Terms & Regulations

I, the Guardian / Parent of the Registered Participant agree, personally and on behalf of the Participant

1. This program is known as the MILO Champions Clinic ("Clinic"). The clinic is open to all Malaysians aged 7 years up to 12 years (born between 2008 and 2013 after) only ("Participants").

2. This clinic is specialized for the introduction of sports for Basketball, Netball, Hockey, Athletics, Bowling, Badminton, Futsal and Football.

3. The sports clinic will be held at the court set by Nestlé Products Sdn Bhd ("Organizer"). Venue is different according to the chosen sport. It will start from 6 March 2020 to 26 April 2020 on every weekend. The clinic will be in 8 sessions. The date of each session may vary by sport type and location and may subject to change by the organizer.

4. Registration fee Football or Futsal clinic is RM120.00 (One Hundred Twenty Ringgit Malaysia), RM100.00 (One Hundred Ringgit Malaysia) for Basketball, Netball, Bowling, Hockey, Badminton or Athletics, paid to the Organizer via online transaction at www.milo.com.my.

5. Registered participants will attend 8 sessions, one session per day. The duration of each session is 2-3 hours. All Participants are required to complete all training sessions set for the certificate of Clinic participation.

6. Participation is limited and can only accept the specified quantity of participation specified by location, sport type and suitability of Participants based on, among other things, the health of Participants. It follows the concept of "first come, first served". The registration will be open from 17 February 2020 and will be closed on 5 March 2020 at 5 pm or upon the quantity of entries set by the Organizer for each fully registered group.

7. All Participants will receive 2 MILO® T-shirts and will be distributed at the first Clinic.

8. Each Participant is required to wear MILO® T-shirts throughout the Clinic.

9. All Participants must follow the instructor's instructions relating to the training at all times.

10. Training schedule can be downloaded during registration. Participants are required to attend the Clinic venue 15 minutes before the training begins.

11. Please ensure that Participants are equipped with appropriate sports pants and shoes for adequate training and sufficient supply of drinking water.

12. The Organizer may use Participating Participation including without limitation to photographs, drawings, texts, and other content or information submitted for the purposes of the Clinic (collectively named "Materials"), and the Participant's name, and / or similarity, for advertising, publicity purposes and promotion of any Organizer's goods or services, for an indefinite period worldwide without compensation, and in any media. Participant shall do all things necessary for this purpose if requested by the Organizer.

13. Parents / guardians agree that:

a. Participation in the Clinic is at the risk of Participants, Parents / guardians themselves;

b. they are aware of the risks associated with this Clinic and agree to release, not liable and not prosecute / liable the Organizer, its holding company, subsidiary or related company as stipulated in the Companies Act 2016 ("Nestlé Malaysia Group"), directors, officers, employees, agents, sponsors and / or representatives (including special, indirect and consequential damages) arising out of or incurred as a result of the participation of Participants in the Clinic, including during traveling to and from the Clinic, involving injuries or deaths suffered before, and after this Clinic;

c. fully responsible to Participants on any event / case;

d. authorizes the Organizer to record pictures, audio and visuals of the player, parent / guardian for the purpose of promoting the Clinic in all media including electronic media and websites;

e. must comply with and obey with all rules and regulations, and also agrees to follow any oral directions or instructions given by the Organizer, its employees, representatives or agents;

f. confirm that the Participant is physically fit, prepared or trained to participate in the Clinic and is not recommended not to participate by a qualified medical professional. Participants do not have health-related reasons or problems preventing Participants from participating in the Clinic; and

g. understand that this Clinic involves the risk of self injury, and agrees to be responsible for the health and well-being of current Participants in relation to this Clinic.

Privacy notice

- 1.By participating in the MILO[®] Champions Clinic ("Clinic"), 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 the participant's personal information provided in the entry form for purposes of the Clinic. This includes disclosing participants name to the general public when they participate in our events by publishing their names, photographs and other personal information without compensation for advertising and publicity purposes.
- 3. In the event that you agree to share and disclose personal information of participants 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.
- 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.
- 5. At times the Organiser may retain Authorised Third Parties to process participant's personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use participant's 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.
- 6. The Organiser is a global company and participant's personal information may be transferred across borders. The Organiser will ensure that the country their 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 .
- 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, participant's 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: <u>https://www.nestle.com.my/contactus</u>

Or

- •Call us: 1-800-88-3433
- 8. Please note the Organiser requires participant's personal information in order to process their participation in the Clinic, without which we will not be able to process their application.
- For a more detailed description of our privacy practices, please refer to our Privacy Policy at <u>http://www.nestle.com.my/info/privacy policy</u>. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.
- 10. We may require participants to provide their Sensitive Personal Information (such as data relating to their physical or mental health, including declaration of health) if they apply to participate in the Clinic.

We will only use participant's Sensitive Personal Information for the purposes of the specific Clinic and to advise them on suitable products to suit their current health status and lifestyle.

You have the choice, at any time, not to provide participant's Sensitive Personal Information or to revoke your consent to us processing of their Sensitive Personal Information. However, failure to provide such Sensitive Personal Information or revocation of your consent to process Sensitive Personal Information provided may result in us being unable to process participants participation in the Clinic.