



**Peraduan Kita Kan Malaysia TERMS AND CONDITIONS**

**A: Schedule to Conditions of Entry**

<b>Organiser</b>	Nestlé Products Sdn. Bhd. (197901000966)
<b>Contest</b>	Peraduan Kita Kan Malaysia
<b>Contest Period</b>	The Contest starts at 00:00:00 on 29 <sup>th</sup> August 2021 and closes at 23:59:59 on 30 <sup>th</sup> September 2021.
<b>Eligibility</b>	The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period.
<b>Entry Method</b>	<p>1. To participate in the Contest, purchase any one of the MILO 1.5Kg Limited Edition Tins – Koleksi 2021 (“<b>Products</b>”) within the Contest Period (“<b>Proof of Purchase</b>”).</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>MILO 1.5Kg Limited Edition Tins – Koleksi 2021 Design A</p> </div> <div style="text-align: center;">  <p>MILO 1.5Kg Limited Edition Tins – Koleksi 2021 Design B</p> </div> </div> <p>a) Participants can enter to contest via <b>Instagram</b> or <b>Facebook</b>.  b) Entry via <b>Instagram</b>, Participants are required to:  c) Participants take a photo of MILO 1.5kg Limited Edition Tins - Koleksi 2021 with what is deemed a type of Malaysia Meal. (Nasi Lemak, Roti canai, lontong etc)</p>

- d) Upload the photo taken on your Instagram
- e) Complete the following caption in not more than 25 words in the caption: **MILO sentiasa menjadi gandigan yang terbaik Bersama makanan kegemaran saya kerana....**
- f) Tag **@Milo\_Malaysia** Instagram account and enter the hashtag **#MILOMerdekaMalaysiaDay** and **#TimeforMILO** for every photo uploaded.
- g) set the Participants' Instagram account to 'PUBLIC' mode from the time the photo is uploaded / posted up until the winners of the contest have been announced.
- h) All submissions of photos must be through the Participants' own personal Instagram accounts. Submissions through non-personal Facebook accounts are strictly not allowed and shall be rejected by the Organiser.
- i) Participants MUST ensure that:
  - j) Photo submitted must portray MILO 1.5kg Limited Edition Tins – Koleksi 2021 with Malaysia Food.
  - k) each photo is accompanied by a creative Caption
  - l) the hashtags **#MILOMerdekaMalaysiaDay #TimeforMILO** are included in each of the post submitted; and
  - m) their Instagram profiles are set as “public” from the time the photos are posted/uploaded up till after the winners of the contest have been announced

2. Participation through **Facebook**, Participants are required to:

- a) Participants take a photo of MILO 1.5kg Limited Edition Tins – Koleksi 2021 with what is deemed a Malaysia Meal. (Nasi Lemak, Roti canai, lontong etc)
- b) Upload the photo taken **and** write a **creative caption** under the comment section of the MILO merdeka Contest post via their personal Facebook accounts. Complete the following caption not more than 25 words in the caption: **MILO sentiasa menjadi gandigan yang terbaik Bersama makanan kegemaran saya kerana....**
- c) set the Participants' Facebook account to 'PUBLIC' mode from the time the photo is uploaded / posted up till the winners of the contest have been announced.
- d) Participants MUST ensure that:
  - e) Photo submitted must portray MILO 1.5kg Limited Edition Tins – Koleksi 2021 with Malaysia Food.
  - f) each photo is accompanied by a creative Caption

	<p>g) the hashtags <b>#MILOMerdekaMalaysiaDay #TimeforMILO</b> are included in each of the post submitted; and</p> <p>h) their Facebook profiles are set as “public” from the time the photos are posted/uploaded up until the winners of the contest have been announced.</p> <p>i) All submissions of photos must be through the Participants’ own personal Facebook accounts. Submissions through non-personal Facebook accounts are strictly not allowed and shall be rejected by the Organiser.</p> <p>j) Participants are allowed to submit more than one (1) submission throughout the Contest Period.</p> <p>k) Each Participant will only be entitled for one (1) prize regardless of the number of winning submissions.</p> <p>l) The Organiser shall have the right to automatically disqualify entries that do not comply with any of the conditions set out in paragraph 1 above</p> <p>m) The Organiser shall have the absolute discretion to remove, delete and disqualify any entries that are improper/inappropriate which may include but not limited to submissions that contain any form of profanity or contents that invoke sensitivity</p>
<p><b>Entry Deadline</b></p>	<p>All Entry(ies) must be received by the Organiser on or before 23:59:59 on 30<sup>th</sup> September 2021. Any Entry received outside the Contest Period shall be automatically disqualified.</p> <p>For the weekly submission, the Organiser shall receive the submission of Entries on or before 23:59:59 of the last date of each Contest week as tabulated below.</p>
<p><b>Judging details</b></p>	<p><b>Verification of the Entry</b></p> <ol style="list-style-type: none"> <li>1. A photo of what is deemed to be a type of Malaysian Food paired with MILO 1.5kg LE Tins – Koleksi 2021 visible in the photo</li> <li>2. Creativity showcased in the photo and caption.</li> <li>3. Has hashtag #MILOMerdekaMalaysiaContest #TimeforMILO</li> <li>4. Entries are accepted via personal Facebook or Instagram account only</li> <li>5. Account has been set to public Mode</li> </ol> <p><b>Shortlisted Winners</b></p> <ol style="list-style-type: none"> <li>1. The Organiser will shortlist winners based on the following criteria:</li> </ol>

