



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966].
2. <u>Promotion:</u>	Peraduan Malaysia Boleh Bersama MILO
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 15/07/2023 and closes at 23:59:59 on 17/09/2023.
4. <u>Eligibility:</u>	The Promotion is open to all individual legal residents of Malaysia aged 18 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.
5. <u>Participating Products:</u>	The participating MILO products are as per listed below ["Products"]: a. MILO ACTIV-GO POWDER 200g, 400g, 1kg, 1.1kg, 1.5kg, 2kg, 2.2kg; b. MILO HI-FIBRE 900g; c. MILO 3in1 8x33g, 18x33g, 18x33g + 3x30g Hi-Fibre, 30x33g; d. MILO Whole Grain Cereal 10x36g; e. MILO Less Sugar 10x27g; f. MILO Hi-Fibre 12x30g; and g. MILO Original 18 x 30g.
6. <u>Participation Method:</u>	a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Twenty [RM20] ["Minimum Purchase"] of any Products in a single original receipt from any instore outlets ["Receipt"] and/or invoice and/or order screenshot from any online platform ["Invoice"] during the Promotion Period. b. <u>Instore Outlets Receipt:</u> i. The Receipt can come in the form of printed receipts from point-of-sale systems and/or hand-written receipts for instore outlet purchases. The Receipt must bear the name and/or logo of the outlet at which the purchase was made. If this is not available, the Receipt needs to be stamped with the official company's stamp of the outlet at which the purchase is made.

	<p>ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount, Receipt number and name and/or logo of the outlet ["Receipt Details"].</p> <p>c. <u>Online Merchants Invoice:</u></p> <p>i. The Invoice can be in the form of a screenshot of invoice and/or order for online purchases from any online merchants. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made. For online purchases with promotion codes and/or rebates and/or discount vouchers and/or shipping vouchers and/or any other discounts, the <u>final paid amount of the Products</u> must be the minimum purchase amount and above to be qualified.</p> <p>ii. The Invoice must also bear the date of purchase, Products purchased, purchase amount, order and/or invoice number, and name and/or logo of the online merchant ["Invoice Details"].</p> <p>d. For Participants with purchases from any LOTUS'S instore outlets ["LOTUS'S Exclusive"], during the Promotion Period will also stand a chance to win additional weekly prizes. Please refer to clause 17 and 18.</p> <p>e. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt and/or Invoice submitted as per below:</p> <p>i. For every minimum purchase of Ringgit Malaysia Twenty [RM20], the Organiser will allocate one [1] serial number.</p> <p>ii. For every Ringgit Malaysia Thirty Five [RM35] and above, the Organiser will allocate two [2] serial numbers.</p> <p><u>For example:</u></p> <ul style="list-style-type: none"> • If you purchase RM34.50 of Products in a single Receipt and/or Invoice during the Promotion Period, the Organiser will allocate one [1] serial number. • If you purchase RM36.50 of Products in a single Receipt and/or Invoice during the Promotion Period, the Organiser will allocate two [2] serial numbers. • If you purchase RM85.50 of Products in a single Receipt and/or Invoice during the Promotion Period, the Organiser will allocate two [2] serial numbers. <p>f. There are two [2] methods to participate in the Promotion which is EITHER via:</p> <p>i. Website; OR</p> <p>ii. WhatsApp.</p> <p>g. Participants may submit as many entries as they wish but each unique Receipt and/or Invoice is ONLY eligible for one [1] entry submission either via Website or via WhatsApp. The Organiser shall reserve the right to disqualify any Entries with reprinted Receipt and/or Invoice and/or</p>
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duplicated Receipt and/or Invoice and/or Images containing more than one [1] Receipt and/or Invoice.

