



**PROGRAM PENEBUSAN SEGERA PAYUNG JUARA MILO**

**TERMS AND CONDITIONS**

**Schedule to Conditions of Entry**

<b>1. <u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [45229-H] [“the Organiser”].
<b>2. <u>Promotion:</u></b>	PROGRAM PENEBUSAN SEGERA PAYUNG JUARA MILO [“Promotion”].
<b>3. <u>Promotion Period:</u></b>	The Promotion will run on selected days from 05/10/2019 to 29/12/2019 [“Promotion Period”].
<b>4. <u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period. Participant may only redeem for themselves. Participants are not allowed to redeem on behalf of others. The Organiser shall reserve the right to request for evidence of identification documents.
<b>5. <u>Entry Method:</u></b>	<p>a. The Organiser will set up Instant Redemption Centres [“IRC”] in selected outlets only for Participants to redeem their PAYUNG JUARA MILO [“Umbrella”] instantly. Please refer to the IRC Table shown on the Organiser’s website: <a href="http://www.milo.com.my">www.milo.com.my</a> for IRC venues and schedules.</p> <p>b. The Organiser will determine and display the quantity of Umbrellas that is allocated for instant redemption everyday at every IRC. The instant redemption shall only be available while the DAILY allocated stock of Umbrellas is still available.</p> <p>c. For every participating MILO product purchased, you are entitled to participate in the Promotion. Please refer to the Proof of Purchase &amp; Points Table shown on the Promotion Form [“Form”] for the list of participating MILO products, the proof of purchase [“POP”] required and points [“Points”] which are eligible for every participating MILO product purchased. Products not listed in the Form shall be excluded as participating products in the Promotion.</p> <p>d. You may also purchase participating MILO products <u>except</u> MILO Can 240ml (Original, Hi-Cal, Mocha, Ice or KAW), MILO NUTRI UP 225ml and MILO PROTEIN UP 225ml (that are ineligible) from the outlet where the IRC is being held on the same day. Submit the IRC outlet purchase receipt dated on the same day and equivalent to sufficient Points as the proof of purchase [“IRC POP”] with a complete Form to redeem a maximum of two [2] Umbrellas.</p> <p>e. If you want to redeem more than one [1] Form, ensure that the purchase receipts are separated with sufficient Points for each Form</p>

	<p>you submit. For purchase verification, you must show the MILO products purchased to the IRC crew at the IRC counter during instant redemption. All your MILO products will be stickered with a special sticker as proof of acceptance and cannot be used for any other redemptions.</p> <p>f. Please refer to the four [4] different designs of Umbrellas available during the stated dates and the number of Points required to redeem as shown on the Form. You may only redeem two [2] Umbrellas in each Form. Forms with more than two [2] Umbrellas redeemed will be disqualified. Each Participant with a unique valid identification document is entitled/eligible to submit and redeem one [1] Form at any one [1] particular time up to a <u>maximum</u> of five [5] Forms for each redemption period. I.e: Five [5] Forms for Umbrella A &amp; B (05/10/2019 – 17/11/2019) and five [5] Forms for Umbrella C &amp; D (18/11/2019 – 29/12/2019).</p> <p>g. Participants will need to queue in line again for submission of a subsequent Form for instant redemption.</p> <p>h. Each Form submitted must be complete with the required details and must be accompanied with the POP and/or IRC POP required and equivalent to sufficient Points. Points accumulated during the Promotion Period are non-transferable and not exchangeable for cash in part or in full.</p> <p>i. Excess Points and IRC POP submitted will not be returned. Incomplete, illegible, inaccurate Forms, with incorrect and/or defective/damaged POP/IRC POP/Points will be disqualified. Photocopy of a blank Form and originally filled are accepted.</p>
<p><b>6. <u>Premiums:</u></b></p>	<p>a. All Umbrella[s] redeemed at the IRC will not be replaced after the instant redemption has been completed. Therefore, the Organiser encourages Participants to check the condition of their Umbrellas at the point of redemption.</p> <p>b. The Organiser shall reserve the right at its absolute discretion to substitute any of the Umbrella[s] shown on the Form with another Umbrella of similar value, at any time without prior notice. All Umbrella[s] are provided on an “as is” basis and are not exchangeable for credit, other items or voucher in part or in full.</p>
<p><b>7. <u>Additional Terms:</u></b></p>	<p>a. All Participants must abide by the terms and conditions of the party[ies] arranging and/or providing for the Umbrella[s] and the terms and conditions attached to the Umbrella[s], if any.</p> <p>b. The Promotion is via INSTANT REDEMPTION only. THERE IS NO REDEMPTION VIA POST.</p> <p>c. All Forms and POP received by the Organiser via COURIER WILL BE REJECTED automatically.</p> <p>d. All Forms and POP received by the Organiser via POSTand/or COURIER WILL NOT BE RETURN.</p>

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> 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 Data in the Privacy Notice.

Consumer Services Contact No.: 1800 88 3433.

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## **Conditions of Entry**

### **1. Introduction**

- 1.1 These conditions of entry must be read together with the Schedule to Conditions of Entry, 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”). 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. 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.