	<p>a) entries which captures the MILO 1.5kg Limited Edition Tins – Koleksi 2021 in most creative manner;</p> <p>(a) entries which are accompanied by the most creative and interesting caption that is NOT more than 25 words; and</p> <p>(b) the hashtag <b>#MILOMerdekaMalaysiaDay</b> and <b>#TimeforMILO</b> is included for every photo uploaded</p> <p>(c) For participation Via Instagram MUST tag Milo_Malaysia</p> <p>2. Shortlisted winners have to present their receipt as proof of purchase.</p>
<p><b>Prizes</b></p>	<p><b><u>Contest Schedule</u></b></p> <p>A total 100 winning Entry(ies) will be selected per the following schedule:</p> <ul style="list-style-type: none"> <li>• Week 1: 29-Aug-2021 to 04-Sep-2021</li> <li>• Week 2: 05-Sep-2021 to 11-Sep-2021</li> <li>• Week 3: 12-Sep-2021 to 18-Sep-2021</li> <li>• Week 4: 19-Sep-2021 to 25-Sep-2021</li> <li>• Week 5: 26-Sep-2021 to 02-Oct-2021</li> </ul> <ol style="list-style-type: none"> <li>1. The Organiser will announce on a weekly basis, the shortlisted twenty (20) weekly winners via its MILO Facebook page or Instagram within seven (7) days after the end of each contest week during the Contest Period.</li> <li>2. Shortlisted winners must send a "Direct Message" to the Organiser's MILO Malaysia Facebook Page or Instagram to provide their Name, MyKad number, contact details and Proof of purchase to the Organiser for identification, verification, and prize fulfilment purposes.</li> <li>3. All "Direct Messages" by the shortlisted winners must be sent to the Organiser's MILO Malaysia Facebook Page or Instagram within one (1) days from the date the Organiser announces the relevant shortlisted winners ("Response Window"). Failure by any of the shortlisted winners within the relevant Response Window shall automatically be disqualified by the Organiser.</li> </ol>

	<p>4. The Organiser shall not be held responsible for any failure on the part of the shortlisted winners to:</p> <p>(a) receive the Organiser’s weekly announcement on the shortlisted winners; or</p> <p>(b) send the required “Direct Message” to the Organiser within the Response Window.</p> <p>5. Prizes will be send to the given mailing address that is given by the selected winners within ninety (90) days after the contest announcement has been made or after Movement Control Order, whichever is later</p> <p>6. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the prizes which is not the fault of the Organiser.</p>
<p><b>Prize Claim/Delivery Date</b></p>	<p>1) All prizes will be processed for delivery to the winners within six (6) to eight (8) weeks after the Contest end date; on 30<sup>th</sup> September 2021. The Organiser reserves the rights to extend the timelines stated under this clause.</p> <p>2) The prizes must be claimed within three (3) months from the date of the announcement or notice of the claim of the prize whichever is earlier failing which will result in disqualification and forfeiture of the Prizes. The Organiser reserves the rights to extend the timelines stated under this clause.</p> <p>3) In the event there is a manufacturing defect, winner must return the prize to the Organiser at own cost, undamaged and in its original packaging for a replacement within 2 weeks from the delivery date of the Prize failing which the Prize will not be replaced. Organiser shall reserve the right at its absolute discretion to substitute any of the prizes shown with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.</p>

This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at <https://www.milo.com.my/MILO-Tins-Merdeka-Edition> 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 Contest (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 Contest Period, make Prize substitutions, cancel, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).

1.3 The Organiser's decision on all matters relating to the Contest including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

## **2. Contest Entries**

2.1 By submitting an entry to the Contest, 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 Contest, 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 Contest 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 Contest and submitting any personal information.

3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Contest 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 Contest:

- (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 Contest 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 Contest by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Contest 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 Participant.
- 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.
- 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 Contest (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Contest 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 Contest 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 Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

## **10. Limitation of Liability**

10.1 The Participant’s participation in the Contest 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 Contest, 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 Contest 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 Contestal materials) in connection with this Contest, that relates to the Prize, are the properties of their respective owners. This Contest 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 Contest.

11.5 Where the Terms and Conditions of the Contest 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 Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

12.1 By participating in the Peraduan Hari Merdeka dan Hari Malaysia MILO , 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](https://www.nestle.com.my/info/privacy_notice)



12.2 Dengan menyertai Peraduan Hari Merdeka dan Hari Malaysia MILO, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [https://www.nestle.com.my/info/privacy\\_notice](https://www.nestle.com.my/info/privacy_notice)