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## **TERMS AND CONDITIONS**

### **A. Schedule to Conditions of Entry**

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. (197901000966).
2. <b><u>Promotion:</u></b>	PERADUAN MAGGI MASAK BERSAMA HARMONI RAYA
3. <b><u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 (MYT) on 22/02/2025 and closes at 23:59:59 (MYT) on 30/04/2025.
4. <b><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, and with a valid identification document and residential address in Malaysia (“Participants”). The Organiser shall reserve the right to request for evidence of identification documents.
5. <b><u>Participating Products:</u></b>	a. Please refer to the list of participating MAGGI [“Products”] shown on the Promotion website: <a href="https://www.maggi.my/ms/aktiviti-maggi/ramadan-raya/">https://www.maggi.my/ms/aktiviti-maggi/ramadan-raya/</a>
6. <b><u>Participation Method &amp; Proof of Purchase:</u></b>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Ten (RM10) (“Minimum Purchase”) of any Products in a single original receipt from any instore outlets (“Receipt”) and/or invoice from any online platform (“Invoice”) during the Promotion Period.</p> <p>b. <b><u>Instore Outlets Receipt:</u></b></p> <p>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 was made.</p> <p>ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount and Receipt number (“Receipt Details”).</p> <p>c. <b><u>Online Merchants Invoice:</u></b></p> <p>i. 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 <b><u>final paid amount of the Products</u></b> must be the Minimum Purchase amount and above to be qualified.</p>

- ii. The Invoice must also bear the date of purchase, Products purchased, purchase amount, order and/or invoice number (“Invoice Details”).
- d. 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 Receipts and/or Invoices (“Proof of Purchase”) as they wish but each Proof of Purchase is ONLY eligible to **one (1) Website entry OR one (1) WhatsApp entry** submission.
- e. 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.
- f. Entries submission via Promotion Website:
  - i. Visit the Promotion Website at: <https://www.maggi.my/ms/aktiviti-maggi/ramadan-roya/> or scan the QR code shown on the communication materials at the participating Outlets and complete the Web Form.
  - ii. Fill in all the required personal details including resident state (“Personal Details”) on the Web Form including a Malaysian registered mobile number compatible with WhatsApp for further communication.
  - iii. Snap one (1) clear and legible picture/image in jpg or jpeg or png format (“Image”) of the Proof of Purchase with the Details.
  - iv. One (1) Image must contain a picture of one (1) Proof of Purchase and the Image file size must be less than 5MB.
  - v. Upload the Image on the Web Form and click ‘submit’ (“Entry”).
  - vi. The Organiser will display a Thank You message for each entry received.
- g. Entries submission via WhatsApp:
  - i. Snap one (1) clear and legible picture/image in jpg or jpeg or png format of the Proof of Purchase complete with the Details (“Image”).
  - ii. One (1) Image must contain a picture of one (1) Proof of Purchase only and the Image file must be less than 5MB.
  - iii. Submit the Image via WhatsApp to **6018 322 2480** using a mobile number registered in Malaysia.
  - iv. 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”).  
For example: Type: *#LATIFF BIN AHMAD#010885145893* and send.
  - v. 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.

	<ul style="list-style-type: none"> <li>vi. An auto reply acknowledgement message will be sent by the Organiser for the first WhatsApp Entry received from each mobile number only.</li> <li>h. The Organiser will extract all Entries received for further processing, verification and qualifying (“Qualified Entries”). 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. All Entries will be checked for duplicates based on the Participant’s full name, ID number and mobile number submitted. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</li> <li>i. As part of the finalist’s selection process, the Organiser will allocate serial numbers according to the purchase amount as stated in the Proof of Purchase of the Qualified Entries submitted. For every Ringgit Malaysia Ten (RM10), the Organiser will allocate one (1) serial number up to a maximum of five (5) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Proof of Purchase has been allocated. <u>For example:</u> <ul style="list-style-type: none"> <li>i. If you purchase RM12.50 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate one (1) serial number.</li> <li>ii. If you purchase RM65.00 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate a maximum of five (5) serial numbers.</li> </ul> </li> <li>j. The Organiser reserves the right to request for submission of the photocopy of identification document and the original hardcopy Proof of Purchase as per image received in the Qualified Entry 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 re-printed, forged, falsified or is issued over Products which had not been purchased.</li> </ul>
<p>7. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser within the Promotion Period. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>8. <b><u>Daily Prizes:</u></b></p>	<ul style="list-style-type: none"> <li>a. There are twenty (20) Daily Prizes which consist of one (1) RM80 e-Wallet each, to be won for each day for sixty eight (68) consecutive days.</li> <li>b. There is a total of one thousand three hundred and sixty (1360) Daily Prizes to be won at the end of the Promotion Period.</li> </ul>
<p>9. <b><u>Judging Details – Daily Prizes:</u></b></p>	<ul style="list-style-type: none"> <li>a. As part of the Daily Prize finalist’s selection process, the Organiser will tabulate 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 amount purchased as stated in the Proof of Purchase submitted (each a “Qualified Entry” and</li> </ul>

