

Date:	25/08/2023	Period:	21/09/2023 – 11/10/2023 (3 wks)
Brand:	Lotus LKLN	Product:	Total Nestle SKU
Project Name:	Lotus LKLN Corporate Campaign	Media:	T&C – Website Format (9 pgs)
Prepared by:	Evee Lee – Always Marketing Sdn Bhd	Language:	English – v4
Legal:		Revision:	



TERMS AND CONDITIONS

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. [197901000966].																								
2. <u>Promotion:</u>	Lebih Kebajikan Lebih Nilai 2023 “Nestlé Tetap Bersamamu”																								
3. <u>Promotion Period:</u>	<p>a. Set out below are details of the Campaign participating outlets, the specific campaign dates based on participating outlets and location during the period starting from 21st September 2023 until 11th Oct 2023 (weekends only) (“Promotion Period”):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Start Time</th> <th style="width: 15%;">End Time</th> <th style="width: 15%;">Break Time</th> <th style="width: 30%;">States</th> <th style="width: 25%;">Activation Days</th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="text-align: center;">10:00:00</td> <td rowspan="2" style="text-align: center;">22:00:00</td> <td rowspan="2" style="text-align: center;">14:00 – 15:00</td> <td>All Peninsular states EXCEPT Kota Bahru & Kedah (6 outlets referring to the schedule below)</td> <td style="text-align: center;">Every Saturday & Sunday</td> </tr> <tr> <td>Kota Bahru & Kedah (EXCEPT Lotus’s Kulim & Lotus’s Aman Central)</td> <td style="text-align: center;">Every Friday & Saturday</td> </tr> </tbody> </table> <p>Outlet: Lotus Peninsular Malaysia – See “Location Table” below</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No</th> <th style="width: 15%;">Region</th> <th style="width: 30%;">Outlet</th> <th style="width: 50%;">Activation Dates</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">NORTHERN</td> <td>LOTUS'S BUKIT MERTAJAM</td> <td>23-24 Sept, 30 Sept-1Oct, 7-8 Oct</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">NORTHERN</td> <td>LOTUS'S SEBERANG JAYA</td> <td>23-24 Sept, 30 Sept-1Oct, 7-8 Oct</td> </tr> </tbody> </table>	Start Time	End Time	Break Time	States	Activation Days	10:00:00	22:00:00	14:00 – 15:00	All Peninsular states EXCEPT Kota Bahru & Kedah (6 outlets referring to the schedule below)	Every Saturday & Sunday	Kota Bahru & Kedah (EXCEPT Lotus’s Kulim & Lotus’s Aman Central)	Every Friday & Saturday	No	Region	Outlet	Activation Dates	1	NORTHERN	LOTUS'S BUKIT MERTAJAM	23-24 Sept, 30 Sept-1Oct, 7-8 Oct	2	NORTHERN	LOTUS'S SEBERANG JAYA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
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3	NORTHERN	LOTUS'S SG DUA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
4	NORTHERN	LOTUS'S MERGONG	22-23 Sept, 29-30 Sept, 6-7 Oct
5	NORTHERN	LOTUS'S PENANG (E-GATE)	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
6	NORTHERN	LOTUS'S SG PETANI UTARA	22-23 Sept, 29-30 Sept, 6-7 Oct
7	NORTHERN	LOTUS'S SG PETANI SELATAN	22-23 Sept, 29-30 Sept, 6-7 Oct
8	NORTHERN	LOTUS'S KULIM	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
9	NORTHERN	LOTUS'S STARGATE	22-23 Sept, 29-30 Sept, 6-7 Oct
10	NORTHERN	LOTUS'S TANJUNG PINANG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
11	NORTHERN	LOTUS'S JITRA	22-23 Sept, 29-30 Sept, 6-7 Oct
12	NORTHERN	LOTUS'S BERTAM PERDANA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
13	NORTHERN	LOTUS'S BAGAN AJAM	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
14	NORTHERN	LOTUS'S BANDAR PUTERI JAYA	22-23 Sept, 29-30 Sept, 6-7 Oct
15	NORTHERN	LOTUS'S BERCHAM	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
16	NORTHERN	LOTUS'S TAIPING	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
17	NORTHERN	LOTUS'S IPOH GARDEN	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
18	NORTHERN	LOTUS'S KAMPAR	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
19	NORTHERN	LOTUS'S STATION 18	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
20	NORTHERN	LOTUS'S SRI ISKANDAR	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
21	NORTHERN	LOTUS'S TELUK INTAN	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
22	NORTHERN	LOTUS'S SRI MANJUNG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
23	NORTHERN	LOTUS'S PULAI HARTAMAS	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
24	NORTHERN	LOTUS'S AMAN CENTRAL	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
25	CENTRAL	LOTUS'S SEMENYIH	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
26	CENTRAL	LOTUS'S SEREMBAN 2	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
27	CENTRAL	LOTUS'S NILAI	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
28	CENTRAL	LOTUS'S BAHAU	23-24 Sept, 30 Sept-1Oct, 7-8 Oct

