

## MILO® HIDUP BOLA ALL STAR CHALLENGE

### GENERAL COMPETITION TERMS & CONDITIONS

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| <b>Organiser</b>      | <b>Nestle Products Malaysia Sdn Bhd (45229-H)</b>  |
| <b>Contest</b>        | <b>MILO® HIDUP BOLA ALL STAR CHALLENGE 2021</b>  |
| <b>Contest period</b> | <b>Contest recruitment starts 19 July 2021 until 15 September 2021</b>   |
| <b>Eligibility</b>    | Contest is opened to Malaysian residents with a valid MyKad ID.<br>For Participants under 18 years old, parental consent is required. Parental consent form is attached.   |
| <b>Category</b>       | <ul style="list-style-type: none"> <li>a. Under 16 (7 – 16 years old)</li> <li>b. Open (17 years old and above)</li> </ul> <p style="margin-left: 40px;">*As per birth year</p>  |
| <b>Entry Method</b>   | <p><b>Submission &amp; Qualifying Criteria</b></p> <p>To enter this Contest, Participants must submit their entry via Instagram only and are required to complete the following steps:</p> <p style="text-align: center;"><b><u>Step 1 : Register</u></b></p> <p>To enter the Contest, you must register at RaceXAsia.com.<br/>All entries are free of charge, unless otherwise stated. Participants must have a genuine social media account and must Like the MILO® Malaysia social media pages (Facebook &amp; Instagram) as part of the entry process.</p> <p style="text-align: center;"><b><u>Step 2 : Film and Video Submission</u></b></p> <ul style="list-style-type: none"> <li>a. The Contest videos must be done by registered Participants only.</li> <li>b. Video submission can only be made on the MILO® INSTAGRAM channel.</li> <li>c. Submissions will only be valid when submitted via the official MILO® Instagram with the valid hashtags.</li> <li>d. Participants are allowed to submit one combined skills set video or three individual skills set videos.</li> <li>e. Attire - Participants are encouraged to be creative, however they must be decently dressed in proper sports attire. Shoes are compulsory.</li> <li>f. Participants must only use a size 5 ball.</li> <li>g. The Contest videos must adhere to the conditions below:             <ul style="list-style-type: none"> <li>a. There must be no mention of any cultural insensitivities in the videos (example: nudity, religious sensitivity, racism and foul words).</li> <li>b. The Contest videos can be taken by using a mobile phone or video recording device.</li> <li>c. Video can be in English or Bahasa Melayu.</li> <li>d. Duration of each video is 1 minute or 60 seconds in length. Videos that exceed the time frame given, will be disqualified.</li> <li>e. Participant’s full body must be visible while performing the skill challenges.</li> <li>f. All submission videos can be edited via IG Reels or Tiktok editing tools, submission videos can be published via IGTV or IG Reels, however submission videos must be posted and cross shared on your personal IG Feed, hashtag #MILOAllStar and tag @milo_malaysia to be qualified as a valid entry.</li> <li>g. Zooming in of video is not permitted (unless it is to combine the videos together).</li> <li>h. Music is not required in the videos due to copyright.</li> </ul> </li> </ul> |

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|                                 | <ul style="list-style-type: none"> <li>i. The use of equipment or another person as an obstacle to complete skill presentation is allowed. Any assistance of tools to perform the skill is strictly prohibited.</li> <li>j. The Organiser is not liable of any accident or mishap sustained by the Contest Participant during the recording or filming of the Contest video.</li> </ul> <p><b>Step 3: Uploading and Hashtags</b><br/> Upload the video(s) on your Instagram alongside the hashtag and must set their Instagram profile settings to public.</p> <p>#MILOAllStar<br/> #yourname</p>   |
| <p><b>Video Requirement</b></p> | <p>The criteria and requirements for the skills set video are:</p> <ul style="list-style-type: none"> <li><b>a. Juggling</b> <ul style="list-style-type: none"> <li>i. The use of upper and lower body to perform the skill.</li> <li>ii. Additional freestyle tricks with a combination of upper and lower body will be an added advantage.</li> <li>iii. Optional to use another person or equipment as an obstacle to complete the skill.</li> <li>iv. The skill must be completed with either one of the following finishing moves: <ul style="list-style-type: none"> <li>1. Passing of the ball</li> <li>2. Crossover an obstacle or person</li> <li>3. To score a goal or hit a target.</li> </ul> </li> </ul> </li> <li><b>b. Dribbling</b> <ul style="list-style-type: none"> <li>i. The use of lower body to perform the skill.</li> <li>ii. Smoothness in dribbling and control will be a key criterion.</li> <li>iii. Additional freestyle tricks with the lower body will be an added advantage</li> <li>iv. Optional to use another person or equipment as an obstacle to complete the skill.</li> <li>v. The skill must be completed with either one of the following finishing moves <ul style="list-style-type: none"> <li>1. Passing of the ball</li> <li>2. Crossover an obstacle or person</li> <li>3. To score a goal or hit a target.</li> </ul> </li> </ul> </li> <li><b>c. Shooting</b> <ul style="list-style-type: none"> <li>i. Shooting accuracy towards a futsal goal or a target.</li> <li>ii. The difficulty, technique and creativeness of the shot executed will be the judging criteria.</li> <li>iii. Optional to use another person or equipment as an obstacle to complete the skill.</li> <li>iv. The skill must be completed with either one of the following finishing moves <ul style="list-style-type: none"> <li>1. Passing of the ball</li> <li>2. Crossover an obstacle or person</li> <li>3. To score a goal or hit a target.</li> </ul> </li> </ul> </li> </ul> |