2.4 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 A**

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 B**

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:

- (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 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 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, 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 your personal information provided in the Promotion Entry for purposes of the Promotion. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.
- 12.2 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events or contests organised by the Organiser. Please indicate your option on the form if you agree to the use of your personal information for this purpose.
- 12.3 In the event that you agree to share and disclose personal information of a person 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.
- 12.4 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.

- 12.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your 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](http://www.nestle.com.my/info/privacy_policy).
- 12.6 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your 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](http://www.nestle.com.my/info/privacy_policy).
- 12.7 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, your 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
- Webform: <https://www.nestle.com.my/contactus>.
  - Call us: 1-800-88-3433.
- 12.8 Please note the Organiser requires your personal information in order to process your participation in the Promotion, without which we will not be able to process your application.
- 12.9 For a more detailed description of our privacy practices, please refer to our Privacy Policy at [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy). We reserve the right to update and amend this privacy notice or our privacy policy from time to time.

## **12. Notis Privasi**

- 12.1 Dengan menyertai Promosi, anda telah bersetuju untuk Nestlé Products Sdn. Bhd. dan mana-mana syarikat pegangan, subsidiari atau berkaitannya yang ditakrifkan dalam Akta Syarikat 2016 ("Kumpulan Nestlé Malaysia") dan pembekal-pembekal perkhidmatan, ejen-ejen dan kontraktor-kontraktor yang memberikan sokongan pentadbiran dan perniagaan kepada kami dan bertindak Umbrellai pihak kami ("Pihak-Pihak Ketiga Lantikan") (secara kolektif "Penganjur" atau "kami") memproses maklumat peribadi anda yang dikemukakan dalam borang penyertaan Promosi Umbrellai tujuan Promosi. Ini termasuk mendedahkan nama anda kepada masyarakat umum apabila anda menjadi pemenang dalam sesuatu pertandingan atau menyertai acara kami dengan menerbitkan nama, gambar-gambar dan lain-lain maklumat peribadi anda tanpa pampasan untuk tujuan pengiklanan dan publisiti.



- 12.2 Penganjur juga boleh menggunakan maklumat peribadi anda Umbrellai tujuan menghubungi dan menghantar maklumat atau bahan-bahan pemasaran dan Promosi mengenai produk kami, perkhidmatan, sampel, apa-apa Promosi, acara atau pertandingan yang dianjurkan oleh Penganjur. Sila nyatakan pilihan anda pada borang sekiranya anda bersetuju kepada penggunaan maklumat peribadi anda Umbrellai tujuan ini.
- 12.3 Sekiranya anda bersetuju untuk berkongsi dan mendedahkan maklumat peribadi seseorang yang anda berhasrat untuk merujuk kepada Penganjur, anda mengakui bahawa anda telah mendapatkan persetujuan daripada individu tersebut untuk berkongsi dan mendedahkan maklumat peribadinya kepada kami dan untuk dihubungi oleh kami.
- 12.4 Berkenaan dengan golongan bawah umur atau individu-individu yang tidak layak di bawah undang-undang untuk memberi kebenaran, anda mengesahkan bahawa mereka telah melantik anda untuk bertindak Umbrellai pihak mereka dan untuk bersetuju Umbrellai pihak mereka kepada pemprosesan maklumat peribadi mereka selaras dengan Notis Privasi ini.
- 12.5 Pada masa tertentu Penganjur mungkin melantik Pihak-Pihak Ketiga Lantikan untuk memproses maklumat peribadi anda. Semua Pihak-Pihak Ketiga Lantikan adalah terikat secara kontrak untuk mengambil langkah-langkah yang sewajarnya untuk menyimpan maklumat dengan selamat dan tidak menggunakan maklumat peribadi anda dalam apa jua cara selain daripada yang dinyatakan di sini dan dalam Polisi Privasi kami di [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).
- 12.6 Pihak Penganjur adalah sebuah syarikat global dan maklumat peribadi anda mungkin akan dipindahkan merentasi sempadan. Penganjur akan memastikan bahawa data anda hanya akan dipindahkan ke negara yang mempunyai tahap undang-undang perlindungan data yang sama atau setara, seperti yang dinyatakan dalam Polisi Privasi kami di [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).
- 12.7 Setakat mana undang-undang terpakai membenarkan, anda mempunyai hak untuk meminta akses kepada, meminta salinan, meminta untuk mengemaskini atau membetulkan, data peribadi anda yang disimpan oleh kami.

Semua permintaan atau pertanyaan bertulis anda hendaklah dialamatkan kepada:

- Hubungi : Pegawai Perlindungan Data Peribadi.
- Alamat: Nestlé Products Sdn. Bhd., 22-1, 22nd Floor, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara 47810, Petaling Jaya, Selangor.

Atau

- Borang Web: <https://www.nestle.com.my/contactus>.

Atau

- Hubungi kami: 1-800-88-3433.

- 12.8 Sila ambil perhatian bahawa Penganjur memerlukan maklumat peribadi anda untuk memproses penyertaan anda dalam Promosi dan tanpa maklumat yang diperlukan, kami tidak akan dapat memproses permohonan anda.
- 12.9 Untuk penerangan terperinci mengenai amalan privasi kami, sila rujuk kepada Polisi Privasi kami di [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy). Kami berhak untuk mengemaskini dan meminda Notis Privasi ini atau Polisi Privasi kami dari semasa ke semasa.