	29	CENTRAL	LOTUS'S LUKUT	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	30	CENTRAL	LOTUS'S BANGI	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	31	CENTRAL	LOTUS'S SEREMBAN JAYA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	32	CENTRAL	LOTUS'S AMPANG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	33	CENTRAL	LOTUS'S MUTIARA DAMANSARA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	34	CENTRAL	LOTUS'S CHERAS	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	35	CENTRAL	LOTUS'S KAJANG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	36	CENTRAL	LOTUS'S PUCHONG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	37	CENTRAL	LOTUS'S PARADIGM MALL KELANA JAYA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	38	CENTRAL	LOTUS'S BANDAR BUKIT PUCHONG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	39	CENTRAL	LOTUS'S IOI CITY MALL	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	40	CENTRAL	LOTUS'S ARA DAMANSARA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	41	CENTRAL	LOTUS'S BUKIT TINGGI	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	42	CENTRAL	LOTUS'S SETIA ALAM	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	43	CENTRAL	LOTUS'S SHAH ALAM	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	44	CENTRAL	LOTUS'S PUNCAK ALAM	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	45	CENTRAL	LOTUS'S JENJAROM	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	46	CENTRAL	LOTUS'S KEPONG (HQ)	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	47	CENTRAL	LOTUS'S BUKIT BERUNTUNG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	48	CENTRAL	LOTUS'S SELAYANG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	49	CENTRAL	LOTUS'S KUALA SELANGOR	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	50	CENTRAL	LOTUS'S RAWANG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	51	CENTRAL	LOTUS'S WANGSA WALK	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	52	CENTRAL	LOTUS'S THE MINES	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
	53	SOUTHERN	LOTUS'S MELAKA CHENG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct

54	SOUTHERN	LOTUS'S MELAKA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
55	SOUTHERN	LOTUS'S BUKIT INDAH	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
56	SOUTHERN	LOTUS'S DESA TERBAU	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
57	SOUTHERN	LOTUS'S PLENTONG	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
58	SOUTHERN	LOTUS'S KULAI	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
59	SOUTHERN	LOTUS'S SERI ALAM	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
60	SOUTHERN	LOTUS'S MUTIARA RINI	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
61	SOUTHERN	LOTUS'S ECO TROPICS MASAI	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
62	SOUTHERN	LOTUS'S KSL CITY	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
63	SOUTHERN	LOTUS'S SETIA TROPIKA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
64	SOUTHERN	LOTUS'S PARIT RAJA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct
65	EAST COAST	LOTUS'S KOTA BHARU	22-23 Sept, 29-30 Sept, 6-7 Oct
66	EAST COAST	LOTUS'S INDERA MAHKOTA	23-24 Sept, 30 Sept-1Oct, 7-8 Oct

4. Eligibility:

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. The Organiser shall reserve the right to request for evidence of identification documents.

