47810, Petaling Jaya, Selangor.

Or

- Web Form : <https://www.nestle.com.my/contactus>

Or

- Call us : 1-800-88-3433

12.8 Please note the Organiser requires your personal information in order to process your participation in the Promotion, without which we will not be able to process your application.

12.9 For a more detailed description of our privacy practices, please refer to our Privacy Policy at [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy). We reserve the right to update and amend this privacy notice or our privacy policy from time to time.

12.10

## **Notis Privasi**



- 12.11 Dengan menyertai Promosi tersebut, anda telah bersetuju untuk Nestlé Products Sdn. Bhd. dan mana-mana syarikat pegangan, subsidiari atau berkaitannya sebagaimana yang ditakrifkan dalam Akta Syarikat 2016 (“Kumpulan Nestlé Malaysia”) dan pembekal-pembekal perkhidmatan, ejen-ejen dan kontraktor-kontraktor yang memberikan sokongan pentadbiran dan perniagaan kepada kami dan bertindak bagi pihak kami (“Pihak-Pihak Ketiga Lantikan”) (secara kolektif “Penganjur” atau “kami”) memproses maklumat peribadi anda yang dikemukakan dalam borang penyertaan/ atas talian bagi Promosi tersebut. Ini termasuk mendedahkan nama anda kepada masyarakat umum apabila anda menjadi pemenang dalam sesuatu pertandingan atau menyertai acara kami dengan menerbitkan nama, gambar-gambar dan lain-lain maklumat peribadi anda tanpa pampasan untuk tujuan pengiklanan dan publisiti.
- 12.12 Penganjur juga boleh menggunakan maklumat peribadi anda bagi tujuan menghubungi dan menghantar maklumat atau bahan-bahan pemasaran dan promosi mengenai produk kami, perkhidmatan, sampel, apa-apa promosi, acara atau pertandingan yang dianjurkan oleh Penganjur. Sila nyatakan pilihan anda pada borang sekiranya anda bersetuju kepada penggunaan maklumat peribadi anda bagi tujuan ini.
- 12.13 Sekiranya anda bersetuju untuk berkongsi dan mendedahkan maklumat peribadi seseorang yang anda berhasrat untuk merujuk kepada Penganjur, anda mengakui bahawa anda telah mendapatkan persetujuan daripada individu tersebut untuk berkongsi dan mendedahkan maklumat peribadinya kepada kami dan untuk dihubungi oleh kami.
- 12.14 Berkenaan dengan golongan bawah umur atau individu-individu yang tidak layak di bawah undang-undang untuk memberi kebenaran, anda mengesahkan bahawa mereka telah melantik anda untuk bertindak bagi pihak mereka dan untuk bersetuju bagi pihak mereka kepada pemprosesan maklumat peribadi mereka selaras dengan Notis Privasi ini.
- 12.15 Pada masa tertentu Penganjur mungkin melantik Pihak-Pihak Ketiga Lantikan untuk memproses maklumat peribadi anda. Semua Pihak-Pihak Ketiga Lantikan adalah terikat secara kontrak untuk mengambil langkah-langkah yang sewajarnya untuk menyimpan maklumat dengan selamat dan tidak menggunakan maklumat peribadi anda dalam apa jua cara selain daripada yang dinyatakan di sini dan dalam Polisi Privasi kami di [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).
- 12.16 Pihak Penganjur adalah sebuah syarikat global dan maklumat peribadi anda mungkin akan dipindahkan merentasi sempadan. Penganjur akan memastikan bahawa data anda hanya akan dipindahkan ke negara yang mempunyai tahap undang-undang perlindungan data yang sama atau setara, seperti yang dinyatakan dalam Polisi Privasi kami di [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).

12.17 Setakat mana undang-undang terpakai membenarkan, anda mempunyai hak untuk meminta akses kepada, meminta salinan, meminta untuk mengemaskini atau membetulkan, data peribadi anda yang disimpan oleh kami.

Semua permintaan atau pertanyaan bertulis anda hendaklah dialamatkan kepada:

- Hubungi: Pegawai Perlindungan Data Peribadi
- Alamat: Nestlé Products Sdn. Bhd., 22-1, Tingkat 22, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara, 47810 Petaling Jaya, Selangor.

Atau

- Borang Web : <https://www.nestle.com.my/contactus>

Atau

- Hubungi kami : 1-800-88-3433

12.18 Sila ambil perhatian bahawa Penganjur memerlukan maklumat peribadi anda untuk memproses penyertaan anda dalam Promosi tersebut dan tanpa maklumat yang diperlukan, kami tidak akan dapat memproses permohonan anda.

12.19 Untuk penerangan terperinci mengenai amalan privasi kami, sila rujuk kepada Polisi Privasi kami di [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy). Kami berhak untuk mengemaskini dan meminda Notis Privasi ini atau Polisi Privasi kami dari semasa ke semasa.

**PARENT/LEGAL GUARDIAN CONSENT FORM**

**Parent/legal guardian:**

**Name :**

**NRIC/Passport :**

**Address :**

**Contact No. :**

**Minor taking part in the contest/event [“Minor”]:**

**Name :**

**Age :**

**NRIC/Passport (if applicable):**

I, the abovenamed, am the lawful \*parent/legal guardian of the Minor. I confirm that I consent to the Minor participating in the \_\_\_\_\_ *[INSERT NAME OF CONTEST/EVENT]* ["Promotion"] and to receive any prize(s) that \*he/she wins.

I confirm that I have read and understood the terms and conditions of the Promotion made available at *[INSERT AS APPLICABLE]* and undertake to the organiser of the Promotion that both the Minor and I will be bound by the said terms and conditions.

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\*Parent/ Legal guardian signature

Date:

*(\*delete as appropriate)*