- h. To submit entries via Promotion Website:
- i. Visit the Promotion Website and complete the Web Form at: <https://www.milo.com.my/ms/malaysia-boleh-bersama-milo> or scan the QR code shown on the communication materials at participating Outlets.
 - ii. Complete all the required personal details including the mobile number compatible with WhatsApp ["Personal Details"] in the Web Form provided on the Promotion website.
 - iii. Snap one [1] clear and legible picture/image in jpg or jpeg or png format of the Receipt and/or Invoice complete with the Receipt and/or Invoice Details ["Image"].
 - iv. One [1] Image must contain a picture of one [1] Receipt and/or Invoice only and the Image file must be less than 5MB. Please refer to the Image examples shown in the Promotion FAQ on the Promotion Website.
 - v. Upload the Image on the web form and submit ["Website Entry"].
 - vi. The Organiser will reply with an auto-reply acknowledgment message for each Entry received.
- i. WhatsApp entry participation steps:
- i. Write on the front of the Receipt your full name and identification number ["Personal Details"].
For example: *Aleena binti Ali 950102148588*
 - ii. Snap one [1] clear and legible picture/image of one [1] Receipt complete with your Personal Details and Receipt ["Image"]. One [1] Image must contain only one [1] Receipt.
 - iii. Send "consentWA" via WhatsApp to **6018 322 8831** from any mobile number registered in Malaysia. This is to provide your consent to submit via WhatsApp application from the above stated WhatsApp number. You will only have to provide us your consent once.
 - iv. Once you have provided your consent, you may proceed to submit your Image to **6018 322 8831** ["WhatsApp Entry"].
 - v. The Organiser will send an auto-reply acknowledgment message for the first WhatsApp Entry received by each mobile number only.
- j. The Organiser will extract all Website and WhatsApp Entries ["Entries"] received for further processing. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser. Unclear images, illegible and incomplete Entries will be disqualified without further notification to the Participants for such disqualified Entries.
- k. The Organiser shall reserve the right to request for evidence of the original Receipt and/or Invoice [hardcopy] for verification and prize redemption. Failure to produce the original Receipt and/or Invoice upon request will result in disqualification and forfeiture.

7. <u>Entry Deadline:</u>	All Entries must be received by the Organiser on or before 23:59:59 on 17/09/2023. All Entries received outside the Promotion Period will be automatically disqualified.
8. <u>Prizes</u>	<p>The Prizes to be won are:</p> <ol style="list-style-type: none"> a. Twenty [20] Daily Prizes each day for sixty five [65] consecutive days. b. Thirty [30] Weekly Prizes each week for nine [9] consecutive weeks. c. Five [5] Monthly Prizes for each month for two [2] consecutive months. d. Ten [10] Main Prizes which consists of five [5] Grand Prizes and five [5] Second Prizes at the end of the Promotion Period. e. Eighty [80] LOTUS’S Exclusive Prizes each week for [9] consecutive weeks.
9. <u>Daily Prizes:</u>	<ol style="list-style-type: none"> a. There is a total of twenty [20] Daily Prizes consisting of the prizes below to be won for each day for sixty five [65] consecutive days. <ol style="list-style-type: none"> i. <u>Daily Prize A [from Day 1 to Day 37]</u>: Twenty [20] Daily Prizes A each day in the form of one [1] Exclusive MILO T-Shirt* worth RM99 each. ii. <u>Daily Prize B [from Day 38 to Day 65]</u>: Twenty [20] Daily Prizes B each day in the form of one [1] Exclusive MILO Bag worth RM99 each. *All Daily Prize A winners must provide the Exclusive MILO T-Shirt size upon request. No change of sizes allowed thereafter. b. There is a total of one thousand three hundred [1300] Daily Prizes to be won at the end of the Promotion Period.
10. <u>Judging Details – Daily Prizes:</u>	<ol style="list-style-type: none"> a. As part of the Daily Prize Finalists’ selection process, the Organiser will tabulate the Entries received and allocate a serial number[s], for each Entry received and approved by the Organiser to be a successful entry each day, according to the Products purchased as stated in the Receipt and/or Invoice 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”. b. Each day the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Daily Qualified Entries”]. Assuming that the Total Daily Qualified Entries for the day is 409, the Organiser will compute and select based on the following: <ol style="list-style-type: none"> i. Selection of twenty [20] Daily Prize Finalists: $409 \div 20 = 20.45$. Since dividing 409 with will result in a number with decimal value, the number 20.45 will be rounded down to 20. The following 20 Participants with Qualified Entries bearing the following serial numbers will be selected: 20*, 40*, 60*, 80, 100 and so forth [*computation example: $20, 20+20=\underline{40}, 40+20=\underline{60}$].

