

**TERMS AND CONDITIONS**

**Schedule to Conditions of Entry**

<b>1. <u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966].
<b>2. <u>Promotion:</u></b>	Menang Lagi Bersama Milo Di Eonsave
<b>3. <u>Promotion Period:</u></b>	The Promotion starts at 00:00:00 on 29/09/2023 and ends at 23:59:59 on 09/11/2023.
<b>4. <u>Eligibility:</u></b>	The Promotion is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Promotion Period. The Organiser shall reserve the right to request for evidence of identification documents.
<b>5. <u>Entry Method:</u></b>	<p>a. To participate in the Promotion, purchase a minimum of Ringgit Malaysia Fifteen [RM15] of any Milo products <b>excluding</b> Milo 3.2kg as shown on the Promotion leaflet in a single receipt [“Receipt”] from any Eonsave outlet during the Promotion Period.</p> <p>b. Scan QR code or enter <a href="https://nes.tl/EonsaveMiloFair2023">https://nes.tl/EonsaveMiloFair2023</a> to participate in this Promotion.</p> <p>c. The registration must be submitted on the Promotion Website Registration Form at: <a href="https://nestlemalaysia.qualifioapp.com/quiz/1279892_2862/menangi_lagi_bersama_milo_di_eonsave.html">https://nestlemalaysia.qualifioapp.com/quiz/1279892_2862/menangi_lagi_bersama_milo_di_eonsave.html</a> [“Promotion Website Registration Form”]. The Organiser shall reserve the right to request for evidence of identification documents.</p> <p>d. Fill in all the required personal details including the mobile number registered in Malaysia and with WhatsApp application [“Personal Details”] in the Web Form provided on the Promotion website.</p> <p>e. Write full name as per NRIC and NRIC number on the Receipt.</p> <p>f. Attach clear images of payment Receipt (‘Proof of Purchase’) on jpeg or png format and purchased eligible product(s). The Receipt can come in the form of printed and/or hand-written Receipts from point-of-sale systems or tax invoices for online purchases. For online purchases, only valid tax invoices for orders placed on the Eonsave official store are eligible. For online purchases with promotion codes and/or discount</p>

vouchers, only the final paid amount shown on the tax invoice will be accepted.

- g. The Receipt must bear the receipt number, name and/or logo of the outlet at which the purchase was made, and the required Products clearly stated [“Receipt Details”]. If this is absent, the Receipt needs to be stamped with the official company stamp of the outlet at which the purchase is made.
- h. One [1] Image must contain a picture of one [1] Receipt only and the Image file must be less than 5MB.
- i. Upload the Image on the web form and submit [“Entry”].
- j. The Organiser will reply with an autoreply to acknowledgment message for each Entry received.
- k. Entries are allocated by the Organiser based on the purchase amount stated in the Receipt submitted [“Entry”]. For every Ringgit Malaysia Fifteen [RM15], the Organiser will generate one [1] base Entry and up to a maximum of forty-two [42] Entries. For example, a Receipt submitted with Ringgit Malaysia Thirty-Two [RM32], will be divided by Ringgit Malaysia Fifteen [RM15]. The qualifying Entry allocated will be Two [2], which is the round down to the nearest whole number of the result of the division.
- l. Bonus Entry:  
For every Ringgit Malaysia Forty-Five [RM45], 3 bonus Entries will be given. For example, for a Receipt submitted with Ringgit Malaysia One Hundred [RM100], the qualifying standard Entry allocated will be Six [6], and the extra bonus Entry allocated will be Six [6], total qualifying Entries will be Twelve [12], which is the round down to the nearest whole number of the result of the division.
- m. Illustrations of standard Entry generation:
  - i. Illustration (1):

<b>Receipt A</b>	
Milo 3in1 Original (18s)	16.50
Milo 3in1 Original (30s)	20.50
<b>Total product amount</b>	<b>RM37.00</b>
Base entry	2
Bonus	0
<b>Total QUALIFYING Entries</b>	<b>2</b>

ii. Illustration (2):

