

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Wyeth Nutrition (Malaysia) Sdn. Bhd. (199301002691)
2. <u>Promotion:</u>	SAVE MORE, WIN GOLD 2024.
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 25/04/2024 and closes at 23:59:59 on 31/07/2024.
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, with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Participating Products:</u>	<p>a. Below are the participating products (all pack sizes)(“Products”):</p> <ul style="list-style-type: none"> i. S-26 GOLD[®] PROGRESS[®] 3; or ii. S-26 GOLD[®] PROMISE[®] 4; or iii. S-26[®] PROGRESS[®] 3; or iv. S-26[®] PROMISE[®] 4; and v. ASCENDA[®]. <p>IMPORTANT NOTICE: We believe that breastfeeding is the best nutritional start for babies, and we fully support World Health Organizations recommendation of exclusive breastfeeding for the first six months of life followed by the introduction of adequate nutritious complementary foods, along with continued breastfeeding up to two years of age. S-26 GOLD[®] PROGRESS[®] 3, S-26 GOLD[®] PROMISE[®] 4, S-26[®] PROGRESS[®] 3 and S-26[®] PROMISE[®] 4 are not a breast milk substitute. We recommend that you speak to your healthcare professional about how to feed your child and seek advice on when to introduce this product.</p>
6. <u>Participating Outlets:</u>	a. For a complete list of participating outlets (“Outlets”) please visit the Promotion Website at: https://wyethnutrition.com.my/campaigns/save-more-win-gold-2024 for updated details. All Outlets will display the Promotion merchandising material at their premises throughout the Promotion Period.
7. <u>Promotion Tiers:</u>	<p>a. The Promotion is divided into two (2) Tiers:</p> <ul style="list-style-type: none"> i. <u>Tier 1</u> – Redemption of preferred eWallets of either RM18 Touch ‘n Go eWallet Reload PIN or RM18 Boost Credit Redemption Code. ii. <u>Tier 2</u> – Contest for Participants to participate and may stand a chance to win the Contest and Exclusive Outlets Contest prizes . <p>b. Participants that submit their entries for the Tier 1 – Redemption will automatically be participating in the Tier 2 – Contest, if eligible.</p>

8. Proof of Purchase & Entry Method:

- a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia One Hundred and Sixty (RM160) (“Minimum Purchase”) of any Products in a single original receipt from any instore Outlets (“Receipt”) and/or invoice from LOTUS’S online App or LOTUS’S at LAZADA and/or SHOPEE online platform (“Invoice”) as the Proof of Purchase during the Promotion Period.
- b. Instore Outlets Receipt:
 - i. The Receipt can come in the form of printed receipts from point-of-sale systems for instore outlet purchases. For purchases with instore outlet discounts and/or any other discounts, the final paid amount of the Products must be the minimum purchase amount and above to be qualified.
 - ii. The Receipt must clearly state the name of the instore outlet at which outlet the purchase was made. The date of purchase, Products purchased, Products purchase amount and Receipt number must be clearly stated and printed on the Receipt (“Receipt Details”).
- c. LOTUS’S Online App or LOTUS’S at LAZADA and/or SHOPEE online Invoice:
 - i. The Invoice can be in the form of a screenshot of invoice for online purchases from LOTUS’S online App or LOTUS’S at LAZADA and/or SHOPEE online platform only. For online purchases with promotion codes and/or rebates and/or discount vouchers and/or shipping vouchers and/or any other discounts, the final paid amount of the Products must be the minimum purchase amount and above to be qualified.
 - ii. The Invoice must clearly state the name of the online merchant at which the online purchase was made. The date of purchase, Products purchased, Products purchase amount and Invoice number must be clearly stated and printed on the Invoice (“Invoice Details”).
- d. For Participants with purchases from any four (4) exclusive outlets, listed below (“Exclusive Outlets”), during the Promotion Period will also stand a chance to win additional prizes. Please refer to section 14.