<p>11. <u>Weekly Prizes:</u></p>	<p>a. There is a total of thirty [30] Weekly Prizes consisting of of one [1] MILO Products* worth RM540 each to be won for each week for nine [9] consecutive weeks. <i>*The Organiser will provide SHOPEE Codes to the winner to redeem their Weekly Prizes.</i></p> <p>b. There is a total of two hundred and seventy [270] Weekly Prizes to be won at the end of the Promotion Period.</p> <p>c. The nine [9] weekly periods are as per below: Week 1: 15/07/2023 – 21/07/2023 Week 2: 22/07/2023 – 28/07/2023 Week 3: 29/07/2023 – 04/08/2023 Week 4: 05/08/2023 – 11/08/2023 Week 5: 12/08/2023 – 18/08/2023 Week 6: 19/08/2023 – 25/08/2023 Week 7: 26/08/2023 – 01/09/2023 Week 8: 02/09/2023 – 08/09/2023 Week 9: 09/09/2023 – 17/09/2023</p>
<p>12. <u>Judging Details –Weekly Prizes:</u></p>	<p>a. As part of the Weekly Prize Finalist selection process, all Qualified Entries collected and processed by the Organiser during the daily Finalists’ selection process and throughout the weekly schedule will separately be allocated a set of serial numbers 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 6004, the Organiser will compute and select based on the following:</p> <p>i. Selection of thirty [30] Weekly Prize Finalists: $6004 \div 30 = 200.13$. Since dividing 6004 with will result in a number with decimal value, the number 200.13 will be rounded down to 200. The following 30 Participants with Qualified Entries bearing the following serial numbers will be selected: 200*, 400*, 600*, 800, 1000 and so forth [*computation example: <u>200</u>, 200+200=<u>400</u>, 400+200=<u>600</u>].</p>
<p>13. <u>Monthly Prizes:</u></p>	<p>a. There is a total of five [5] Monthly Prizes consisting of one [1] MODENAS KRISS 110 DISC BRAKE Motorbike [OTR] worth RM4699 each to be won for each month for two [2] consecutive months.</p> <p>b. There is a total of ten [10] Monthly Prizes to be won at the end of the Promotion Period.</p> <p>c. The two [2] monthly periods are as per below: Month 1: 15/07/2023 – 15/08/2023 Month 2: 16/08/2023 – 17/09/2023</p>
<p>14. <u>Judging Details –Monthly Prizes:</u></p>	<p>a. As part of the Monthly Prize Finalist selection process, all Qualified Entries collected and processed by the Organiser during the weekly Finalists’</p>

	<p>selection process and throughout the monthly schedule will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>b. Each month the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Monthly Qualified Entries”]. Assuming that the Total Monthly Qualified Entries for the month is 11111, the Organiser will compute and select based on the following:</p> <p>i. Selection of five [5] Monthly Prize Finalists: $11111 \div 5 = 2222.20$. Since dividing 11111 with 5 will result in a number with decimal value, the number 2222.20 will be rounded down to 2222. The following 5 Participants with Qualified Entries bearing the following serial numbers will be selected: 2222*, 4444*, 6666*, 8888 and 11110 [*computation examples: <u>2222</u>, $2222+2222=4444$, $4444+2222=6666$].</p>
<p>15. <u>Main Prizes:</u></p>	<p>a. There is a total of ten [10] Main Prizes consisting of the prizes below to be won at the end of the Promotion Period</p> <p>i. Five [5] Grand Prizes in the form of one [1] PERODUA MYVI 1.3 G AUTO [OTR] worth RM48500 each.</p> <p>ii. Five [5] Second Prizes in the form of one [1] RM10000 cash each.</p>
<p>16. <u>Judging Details – Main Prizes:</u></p>	<p>a. As part of the Main Prize Finalists selection process, all Qualified Entries collected and processed by the Organiser during the monthly Finalists’ selection process and throughout the Promotion Period will separately be allocated a set of serial numbers starting from serial number “1”.</p> <p>b. The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming that the Total Qualified Entries is 538889, the Organiser will compute and select based on the following:</p> <p>i. Selection of ten [10] Main Prize Finalists: $538889 \div 10 = 53888.90$. Since dividing 538888 with 10 will result in a number with decimal value, the number 53888.90 will be rounded down to 53888. The following 10 Participants with Qualified Entries bearing the following serial numbers will be selected: 53888*, 107776*, 161664*, 215552, 269440, 323328, 377216, 431104, 484992 and 538880 [*computation examples: <u>53888</u>, $53888+53888=107776$, $107776+53888=161664$].</p> <p>ii. <u>Grand Prizes:</u> The first, third, fifth, seventh and ninth serial numbers will be selected as the Grand Prize Finalists. The following 5 Participants with Qualified Entries bearing the following serial numbers will be selected i.e.: 53888, 161664, 269440, 377216 and 484992.</p> <p>iii. <u>Second Prizes:</u> The second, fourth, sixth, eighth and tenth serial numbers will be selected as the Second Prize Finalists. The following 5 Participants with Qualified Entries bearing the following serial numbers will be selected i.e.: 107776*, 215552, 323328, 431104 and 538880.</p>

