



Nestlé®

Good food, Good life

## **TERMS AND CONDITIONS**

### **A. Schedule to Conditions of Entry**

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966].
2. <b><u>Promotion:</u></b>	PERADUAN MILO X PARK SEO-JUN: PENCARIAN KOD RAHSIA.
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 30/09/2022 and closes at 23:59:59 on 03/11/2022.
4. <b><u>Eligibility:</u></b>	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. <b><u>Participation Method:</u></b>	<p>a. To participate in the Promotion, purchase ALL four [4] products with Limited Edition packaging featuring the artist Park Seo-Jun on the packaging as per listed below ["Products"] in <u>a single or a maximum of two [2]</u> original receipts from any instore and online outlets ["Outlets"] during the Promotion Period ["Receipt"].</p> <p>i. MILO Whole Grain Cereal 10 x 36g ii. MILO 3in1 Regular 18 x 33g, iii. MILO Original Stick Pack 18 x 30g, and iv. MILO Less Sugar 10 x 27g.</p> <p>b. The Receipt can come in the form of printed receipts from point-of-sale systems, hand-written receipts and/or e-receipts for online purchases. However, the Receipt must bear the name and/or logo of the Outlet at which the purchase was made. If this is absent, the Receipt needs to be stamped with the official company stamp of the outlet at which the purchase is made.</p> <p>c. The Receipt must also bear the Receipt number, name and quantity of Products purchased, date of purchase and/or other details as may be necessary ["Receipt Details"].</p> <p>d. Only the Limited Edition Products that features the artist Park Seo-Jun on the packaging will have the special QR Code at the back of the packaging. Participants must scan the QR codes to lead to a microsite to watch a Promotion MILO TVC Ad.</p>

	<p>e. Each packaging QR Code will lead the participant to four [4] different MILO TVC Ads. There are two [2] Secret Words in each MILO TVC Ad. In total, Participants must watch four [4] MILO TVC Ads <u>in the order the Products are listed in Clause 5a</u> and spot four [4] sets of Secret Words and form one [1] sentence correctly [“Secret Words Sentence”].</p> <p>f. The Promotion submission method is via the Promotion Website only. To submit entries via Promotion Website:</p> <ol style="list-style-type: none"> <li>i. Visit the Promotion Website and complete the web form at: <a href="http://registration.nestle.com.my/milo-parkseojun">http://registration.nestle.com.my/milo-parkseojun</a> or scan the QR code shown on the communication materials at participating Outlets.</li> <li>ii. Complete all the required personal details [“Personal Details”] and the Secret Words Sentence in the web form provided on the Promotion Website.</li> <li>iii. Snap one [1] <u>clear and legible</u> picture/image in jpg or jpeg or png format [“Image”] of the <u>single or a maximum of two [2] Receipts</u> complete with the Receipt Details.</li> <li>iv. <u>One [1] Image</u> must contain a picture of either <u>one [1] or a maximum of two [2] Receipts</u> only and the Image file must be less than 2MB. For Images with two [2] Receipts, please ensure that all Receipt Details are clear and legible.</li> <li>v. Upload the Image on the web form and submit [“Entry”].</li> <li>vi. The Organiser will reply with an auto-reply acknowledgment message for each Entry received.</li> </ol> <p>g. Participants may submit as many entries as they wish but <b>each unique Receipt is ONLY eligible for one [1] entry submission</b>. The Organiser shall reserve the right to disqualify any entries with reprinted Receipt and/or duplicated Receipt and/or containing more than two [2] Receipt.</p> <p>h. The Organiser will process all Entries received. Incomplete Entries, Entries with the wrong and /or incomplete Secret Words Sentence and unclear Images will be disqualified.</p> <p>i. The Organiser shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and forfeiture.</p>
<p>6. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser on or before 23:59:59 on 03/11/2022. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>7. <b><u>Weekly Prizes:</u></b></p>	<p>a. There is a total of two [2] Weekly Prizes which consists of one [1] Autographed Limited Edition MILO x Park Seo-Jun Tote Bags [random designs] each week for five [5] consecutive weeks.</p>

	<p>b. There is a total of ten [10] Weekly Prizes to be won throughout the Promotion Period.</p> <p>c. The five [5] weekly periods are as per below:  Week 1: 30/09 – 06/10/2022      Week 2: 07/10 – 13/10/2022  Week 3: 14/10 – 20/10/2022      Week 4: 21/10 – 27/10/2022  Week 5: 28/10 – 03/11/2022</p>
<p>8. <b><u>Judging Details – Weekly Prizes:</u></b></p>	<p>a. As part of the Winners selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry each week, throughout the Promotion Period according to the Receipt 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 for the week is <b>401</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of two [2] Weekly Prize Finalists: <math>401 \div 2 = 200.5</math>.</b> Since dividing 401 with 2 will result in a number with decimal value, the number 200.5 will be rounded down to <b>200</b>. The following 2 Participants with Qualified Entries of the week bearing the following serial numbers will be selected: 200* and 400*. [*computation example: <b>200</b>, 200+200=<b>400</b>].</p>
<p>9. <b><u>Additional Terms:</u></b></p>	<p>a. The Organiser’s service provider will contact all selected Finalists via WhatsApp from <b>6018 388 2455</b> 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 via WhatsApp for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win one [1] Weekly Prize only.</p> <p>c. Upon request, all Winners must provide their personal details to the Organiser for prizes fulfilment.</p> <p>d. The Prizes will be delivered to the Winners within 6 – 8 weeks from the closing date of Promotion. The Organiser reserves the rights to extend the timelines and method of fulfilment stated under this clause at the discretion of the Organiser.</p>

	<p>e. All unclaimed Prizes after the deadline set by the Organiser for prize collection will be forfeited. The Organiser reserves the right to substitute any prize for an alternative of equal or greater value.</p> <p>f. All Participants must abide by the terms and conditions of the party[ies] arranging and/or providing for the Prizes and the terms and conditions attached, if any.</p> <p>g. Winners Announcement will be featured within 6 – 8 weeks from the closing date of Promotion on the Organiser’s website: <a href="http://registration.nestle.com.my/milo-parkseojun">http://registration.nestle.com.my/milo-parkseojun</a> and MILO Facebook: <a href="https://www.facebook.com/MiloMalaysia">https://www.facebook.com/MiloMalaysia</a>.</p>
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This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at: <http://registration.nestle.com.my/milo-parkseojun>, 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”).

By participating in the Promotion, you have read and agreed to the **Terms and Conditions** and the processing of your personal information in the **Privacy Notice** attached to the **Terms and Conditions**.

Consumer Services Contact No.: 1800 88 3433.

**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 these 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. Eligibility**

The following groups of persons shall 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:
- (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
  - (b) entries that violate the Terms and Conditions, any applicable laws and/or

regulations.

- 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 The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. 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 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 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 there from 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 [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).