5. Entry Method (Outlets):

Tier 1:

- a. To participate in this Promotion / Redemption, purchase any NESTLÉ product (EXCEPT LACTOGEN Level 1 & Level 2 and NAN Level 1 & Level 2 products) worth at least Ringgit Malaysia Thirty Five (RM35) in one receipt from any Lotus's store according to the Activation Date and Location Table above ("Original Receipt").
- b. Obtain the Original Receipt as proof of purchase of Nestlé Products to redeem Nestlé Products.
- c. Once the prize is redeemed, the Original Receipt will be signed and stamped "Redeemed" by the duty promoter / organizer.
- d. There are minimum of seventy six [76] Daily Redemptions in the form of random Nestlé products to be redeemed each day for three [3] consecutive weeks in each twelve [12] states in Peninsular Malaysia. In total, there are thirty thousand and three hundred [30,300] Daily Redemptions to be redeemed throughout the Promotion Period. While stock lasts.

Tier 2:

	<p>e. To participate in this Promotion / Redemption, purchase any NESTLÉ product (EXCEPT LACTOGEN Level 1 & Level 2 and NAN Level 1 & Level 2 products) worth at least Malaysian Ringgit Sixty Five (RM65) in Original Receipt.</p> <p>f. Get the Original Receipt as proof of Nestlé Product purchase to redeem one [1] Nestlé Limited Umbrella</p> <p>g. Once the prize is redeemed, the Original Receipt will be signed and stamped "Redeemed" by the duty promoter / organizer.</p> <p>h. There are minimum of eighty-seven [87] Daily Redemptions in the form of umbrellas of varied designs to be redeemed each day for three [3] consecutive weeks in each twelve [12] states in Malaysia. In total, there are thirty-four thousand six hundred and forty [34,640] Daily Redemptions to be redeemed throughout the Promotion Period. While stock lasts.</p> <p>i. The three [3] weekly periods are as per below: Week 1: 23/09/2023 – 24/09/2023 Week 2: 30/09/2023 – 01/10/2023 Week 3: 07/10/2023 – 08/10/2023</p>
<p><u>Entry & Redemption(Online Platforms)</u></p>	<p>Online Platform (LOTUS'S Online Store)</p> <p>a) For purchases through online platforms (Lotus’s Shopping Online), participants only need to purchase any Nestlé product (EXCEPT LACTOGEN Level 1 & Level 2 and NAN Level 1 & Level 2 products) worth at least a minimum of Ringgit Malaysia sixty-five (RM65) in one transaction to get one (1) Nestlé Limited Umbrella.</p> <p>b) There are at least one hundred [100] umbrellas of varied designs (“Nestlé Limited Umbrella”) to be redeemed each week through the online platform (LOTUS'S Online Store) for three [3] consecutive weeks. In total, there are three hundred (300) Nestlé Limited Umbrellas will be given away during the Promotion Period. While stock lasts. The damage premium replacement period is two (2) weeks from the date of receipt.</p> <p>Online Platforms (Lazada and Shopee)</p> <p>a) For purchases through online platforms (Lazada and Shopee), participants only need to purchase any Nestlé product (EXCEPT LACTOGEN Level 1 & Level 2 and NAN Level 1 & Level 2 products) worth at least Ringgit Malaysia fifty (RM50) in one transaction to get one (1) mug of varied designs (“Nestlé Limited Mugs”). There are at least sixty-six [66] Nestlé Limited Mugs to be redeemed every week through online platforms (Lazada and Shopee) for three [3] weeks in a row. In total, there are two hundred (200) Nestlé Limited Mugs to be given away during the Promotion Period. While stocks last.</p>
<p><u>6. Entry & Redemption (Offline):</u></p>	<p>Redemption at Lotus's Malaysia outlets</p> <p>Promotion / Redemption Participants can only make purchases and redemptions according to the Promotion / Redemption Date and location of the Lotus's branch/outlet where the purchase of Nestlé Products is made by the Participant. Participants cannot participate in the Promotion / Redemption with purchase receipts from other Lotus's</p>