<p>17. <u>LOTUS'S Exclusive Weekly Prizes:</u></p>	<p>a. There is a total of eighty [80] <u>LOTUS'S Exclusive Weekly Prizes</u> consisting of the prizes below to be won for each week for nine [9] consecutive weeks.</p> <ul style="list-style-type: none"> i. <u>Weekly Prize A [from Week 1 to Week 5]</u>: Eighty [80] Weekly Prizes A each week in the form of one [1] Exclusive MILO Bag worth RM99 each. ii. <u>Weekly Prize B [from Week 6 to Week 9]</u>: Eighty [80] Weekly Prizes B each week in the form of one [1] RM100 LOTUS'S Voucher each. <p>b. There is a total of seven hundred and twenty [720] <u>LOTUS'S Exclusive Weekly Prizes</u> to be won at the end of the Promotion Period.</p>
<p>18. <u>Judging Details – LOTUS'S Exclusive Weekly Prizes:</u></p>	<p>a. To select the LOTUS'S Exclusive Weekly Prize Finalists, ALL <u>Qualified Entries with LOTUS'S Receipts</u> collected and processed during the Promotion Period, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry throughout the Promotion Period according to the LOTUS'S Receipt submitted [each a "LOTUS'S Qualified Entry" and collectively the "LOTUS'S Qualified Entries"]. A set of serial numbers will be allocated for the LOTUS'S Qualified Entries starting from serial number "1".</p> <p>b. The serial numbers allocated to each LOTUS'S Qualified Entry will be tabulated and added up to derive the total number of LOTUS'S Qualified Entries ["Total LOTUS'S Qualified Entries"]. Assuming that the Total LOTUS'S Qualified Entries received is 1604 the Organiser will compute and select the finalists based on the following:</p> <ul style="list-style-type: none"> i. Selection of eighty [80] LOTUS'S Exclusive Prize Finalists: $1604 \div 80 = 20.05$. Since dividing 1604 with 80 will result in a number with decimal value, the number 20.05 will be rounded down to 20. The following 80 Participants with Qualified Entries bearing the following serial numbers will be selected: 20*, 40*, 60*, 80, 100 and so forth [*computation example: <u>20</u>, $20+20=\underline{40}$, $40+20=\underline{60}$].
<p>19. <u>Additional Terms:</u></p>	<p>a. The Organiser's service provider will contact all Finalists via WhatsApp from 6018 322 8831 to the mobile number from which the Organiser received in the Qualified Entries. Each Finalist will be given one [1] question to answer. The selected Finalist must answer the question posted by the Organiser correctly in order to win the Prize. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated in the WhatsApp message will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalist cannot be contacted via WhatsApp for whatever reasons.</p> <p>b. Each Participant may throughout the Promotion Period win only:</p> <ul style="list-style-type: none"> i. one [1] Daily Prize A, ii. one [1] Daily Prize B, iii. one [1] Weekly Prize, iv. one [1] LOTUS'S Exclusive Weekly Prize A, v. one [1] LOTUS'S Exclusive Weekly Prize B and,

	<ul style="list-style-type: none"> vi. one [1] Monthly Prize <u>or</u> one [1] Main Prize of the highest value. c. Upon request, all Winners must provide their required and personal details to the Organiser for prizes fulfilment, without which the Organiser may not be able to fulfil such prizes. d. All Daily Prize B and LOTUS’S Exclusive Weekly Prizes will be delivered via courier to the address from which the Organiser received in the Qualified Entries within 6 – 8 weeks from the closing date of the Promotion. e. All Daily Prize A will be delivered via courier to the address from which the Organiser received in the Qualified Entries within 8 – 12 weeks from the closing date of the Promotion. f. All Weekly Prizes Shopee Codes will be delivered via WhatsApp from 6018 322 8831 to the mobile number from which the Organiser received in the Qualified Entries within 6 – 8 weeks from the closing date of the Promotion. The Organiser will not be held responsible if any of the Shopee Codes cannot be delivered to the Winners due to any change or difference in the mobile contact number submitted by the winners to the Organiser during Entry submission. Usage of the Shopee Code is subject to Shopee Terms & Conditions. g. All Monthly Prize and Grand Prize Winners will be contacted by the relevant vendors for prizes redemption. All Monthly Prize and Grand Prize Winners shall at their own costs and expenses be liable and responsible for the miscellaneous fees and charges that are required by the Winners to utilize the Prize won. h. All unclaimed Prizes after the deadline set by the Organiser in the winners’ notification for prize collection will be forfeited. The Organiser reserves the right to substitute any prize for an alternative of equal or greater value. i. All Winners 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. j. Winners announcement will be featured on the Organiser’s website: https://www.milo.com.my/ms/malaysia-boleh-bersama-milo and MILO Facebook: https://www.facebook.com/MiloMalaysia by the 20/10/2023.
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*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/ms/malaysia-boleh-bersama-milo> , 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. 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 Winner.

- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor and/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 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.