



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>	MAGGI PROFESSIONAL PERADUAN GANJARAN GEMPAK.																	
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 01/09/2024 and closes at 23:59:59 on 31/10/2024.																	
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 (“Participant”). The Organiser reserves the right to request for evidence of identification documents.																	
5. <u>Participation Method:</u>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Thirty (RM30) (“Minimum Purchase”) of any of the following participating MAGGI PROFESSIONAL products (“Products”) in a single original receipt from any participating instore outlets (“Receipt”) and/or Invoice from online merchants (“Invoice”) during the Promotion Period. The Products are as per listed below:</p> <table><tr><th>PARTICIPATING PRODUCTS</th></tr><tr><td>MAGGI Mashed Potato Complete Mix 2.5kg</td></tr><tr><td>BUITONI® Coulis de Tomate 3kg</td></tr><tr><td>MAGGI Lime Powder 350g</td></tr><tr><td>MAGGI Seasoning Foodservice 800ml</td></tr><tr><td>MAGGI Beef Stock 1kg</td></tr><tr><td>MAGGI Chicken Stock 1kg</td></tr><tr><td>MAGGI Chicken Stock Wholeness 1kg</td></tr><tr><td>MAGGI Demi Glace Brown Sauce 1kg</td></tr><tr><td>MAGGI Ikan Bilis Stock 1kg</td></tr><tr><td>MAGGI Instant Chicken Gravy NAM 1kg</td></tr><tr><td>MAGGI Chef Master Stock 1.2kg</td></tr><tr><td>MAGGI Concentrate Vegetable Stock 1.2kg</td></tr><tr><td>MAGGI Concentrated Chicken Stock 1.2kg</td></tr><tr><td>MAGGI Tomato Paste 4.5kg</td></tr><tr><td>MAGGI Basic Brown Sauce Mix 1kg</td></tr><tr><td>MAGGI Chilli Sauce 1.5kg</td></tr></table>	PARTICIPATING PRODUCTS	MAGGI Mashed Potato Complete Mix 2.5kg	BUITONI® Coulis de Tomate 3kg	MAGGI Lime Powder 350g	MAGGI Seasoning Foodservice 800ml	MAGGI Beef Stock 1kg	MAGGI Chicken Stock 1kg	MAGGI Chicken Stock Wholeness 1kg	MAGGI Demi Glace Brown Sauce 1kg	MAGGI Ikan Bilis Stock 1kg	MAGGI Instant Chicken Gravy NAM 1kg	MAGGI Chef Master Stock 1.2kg	MAGGI Concentrate Vegetable Stock 1.2kg	MAGGI Concentrated Chicken Stock 1.2kg	MAGGI Tomato Paste 4.5kg	MAGGI Basic Brown Sauce Mix 1kg	MAGGI Chilli Sauce 1.5kg
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	MAGGI Chilli Sauce 3.3kg
	MAGGI Imperial Oyster Flv Sauce 3.3kg
	MAGGI Oyster Flavoured Sauce 1.5kg
	MAGGI Panggang Sauce 1.2kg
	MAGGI Tomato Ketchup 1.5kg
	MAGGI Tomato Ketchup 3.3kg
	MAGGI Cream of Mushroom Soup 1kg
	MAGGI Cukup Rasa AIO 750g
	NESTUM All Family Cereal Original 1kg
<p>b. <u>Instore Outlets Receipt:</u></p> <ol style="list-style-type: none"> The Receipt can come in the form of <u>printed receipts</u> from point-of-sale systems 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. 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"). Cash bills and handwritten receipts are NOT accepted. <p>c. <u>Online Merchants Invoice:</u></p> <ol style="list-style-type: none"> The Invoice can be in the form of a screenshot of invoice 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. 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>d. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt and/or Invoice ("Proof of Purchase") submitted. For every Ringgit Malaysia Thirty (RM30), the Organiser will allocate one (1) serial number up to a maximum of fifteen (15) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Proof of Purchase has been allocated. Please refer to the examples below.</p> <p><u>For example:</u></p> <ul style="list-style-type: none"> - If you purchase RM30.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate one (1) serial number. - If you purchase RM550.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate a maximum of fifteen (15) serial numbers only. 	