EXCLUSIVE OUTLETS	
i	LOTUS'S instore and/or online
ii	AEON & AEON BIG
iii	H&L
iv	EVERRISE

- e. The Promotion participation method is via Promotion Website only. Participants may submit as many entries as they wish but each unique Receipt and/or Invoice (collectively “Proof of Purchase”) is **ONLY eligible for one (1) entry submission**.
- 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

	<p>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"> i. Visit the Promotion Website at: https://wyethnutrition.com.my/campaigns/save-more-win-gold-2024 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, select the preferred eWallet to redeem and a Malaysian registered mobile number compatible with WhatsApp for further communication (“Personal Details”). iii. Snap one (1) clear and legible picture/image in jpg or jpeg or png format (“Image”) of the Proof of Purchase with the required 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 send an auto-reply acknowledgment message for each Entry received. <p>h. 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 Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Proof of Purchase Images. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p> <p>i. The Organiser shall reserve the right to request for evidence of the original hardcopy Proof of Purchase for verification and prize redemption. Failure to produce the original hardcopy Proof of Purchase upon request will result in disqualification and forfeiture.</p>
<p>9. <u>Entry Deadline:</u></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>10. <u>Tier 1 – Redemption:</u></p>	<ol style="list-style-type: none"> a. The Tier 1 – Redemption is in the form of pre-selected preferred eWallet of either: <ol style="list-style-type: none"> i. RM18 Touch ‘n Go eWallet Reload PIN, or ii. RM18 Boost Credit Redemption Code. b. The Redemption is limited to the first three thousand (3000) qualified Entries received throughout the Promotion Period. In the event the total three thousand (3000) of combined eWallet Redemptions are completely redeemed, the Organiser will update the status in the Promotion Website. All Entries received thereafter will still be eligible to participate in the Tier 2 – Contest, if eligible.

- c. For each qualified Entry received, the Participant may only redeem one (1) eWallet regardless of any quantity purchased in excess of the Minimum Purchase in a single Proof of Purchase.
For example:
- i. If Participant A purchases RM170 of Products in a single Proof of Purchase during the Promotion Period, he/she is entitled to redeem one (1) eWallet only.
 - ii. If Participant B purchases RM370 Products in a single Proof of Purchase during the Promotion Period, he/she is also entitled to redeem one (1) eWallet only.
- d. Each Participant based on full name, ID number and mobile number may only redeem up to a maximum of three (3) eWallets throughout the Promotion Period. In the event a Participant submitted more than three (3) Entries, the subsequent Entries will not be eligible for the Redemption but will be eligible to participate in the Tier 2 – Contest.
- e. The Organiser’s service provider will send the codes for RM18 Touch ‘n Go eWallet Reload PIN and/or RM18 Boost Credit Redemption Code to the Participants via the Promotion Official WhatsApp Number at **6018 388 2921** to mobile numbers of all the verified and successful Participants within seven [7] working days from the Entry submission.
- f. All unclaimed eWallet credits 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.
- g. All Participants must abide by the terms and conditions of the vendors and parties arranging and providing the eWallet credit(s). The following are the terms and conditions of the vendors:
- i. Redemption and usage of the Touch ‘n Go eWallet 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/>
- h. The Organiser will not be held responsible if any of the eWallet credits cannot be delivered or deployed to the Participants due to any change, error and/or difference in the mobile contact number submitted to the Organizer during Promotion Entry submission.
- i. The Organiser reserves the right at its absolute discretion to extend the timeline of eWallet credit delivery as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the eWallet credit(s) to the Participant(s). All unclaimed eWallet credit(s) after 31/10/2024 will be forfeited.