	<p>branches/outlets or those that do not follow the Promotion “Activation Date” and “Location Table” above.</p> <p>Each participant can only redeem two [2] Nestlé products OR two [2] Nestlé Limited Umbrella gifts per Original Receipt</p> <ul style="list-style-type: none"> - Purchases worth Ringgit Malaysia Thirty Five [RM35] to Ringgit Malaysia Sixty Four [RM64] in one [1] Original Receipt can only redeem a gift in the form of Nestlé products. - Purchases worth Ringgit Malaysia Sixty Five [RM65] and above in one [1] Original Receipt can only redeem the Nestlé Limited Umbrella gift <p>Redemption is limited to a maximum of two [2] units in one [1] Original Receipt.</p> <ul style="list-style-type: none"> - Eg: Purchases worth Ringgit Malaysia Eighty Five [RM85] can only redeem one [1] unit of Nestlé Limited Umbrella. - Eg: Purchases worth Ringgit Malaysia Two Hundred [RM200] can only redeem two [2] Nestlé Limited Umbrella gift units. <p>All redemption prizes are NON-RESELLABLE.</p>
<p>7. Offline Redemption</p>	<p>Each participant can only redeem two [2] Nestlé products OR two [2] Nestlé Limited Umbrella gifts per Original Receipt</p> <ul style="list-style-type: none"> - Purchases worth Ringgit Malaysia Thirty Five [RM35] to Ringgit Malaysia Sixty Four [RM64] in one [1] Original Receipt can only redeem a gift in the form of Nestlé products. - Purchases worth Ringgit Malaysia Sixty Five [RM65] and above in one [1] Original Receipt can only redeem the Nestlé Limited Umbrella gift <p>Redemption is limited to a maximum of two [2] units in one [1] Original Receipt.</p> <ul style="list-style-type: none"> - Eg: Purchases worth Ringgit Malaysia Eighty Five [RM85] can only redeem one [1] unit of Nestlé Limited Umbrella. - Eg: Purchases worth Ringgit Malaysia Two Hundred [RM200] can only redeem two [2] Nestlé Limited Umbrella gift units. <p>All redemption prizes are NON-RESELLABLE.</p>

Schedule to Conditions of Entry

This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at <https://www.dearnestle.com.my/LKLN- Nestle-Tetap-Bersamamu2023> collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

By participating in the Promotion, you have read and agreed to the **Terms and Conditions** and the processing of your Personal Data in the Privacy Notice.

Consumer Services Contact No.: 1800 88 3433.

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 these 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. Prizes

5.1 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.

5.2 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.

5.3 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.

5.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent sponsor or third party providing the Prizes.

5.5 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.

- 5.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 5.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

6. 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.

7. 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.

8. 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,

9. Limitation of Liability

- 9.1 The Participant's participation in the Promotion shall be at the Participant's own risk.
- 9.2 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.

10. General

- 10.1 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.
- 10.2 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
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

11. Privacy Notice

- 11.1 By participating in the Promotion, You consent for Nestlé Products Sdn. Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Nestlé Malaysia Group") and service providers, agents and contractors who provide administrative and business support to us and act on our behalf ("Authorised Third Parties") (collectively "Organiser", "us", "we" or "our") to process your personal information provided in the Promotion Entry for purposes of the Promotion. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.
- 11.2 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events or contests organised by the Organiser. Please indicate your option on the form if you agree to the use of your personal information for this purpose.
- 11.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained

the consent of that person to share and disclose his/her personal information to us and to being contacted by us.

- 11.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 11.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at http://www.nestle.com.my/info/privacy_policy.
- 11.6 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our privacy policy at http://www.nestle.com.my/info/privacy_policy.
- 11.7 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.

All your written requests or queries should be addressed to:

- Contact: Personal Data Protection Officer
- Address: Nestlé Products Sdn. Bhd., 22-1, 22nd Floor, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara 47810, Petaling Jaya, Selangor.

Or

- Webform: <https://www.nestle.com.my/contactus>.
- Call us: 1-800-88-3433.

- 11.8 Please note the Organiser requires your personal information in order to process your participation in the Promotion, without which we will not be able to process your application.
- 11.9 For a more detailed description of our privacy practices, please refer to our Privacy Policy at http://www.nestle.com.my/info/privacy_policy. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.