	<p>e. There are two (2) methods of participation in the Promotion which is either via Website or via WhatsApp. All other methods of submission will be disqualified. Participants may submit as many Proofs of Purchase as they wish but each Proof of Purchase is ONLY eligible to one (1) Website entry OR one (1) WhatsApp entry submission.</p> <p>f. The Organiser shall reserve the right to disqualify any Proof of Purchase which is illegible, with incomplete details, reprinted, duplicated, unclear, damaged, altered and/or modified in any way without further notification to the Participants. For the avoidance of doubt, the Organiser may also, without further notification to the Participant, disqualify any Proof of Purchase if the Organiser suspects that a Participant submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.</p> <p>g. <u>Entries submission via Promotion Website:</u></p> <ol style="list-style-type: none"> Visit the Promotion Website: https://nestlemalaysia.qualifioapp.com/quiz/1460057_2862/MAGGI-Professional-ganjaran-gempak-2024.html or scan the QR code shown on the communication materials at participating Outlets. Complete the web form and fill in all the required personal details including a Malaysian registered mobile number compatible with WhatsApp for further communication ("Personal Details"). Snap one (1) <u>clear and legible</u> picture/image in jpg or jpeg or png format of the Proof of Purchase complete with the Proof of Purchase Details ("Image"). One (1) Image must contain a picture of one (1) Proof of Purchase only and the Image file must be less than 5MB. Upload the Image on the web form and submit ("Entry"). You will receive an acknowledgment message for each Entry submitted successfully. <p>h. <u>Entries submission via WhatsApp:</u></p> <ol style="list-style-type: none"> Snap one (1) <u>clear and legible</u> picture/image in jpg or jpeg or png format of the Receipt complete with the Receipt Details ("Image"). One (1) Image must contain a picture of one (1) Receipt only and the Image file must be less than 5MB. Submit the Image via WhatsApp to 6018 322 9355 using a mobile number registered in Malaysia. You will receive an autoreply message prompting you to submit your Full Name and Identification Number ("Personal Details") immediately following the format: #FULL NAME#ID NO to complete your registration and entry submission ("Entry"). <u>For example:</u> Type: #ALEENA BINTI ALI#010801145894 and send. You are required to provide your Personal Details only once. You may submit as many Entries as you want, and all subsequent Entries will be linked to the initially provided Personal Details.
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	<p>vi. An autoreply acknowledgement message will be sent by the Organiser for the first Entry received via WhatsApp from each mobile number only.</p> <p>i. The Organiser will extract all Entries received for further processing, verification and qualifying. The Organiser shall reserve the right to disqualify any Entries with incomplete or mismatched Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Proof of Purchase.</p> <p>j. All Entries will be checked for duplicates based on the Participant's full name, ID number, mobile number and Proof of Purchase number submitted. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p> <p>k. The Organiser shall reserve the right to request for evidence of the original Proof of Purchase (hardcopy) for verification and prize redemption. Failure to produce the original Proof of Purchase upon request will result in disqualification and forfeiture.</p>
6. <u>Entry Deadline:</u>	All submissions must be received by the Organiser on or before 23:59:59 on 31/10/2024. All submissions received outside the Promotion Period will be automatically disqualified.