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| <p><b>Entry Deadline</b></p>  | <ul style="list-style-type: none"> <li>a. The Contest will commence from 19 July 2021 till 15 September 2021.</li> <li>b. Online registration at RaceXAsia is required prior to video submission.</li> <li>c. Entries will be considered void and not valid if prior online registration not done.</li> <li>d. Any entries received before the opening or after the closing of the Contest will be invalid and will not be entered into the Contest.</li> <li>e. Proof of submission of an entry is not proof of receipt and the Organiser shall not be liable for any delay/ loss/ damage and/or non-receipt of submission.</li> <li>f. Entry into the Contest will be deemed as acceptance of all these terms and conditions.</li> </ul>   |
| <p><b>Judging Details</b></p> | <p>Each Participant will be judged as per following parameters:</p> <ul style="list-style-type: none"> <li><b>1. General Impression</b> <ul style="list-style-type: none"> <li>- Appearance</li> <li>- Enthusiasm</li> <li>- Body Language</li> </ul> </li> <li><b>2. Organization</b> <ul style="list-style-type: none"> <li>- Efficiency</li> <li>- Equipment</li> <li>- Interaction</li> </ul> </li> <li><b>3. Tactical &amp; Technical</b> <ul style="list-style-type: none"> <li>- Balancing</li> <li>- Creative</li> <li>- Upper &amp; Lower Body</li> </ul> </li> <li><b>4. Finishing</b> <ul style="list-style-type: none"> <li>- Ideation</li> <li>- Setup, Difficulty &amp; Accuracy</li> </ul> </li> </ul> <p>In order to submit a valid entry, Participants are required to within the Contest period:</p> <ul style="list-style-type: none"> <li>a. Contest entries shall be judged by professionals and/or certified coaches &amp; experienced athletes and/or freestylers. Winners will be selected based on the criteria set by the Organiser.</li> <li>b. If a Participant does not meet the eligibility requirements or is subject to any entry restrictions, that Participant shall not be entitled to be adjudged a winner and will not be entitled to a prize in any circumstances.</li> <li>c. Our decision in respect of all matters to do with the Contest will be final and no correspondence will be entertained.</li> </ul> |
| <p><b>Prizes</b></p>          | <ul style="list-style-type: none"> <li>a. Contest prizes for the MILO® ALL STAR Challenge will be stipulated on our website or social media channels.</li> <li>b. Top 8 from each category will be selected for the Grand Finale event on 24 October 2021.</li> <li>c. All Grand Finalist will be notified of the results by email (if address is asked for/provided) or by direct message on social media.</li> <li>d. The results of the Contest will be announced via the Organiser’s social media pages on 22 September 2021. The announcement may include the name and photograph, the town or region of residence of each Grand Finalist.</li> <li>e. Reasonable efforts will be made to contact the qualified Grand Finalist for 2 working days after the results are announced. If the winner fails to respond to our contact attempts within this time or fails to meet any of the eligibility requirements or is otherwise unable to comply with the Contest terms and conditions, we reserve the</li> </ul>   |

right to disqualify that Participant and offer the slot to the next eligible Participant and thereafter until the slot is taken.

**Grand Finale**

**GENERAL**

- a. Organiser will contact the qualified Grand Finalists on the Grand Finale event after the end of the preliminary round. Due to the uncertainty over any movement control orders due to the COVID-19 pandemic, Organiser will decide the manner and format the Grand Finale will take place, taking into consideration the health and safety of all parties and compliance with all movement control orders by the government.
- b. If travel is required for the Grand Finale, Organiser will provide the following to all Grand Finalists:
  - i. Transportation allowance:
    - RM200 for Peninsular Malaysia
    - RM500 for East Malaysia
  - ii. Accommodation for one night at a hotel selected by the Organiser [maximum 2 pax] (if outstation travel is required)
  - iii. Under 18 Participants will require an adult chaperon to accompany to the event
- c. 1 set of official Jersey for the Grand Finale event

**CONTEST**

- d. Each competitor must prepare the following:
  - i. 2 sets of freestyle choreography (max 3mins for each)
  - ii. 2 sets of music file to accompany the freestyle sets (max 3 mins for each).
- e. Each competitor will have to complete 2 challenges:
  - i. 3 different skill challenges
  - ii. Freestyle set (max 3 mins per set)
  - iii. Top 2 competitors will have to perform another freestyle set.
- f. Scores from Saturday and Sunday will be added to determine Top 4 finishers from each category.
- g. The top 2 finishers will have to compete for the MILO® All Star Challenge title.
- h. Our decision in respect of all matters to do with the Contest will be final and no correspondence will be entertained.

**GRAND FINALE PRIZE MONEY**

| <b>Prize</b>               | <b>1<sup>st</sup> Place</b> | <b>2<sup>nd</sup> Place</b> | <b>3<sup>rd</sup> Place</b> | <b>4<sup>th</sup> Place</b> |
|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Ultimate Experience to FAM | Yes                         | Yes                         | Yes                         | Yes                         |
| Prize Money                | RM 5,000                    | RM 3,000                    | RM 1,000                    | RM 1,000                    |
| Gift away                  | Playstation 5               | Nintendo Switch             | N/A                         | N/A                         |
| Trophy                     | Yes                         | Yes                         | Yes                         | Yes                         |
| E-Voucher *                | RM 100 e-voucher            | RM 100 e-voucher            | RM 100 e-voucher            | RM 100 e-voucher            |

## **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:

- (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 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 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 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 promotional materials) in connection with this Contest, in particular 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 e, the Participant agrees to the processing of the Participant's Personal Data by the Organiser 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 Contest, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privay\\_notice](http://www.nestle.com.my/info/privay_notice).