<p>11. <u>Tier 2 – Contest Entry Processing:</u></p>	<p>a. All Qualified Entries received in Tier 1 - Redemption will automatically be participating in the Tier 2 – Contest.</p> <p>b. The Organiser will allocate one (1) serial number to each Qualified Entry received regardless of whether the purchase amount exceeds the Minimum Purchase requirement. <u>For example:</u></p> <p>i. If Participant A purchases RM170 of Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate one (1) serial number.</p> <p>ii. If Participant B purchases RM370 Products in a single Proof of Purchase during the Promotion Period, the Organiser will allocate one (1) serial numbers.</p>			
<p>12. <u>Tier 2- Contest Grand Prizes:</u></p>	<p>There are ten (10) Grand Prizes in the form of a Limited Edition gold bar in the shape of S-26 GOLD® PROGRESS® 3 tin [999.9 gold +/- 5gm] worth approximately RM2400* to be won at the end of the Promotion Period. <i>*The value of the Grand Prize is correct at the time of printing. The gold value is according to the current gold price. A HABIB JEWELS certificate of authenticity will be included on the packaging.</i></p>			
<p>13. <u>Tier 2- Contest Grand Prizes Judging Details:</u></p>	<p>a. As part of the Grand Prize Finalists’ selection process, the Organiser will tabulate the Entries received and allocate a serial number[s], for each Entry received and approved by the Organiser to be a successful entry throughout the Promotion Period, according to the Products 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. At the end of the Promotion Period, the serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”]. Assuming that the Total Qualified Entries is 10001, the Organiser will compute and select based on the following:</p> <p>i. Selection of ten [10] Grand Prize Finalists: $10001 \div 10 = 1000.10$. Since dividing 10001 with 10 will result in a number with decimal value, the number 1000.10 will be rounded down to 1000. The following 10 Participants with Qualified Entries bearing the following serial numbers will be selected: 1000*, 2000*, 3000*, 4000, 5000, 6000, 7000, 8000, 9000 and 10000 [*computation examples: 1000, $1000+1000=2000$, $2000+1000=3000$].</p>			
<p>14. <u>Exclusive Outlets Contest Prizes:</u></p>	<p>a. All Participants with purchases from any four (4) Exclusive Outlets during the Promotion Period will be eligible to win <u>additional Prizes</u>.</p> <p>b. Please refer below for the quantity of additional Exclusive Outlets Prizes to be won throughout the Promotion Period:</p> <table border="1" data-bbox="395 1910 1465 2016"> <tr> <td data-bbox="395 1910 627 2016"> <p>EXCLUSIVE OUTLETS</p> </td> <td data-bbox="627 1910 1082 2016"> <p>GRAND PRIZES</p> </td> <td data-bbox="1082 1910 1465 2016"> <p>CONSOLATION PRIZES</p> </td> </tr> </table>	<p>EXCLUSIVE OUTLETS</p>	<p>GRAND PRIZES</p>	<p>CONSOLATION PRIZES</p>
<p>EXCLUSIVE OUTLETS</p>	<p>GRAND PRIZES</p>	<p>CONSOLATION PRIZES</p>		

i	LOTUS'S	One (1) Branded Robot Vacuum Cleaner worth RM4000.	Ten (10) LOTUS'S Vouchers worth RM100 each.
ii	AEON & AEON BIG	Two (2) SAMSUNG GALAXY TAB A9+ worth RM1000 each.	Thirty (30) AEON Vouchers worth RM50 each.
iii	H&L	Five (5) RUSSELL TAYLORS 250W Stand Mixer D5 worth RM300 each.	Thirty (30) Retailer's Vouchers worth RM50 each.
iv	EVERRISE	One (1) SAMSUNG 43 inch CRYSTAL UHD 4K TV CU7100 worth RM2000.	Twenty (20) Retailer's Vouchers worth RM50 each.

- c. The Organiser will allocate serial numbers for each Entry received and approved by the Organiser to be a successful entry throughout the Promotion Period according to each Exclusive Outlets Entries (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".
- d. Assuming the total **LOTUS'S** Qualified Entries received is **301** the Organiser will compute and select the finalists based on the following:
- i. **Selection of one (1) LOTUS'S Grand Prize Finalists: $301 \div 2 = 150.50$.** Since dividing 301 with 2 will result in a number with decimal value, the number 150.50 will be rounded down to 150. The Participant with **LOTUS'S** Qualified Entry bearing the serial numbers 150 will be selected.
 - ii. **Selection of ten (10) LOTUS'S Consolation Prize Finalists: $301 \div 10 = 30.10$.** Since dividing 301 with 10 will result in a number with decimal value, the number 30.10 will be rounded down to 30. The following 10 Participants with **LOTUS'S** Qualified Entries bearing the following serial numbers will be selected: 30*, 60*, 90*, 120, 150 and so forth (*computation example: 30, $30+30=60$, $60+30=90$).
- e. Assuming the total **AEON & AEON BIG** Qualified Entries received is **305** the Organiser will compute and select the finalists based on the following:
- i. **Selection of two (2) AEON & AEON BIG Grand Prize Finalists: $305 \div 2 = 152.50$.** Since dividing 305 with 2 will result in a number with decimal value, the number 152.50 will be rounded down to 152. The following 2 Participants with **AEON & AEON BIG** Qualified Entries bearing the following serial numbers will be selected: 152* and 304* (*computation example: 152, $152+152=304$).
 - ii. **Selection of thirty (30) AEON & AEON BIG Consolation Prize Finalists: $305 \div 30 = 10.17$.** Since dividing 305 with 30 will result in a number with decimal value, the number 10.17 will be rounded down to 10. The following 30 Participants with **AEON & AEON BIG** Qualified Entries bearing the following serial numbers will be selected: 10*, 20*, 30*, 40, 50 and so forth (*computation example: 10, $10+10=20$, $20+10=30$).
- f. Assuming the total **H&L** Qualified Entries received is **304** the Organiser will compute and select the finalists based on the following:

	<ul style="list-style-type: none"> i. Selection of five (5) H&L Grand Prize Finalists: $304 \div 5 = 60.80$. Since dividing 304 with 5 will result in a number with decimal value, the number 60.80 will be rounded down to <u>60</u>. The following 5 Participants with H&L Qualified Entries bearing the following serial numbers will be selected: 60*, 120*, 180*, 240 and 300 (*computation examples: <u>60</u>, $60+60=120$, $120+60=180$). ii. Selection of thirty (30) H&L Consolation Prize Finalists: $304 \div 30 = 10.14$. Since dividing 304 with 30 will result in a number with decimal value, the number 10.14 will be rounded down to 10. The following 30 Participants with H&L Qualified Entries bearing the following serial numbers will be selected: 10*, 20*, 30*, 40, 50 and so forth (*computation example: 10, $10+10=20$, $20+10=30$). <p>g. Assuming the total EVERRISE Qualified Entries received is 205 the Organiser will compute and select the finalists based on the following:</p> <ul style="list-style-type: none"> i. Selection of one (1) EVERRISE Grand Prize Finalists: $205 \div 2 = 102.50$. Since dividing 205 with 2 will result in a number with decimal value, the number 102.50 will be rounded down to <u>102</u>. The Participant with EVERRISE Qualified Entry bearing the serial number 102 will be selected. ii. Selection of twenty (20) EVERRISE Consolation Prize Finalists: $205 \div 20 = 10.25$. Since dividing 205 with 20 will result in a number with decimal value, the number 10.25 will be rounded down to <u>10</u>. The following 20 Participants with EVERRISE Qualified Entries bearing the following serial numbers will be selected: 10*, 20*, 30*, 40, 50, 60 and so forth (*computation example: <u>10</u>, $10+10=20$, $20+10=30$).
<p>15. <u>Additional Terms:</u></p>	<ul style="list-style-type: none"> a. The Organiser will contact all selected Finalists via WhatsApp from 6018 388 2921 to the mobile number from which the Organiser received in the Qualified Entries. Each selected Finalist 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. b. Each Participant may throughout the Promotion Period win only: <ul style="list-style-type: none"> i. one (1) Grand Prize, ii. one (1) Exclusive Outlet LOTUS'S Prize, iii. one (1) Exclusive Outlet AEON & AEON BIG Prize, iv. one (1) Exclusive Outlet H&L Prize, and v. one (1) Exclusive Outlet EVERRISE Prize. c. The Grand Prizes collection will be performed by Winners' own collection from either the Organiser's Service Provider or selected HABIB JEWELS outlets within 6 to 8 weeks from the closing date of the Promotion. The Organiser will further advise the Winners once the Winners confirm the mode of collection as stated herein.

	<p>d. All Exclusive Outlet Prizes will be delivered to the Winners within 6 to 8 weeks from the closing date of the Promotion to the address from which the Organiser received in the Qualified Entries. The Organiser reserves the rights to extend the timelines and method of prizes fulfilment stated under this section at the discretion of the Organiser. All unclaimed prizes after 31/10/2024 will be forfeited.</p> <p>e. 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>f. The Organizer 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 Organizer’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>g. The Organizer 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://wyethnutrition.com.my/campaigns/save-more-win-gold-2024>, 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.wyethnutrition.com.my/privacy-notice>.
- 12.2 Dengan menyertai Promosi ini, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di <https://www.wyethnutrition.com.my/ms/Kenyataan-privasi>.