7. <u>Monthly Prizes:</u>	<p>a. There is a total of eighty-five (85) Monthly Prizes to be won for each month for two (2) consecutive months. The following are the Monthly Prizes:</p> <p>i. Ten (10) Monthly 1st Prizes in the form of Ringgit Malaysia One Thousand (RM1,000) cash each.</p> <p>ii. Twenty-five (25) Monthly 2nd Prizes in the form of one (1) RM300 eWallet Reload PIN each.</p> <p>iii. Fifty (50) Monthly 3rd Prize in the form of one (1) RM100 eWallet Reload PIN each.</p> <p>b. There is a total of one hundred and seventy (170) Monthly Prizes to be won at the end of the Promotion Period.</p> <p>c. The pool of Entries is based on submission date and the two (2) Monthly periods are as per below: Month 1: 01/09/2024 – 30/09/2024 Month 2: 01/10/2024 – 31/10/2024</p>
8. <u>Monthly Prizes Judging Details:</u>	<p>a. As part of the Monthly Prize Finalists' selection process, the Organiser will combine the Website and WhatsApp Entries and allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry each month throughout the Monthly schedule, according to the Products purchased and date and time as stated in the Receipt submitted up to a maximum of fifteen (15) serial numbers (each a "Qualified Entry" and</p>

	<p>collectively the “Qualified Entries”). A set of serial numbers will be allocated for the Qualified Entries 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 Month 1 is 7355, the Organiser will compute and select based on the following:</p> <p>i. Selection of ten (10) Monthly 1st Prize Finalists: $7355 \div 10 = 735.5$. Since dividing 7355 with 10 will result in a number with decimal value, the number 735.5 will be rounded down to 735. The following 10 Participants with Qualified Entries of the month bearing the following serial numbers will be selected as the Finalists: 735*, 1470*, 2205*, 2940, 3675, 4410, and so forth (*computation example: <u>735</u>, $735+735=1470$, $1470+735=2205$).</p> <p>ii. Selection of twenty-five (25) Monthly 2nd Prize Finalists: $7355 \div (25+1=26^{**}) = 282.8$. Since dividing 7355 with <u>26</u> will result in a number with decimal value, the number 282.8 will be rounded down to 282. The following 25 Participants with Qualified Entries of the month bearing the following serial numbers will be selected as the Finalists: 282*, 564*, 846*, 1128, 1410, 1692, and so forth (*computation example: <u>282</u>, $282+282=564$, $564+282=846$).</p> <p>iii. Selection of fifty (50) Monthly 3rd Prize Finalists: $7355 \div (50+2=52^{**}) = 141.4$. Since dividing 7355 with <u>52</u> will result in a number with decimal value, the number 141.4 will be rounded down to 141. The following 50 Participants with Qualified Entries of the month bearing the following serial numbers will be selected as the Finalists: 141*, 282*, 423*, 564, 705, 846, and so forth (*computation example: <u>141</u>, $141+141=282$, $282+141=423$).</p> <p>(Note for **: to avoid clashing of selected serial numbers, a random single digit number is added to the formula for the selection of Monthly 2nd and 3rd Prizes.)</p>
9. <u>Grand Prizes:</u>	<p>a. There is a total of eight (8) Grand Prizes in the form of one (1) MODENAS KRISS 110 DRUM each to be won at the end of the Promotion Period.</p> <p>b. The Grand Prize is NOT inclusive of registration, insurance and road tax. Any other additional and/or miscellaneous fees, costs and/or expenses to be incurred in connection with collecting, utilising and/or maintaining the Grand Prize shall be fully borne by and the sole responsibility of the Grand Prize winner.</p>
10. <u>Grand Prizes Judging Details:</u>	<p>a. As part of the Grand Prize Finalists selection process, the Organiser will combine the Website and WhatsApp Entries and allocate serial numbers for each Entry received and approved by the Organiser to be a successful Entry, throughout the Promotion Period according to the Proof of Purchase submitted (each a “Qualified Entry” and collectively the “Qualified Entries”).</p>

	<p>For each Qualified Entry received, the Organiser will only allocate up to a maximum of fifteen (15) serial numbers. A set of serial numbers will be allocated for the Qualified Entries 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 throughout the Promotion Period is 38957, the Organiser will compute and select based on the following:</p> <p>i. Selection of eight (8) Grand Prize Finalists: $38957 \div 8 = 4869.6$. Since dividing 38957 with 8 will result in a number with decimal value, the number 4869.6 will be rounded down to 4869. The following 8 Participants with Qualified Entries throughout the Promotion Period bearing the following serial numbers will be selected as the Finalists: 4869*, 9738*, 14607*, 19476, 24345, and so forth (*computation example: 4869, $4869+4869=9738$, $9738+4869=14607$).</p>