	<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 day the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of daily Qualified Entries (“Total Daily Qualified Entries”). Assuming that the Total Daily Qualified Entry for the day is <b>215</b>, the Organiser will compute and select based on the following:</p> <p>i. <b>Selection of twenty (20) Daily Prize Finalists: <math>215 \div 20 = 10.75</math></b>. Since dividing 215 with 20 will result in a number with decimal value, the number 10.75 will be rounded down to 10. The following 20 Participants with Qualified Entries bearing the following serial numbers will be selected: 10*, 20*, 30*, 40, 50 and so forth. (*computation examples: <u>10</u>, <math>10+10=\underline{20}</math>, <math>20+10=\underline{30}</math>).</p>
<p>10. <b><u>Weekly Prizes:</u></b></p>	<p>a. The Weekly Prizes to be won for each week for ten (10) consecutive weeks are as follows:</p> <p>i. <b><u>Weekly Grand Prize:</u></b></p> <ul style="list-style-type: none"> <li>• One (1) Grand Prize in the form of one (1) Open House sponsored by the Organiser worth RM5,000.</li> <li>• The Grand Prize requires the Winner to host an Open House celebration (“Event”) at a venue of their choice within Malaysia.</li> <li>• The Winner shall be solely responsible for all aspects of organising the Event, including but not limited to selecting the venue, arranging catering and managing invitations.</li> <li>• The Winner shall bear full responsibility for any liabilities, damages, injuries, or losses incurred during or as a result of the Event, including third party claims.</li> <li>• The Winner must adhere to such terms and conditions as may be set by the Organiser for hosting the Event.</li> <li>• The Winner may choose to host the Event during the Hari Raya period of 2025 or 2026 and/or at any time during the non-Raya periods before the deadline.</li> <li>• The Winner must utilise and host the Event <b>before 30/04/2026</b>. Any unclaimed Grand Prize after this deadline will be forfeited.</li> <li>• The Organiser reserves the right to reject any Event that does not comply with such terms and conditions set by the Organiser for hosting the Event; and/or the Organiser deems the Event to be hosted by the Winner is inappropriate, including those involving sensitive or political elements, at its absolute discretion.</li> </ul> <p>ii. <b><u>Weekly Prizes:</u></b> Twenty five (25) Weekly Prizes which consist of one (1) RM180 e-Wallet each, to be won for each week for ten (10) consecutive weeks.</p> <p>b. There is a total of ten (10) Weekly Grand Prize and two hundred and fifty (250) Weekly 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 ten (10) weekly periods are as per below:</p> <table border="0"> <tr> <td>Week 1: 22/02/2025 – 28/02/2025</td> <td>Week 2: 01/03/2025 – 07/03/2025</td> </tr> <tr> <td>Week 3: 08/03/2025 – 14/03/2025</td> <td>Week 4: 15/03/2025 – 21/03/2025</td> </tr> <tr> <td>Week 5: 22/03/2025 – 28/03/2025</td> <td>Week 6: 29/03/2025 – 04/04/2025</td> </tr> <tr> <td>Week 7: 05/04/2025 – 11/04/2025</td> <td>Week 8: 12/04/2025 – 18/04/2025</td> </tr> <tr> <td>Week 9: 19/04/2025 – 25/04/2025</td> <td>Week 10: 26/04/2025 – 30/04/2025</td> </tr> </table>	Week 1: 22/02/2025 – 28/02/2025	Week 2: 01/03/2025 – 07/03/2025	Week 3: 08/03/2025 – 14/03/2025	Week 4: 15/03/2025 – 21/03/2025	Week 5: 22/03/2025 – 28/03/2025	Week 6: 29/03/2025 – 04/04/2025	Week 7: 05/04/2025 – 11/04/2025	Week 8: 12/04/2025 – 18/04/2025	Week 9: 19/04/2025 – 25/04/2025	Week 10: 26/04/2025 – 30/04/2025
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Week 9: 19/04/2025 – 25/04/2025	Week 10: 26/04/2025 – 30/04/2025										
<p>11. <b><u>Judging Details – Weekly Prizes:</u></b></p>	<p>a. As part of the Weekly Prize finalist’s selection process, the Organiser will tabulate and allocate a serial number[s], for each Entry received and approved by the Organiser to be a successful Entry each week, according to the amount purchased as stated in the Proof of Purchase 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”.</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 weekly Qualified Entries (“Total Weekly Qualified Entries”). Assuming that the Total Weekly Qualified Entry for the week is <b>2781</b>, the Organiser will compute and select based on the following:</p> <ol style="list-style-type: none"> <li>i. <b>Selection of one (1) Weekly Grand Prize Finalists: <math>2781 \div 2 = 1390.50</math>.</b> Since dividing 2781 with 2 will result in a number with decimal value, the number 1390.50 will be rounded down to <b>1390</b>. The following Participant with Qualified Entry of the week bearing the serial number 1390 will be selected.</li> <li>ii. <b>Selection of twenty five (25) Weekly Prize Finalists: <math>2781 \div 25 = 111.24</math>.</b> Since dividing 2780 with 25 will result in a number with decimal value, the number 111.24 will be rounded down to <b>111</b>. The following 25 Participants with Qualified Entries bearing the following serial numbers will be selected: 111*, 222*, 333*, 444, 555 and so forth. (*computation examples: <b>111</b>, <math>111+111=222</math>, <math>222+111=333</math>).</li> </ol>										
<p>12. <b><u>Additional Terms:</u></b></p>	<p>a. The Organiser will contact all selected finalists via WhatsApp from <b>6018 322 2480</b> to the mobile number submitted to the Organiser during Entry submission. 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 Prize 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 only:</p> <ol style="list-style-type: none"> <li>i. one (1) Daily Prize,</li> <li>ii. one (1) Weekly Prize and</li> <li>iii. one (1) Weekly Grand Prize.</li> </ol> <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 fulfill such prizes. The Organiser reserves the rights to forfeit their Prizes if the Winners fail</p>										