<p>11. <u>Additional Terms:</u></p>	<p>a. The Organiser will contact all selected Finalists via WhatsApp from 6018 322 9355 to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalists will be given one (1) question to answer. The selected Finalists must answer the question posted by the Organiser correctly in order to win the Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prizes being forfeited. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reasons.</p> <p>b. Each participant may throughout the Promotion Period win:</p> <p>i. One (1) Monthly Prize of the higher value each month up to a maximum of two (2) Monthly Prizes, and</p> <p>ii. One (1) Grand Prize.</p> <p>c. 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. The Organiser reserves the rights to forfeit their Prizes if the Winners fail to provide their full details upon request. The Organiser reserves the right to disqualify any Entry or Prize if a Participant or Winner’s personal details (including full name, identification number and mobile number) are found at any time to be inaccurate or wrong.</p> <p>d. The Organiser reserves the right to request for submission of the photocopy of identification document and the original hardcopy Proof of Purchase from the Winner for verification prior to Prizes fulfilment. Failure to submit upon request will result in disqualification and forfeiture. Upon verification, the Organiser reserves the right to forfeit their Prizes if the Organiser suspects that the alleged Winner submitted a Proof of Purchase which is forged, falsified or is issued over Products which had not been purchased.</p>

	<p>e. All Monthly 1st Prize Winners will receive a cheque payable to their name via courier within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners. All cheques MUST be deposited into the Winners' personal bank account. The Organiser reserves the rights to forfeit the prize if the Winner failed to deposit their cheques within the deadline stated.</p> <p>f. All Monthly 2nd and 3rd Prize Winners will receive from the Organiser's service provider their eWallet Reload PIN codes via WhatsApp from 6018 322 9355 within six (6) to eight (8) weeks from the closing date of the Promotion to the mobile numbers provided by the Winners.</p> <ul style="list-style-type: none"> i. The Organiser will not be held responsible if any of the eWallet Reload PIN code cannot be delivered or deployed to the Winners due to any change, error and/or difference in the mobile contact number submitted to the Organiser during Entry submission. ii. All Winners must abide by the terms and conditions of the vendors and parties arranging and providing the eWallet Prizes. Usage of the eWallet Reload Pin codes are subject to the vendor's terms and conditions. iii. The Organiser reserves the right at its absolute discretion to extend the timeline of eWallet Reload PIN Prizes delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the e-Wallet Prize to the Winners. iv. All unclaimed eWallet Reload PIN code after the deadline set by the Organiser as stated in the WhatsApp messages will be forfeited. The Organiser reserves the rights to substitute any prize for an alternative of equal or greater value. <p>g. All Grand Prize Winners will receive a Winners' acknowledgment letter within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners.</p> <ul style="list-style-type: none"> i. Winners are required to collect their Grand Prize at the selected Modenas dealer outlet as stated in the Winners' acknowledgement letter. The Organiser will select the closest Modenas dealer outlet to the addresses provided by the Winners. i. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. The Organiser reserves the right to change the method of fulfilment stated under this clause at the discretion of the Organiser. ii. All unclaimed Prizes after the deadline stipulated by the Organiser will be forfeited. <p>h. The Organiser retains the right to substitute any Prize with another Prize of similar value in the event the original Prize offered is not available.</p> <p>i. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the</p>
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	Promotion or prizes or due to any other unforeseen circumstances beyond the Organiser's control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors.
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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.nestleprofessional.com.my/peraduan-qanjaran-gempak>, 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 Organiser 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.