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.

- d. During prizes fulfilment, all e-Wallet Prize Winners may select their e-Wallet Reload PIN Code(s) as per below:
  - i. Touch 'n Go eWallet Reload PIN or,
  - ii. Boost Credit Redemption Code or,
  - iii. SPayGlobal e-Credit (Sarawak Pay).
- e. All e-Wallet Prize Winners will receive from the Organiser's service provider their selected e-Wallet Reload PIN Code(s) via WhatsApp from **6018 322 2480** to the mobile numbers submitted to the Organiser during Entry submission within six (6) to eight (8) weeks from the closing date of the Promotion.
- f. The Organiser will not be held responsible if any of the e-Wallet Reload PIN Code(s) 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.
- g. All e-Wallet Prize Winners must abide by the terms and conditions of the vendors and parties arranging and providing the e-Wallet Reload PIN Code(s). The Winners shall be fully responsible for any additional administrative fees or costs associated with redeeming the e-Wallet Reload PIN Code(s) through channels other than their respective application and usage. The following are the terms and conditions of the vendors:
  - i. Redemption and usage of the Touch 'n Go e-Wallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; <https://www.touchngo.com.my/assets/pdf/user-tnc.pdf>
  - ii. Redemption and usage of the Boost Credit Redemption Code is subject to Axiata Digital eCode Sdn Bhd Terms & Conditions; <https://www.myboost.com.my/terms/>
  - iii. Usage of the SPayGlobal e-Credit (Sarawak Pay) is subject to SiliconNet Technologies Sdn Bhd's Terms & Conditions; <https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html>
- h. The Organiser reserves the right at its absolute discretion to extend the timeline of e-Wallet Reload PIN Code(s) 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 Reload PIN Code(s) to the Winners.
- i. All unclaimed e-Wallet Reload PIN Code(s) 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>j. All Weekly Grand Prize Winners will be contacted by the Organiser for Prizes fulfilment via WhatsApp from <b>6018 322 2480</b> to the mobile numbers submitted to the Organiser during Entry submission within five (5) to seven (7) working days from the Winners confirmation.</p> <p>k. 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 Prizes fulfilment stated under this clause at the discretion of the Organiser.</p> <p>l. 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.</p> <p>m. 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.</p> <p>n. Winners Result Ad will be available at: <a href="https://www.maggi.my/ms/aktiviti-maggi/ramadan-raya/">https://www.maggi.my/ms/aktiviti-maggi/ramadan-raya/</a> within six (6) – eight (8) weeks from the closing date of the Promotion.</p> <p>o. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the 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.</p> <p>p. The Organiser shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any other additional costs (i.e., travel expenses, transportation cost, duties and taxes) involved to redeem or collect the prize shall be borne by the winner at their own cost.</p>
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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.maggi.my/ms/aktiviti-maggi/ramadan-raya/> 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](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](https://www.nestle.com.my/info/privacy_policy/privacy_bm).