<b>Receipt B</b>	
Milo Activ-Go UHT (200ml x 24)	37.63
Milo Powder 2kg	30.00
<b>Total product amount</b>	<b>RM67.63</b>
Base entry	4
Bonus	3
<b>Total QUALIFYING Entries</b>	<b>7</b>

iii. Illustration (3):

<b>Receipt C</b>	
Milo UHT 125ml (10 x 4 Packs)	71.90
Milo Breakfast Cereal 500g	15.95
Milo Activ-Go Original Can (240ml x 24)	51.07
<b>Total product amount</b>	<b>RM138.92</b>
Base entry	9
Bonus	9
<b>Total QUALIFYING Entries</b>	<b>18</b>

- n. The Promotion submission method is via the Promotion Website only. Participants can submit receipt as many as possible, but each unique Receipt is ONLY eligible for one [1] entry submission. The Organiser shall reserve the right to disqualify any Entries with reprinted Receipt and/or duplicated Receipt and/or Images containing more than one [1] Receipt.
- o. The Organiser will extract all Entries received for further processing. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser. Unclear images, illegible and incomplete Entries will be disqualified without further notification to the Participants for such disqualified Entries.
- p. The Organiser shall reserve the right to request for evidence of the original Receipt [hardcopy] for verification and prize redemption. Failure to produce the original Receipt upon request will result in disqualification and prize forfeiture.

**6. Entry Deadline:**

All Promotion submission(s) must be received by the Organiser on or before 23:59:59 on 9/11/2023. All Promotion submission(s) received outside the Promotion Period will automatically be disqualified.

**7. Prizes:**

**Grand Prize**

- a. There are two [2] units of Samsung 55" QLED 4K Q70C to be won at the end of the Promotion.

	<p><b>Second Prize</b></p> <p>b. There are seven [7] units of Samsung Front Load Washer Dryer with AI to be won at the end of the Promotion.</p> <p><b>Weekly Consolation Prize</b></p> <p>c. There is a total of sixty [60] Weekly Consolation Prizes (ten [10] Weekly Consolation Prizes to be won per week) throughout the Promotion Period.</p> <p>d. The six [6] weekly periods are as below:</p> <ul style="list-style-type: none"> <li>i. Week 1: 29/09 – 05/10/2023</li> <li>ii. Week 2: 06/10 – 12/10/2023</li> <li>iii. Week 3: 13/10 – 19/10/2023</li> <li>iv. Week 4: 20/10 – 26/10/2023</li> <li>v. Week 5: 27/10 – 02/11/2023</li> <li>vi. Week 6: 03/11 – 09/11/2023</li> </ul> <p>e. Each Participant can win a minimum one [1] Grand Prize or one [1] Second Prize and one [1] Weekly Consolation Prize throughout the Promotion Period.</p>
<p><b><u>8. Judging Details – Grand, Second and Weekly Consolation Prizes:</u></b></p>	<p>a. As part of the Winners selection process, the Organiser will allocate one [1] random serial number for each of the Entries generated according to clause 5(d) and approved by the Organiser to be a successful Entry at the end of the campaign, throughout the Promotion Period according to the Receipt submitted [each a “Qualified Entry” and collectively the “Qualified Entries”].</p> <p>b. These Qualified Entries will be arranged by the serial number in chronological order.</p> <p>c. For Grand Prizes, the total of Qualified Entries will be divided by two [2] to select winners. The Qualified Entry selected after division will be the closest lower whole number.</p> <p><u>Example:</u>  If there are a total of three thousand and fifty [3045] Qualified Entries, the total Qualified Entries will be divided by two [2] and rounded to the closest lower whole number i.e., 1522. The following 2 Winners with Qualified Entries bearing the following serial numbers will be shortlisted to win the Grand Prizes: 1522*, 3044*.  [*computation example: 1522, 1522+1522=3044].</p>

d. For Second Prizes, the total of Qualified Entries will be divided by seven [7] to select winners. The Qualified Entry selected after division will be the closest lower whole number.

Example:

If there are a total of three thousand and fifty [3045] Qualified Entries, the total Qualified Entries will be divided by seven [7] and rounded to the closest lower whole number i.e., 435. The following 7 Winners with Qualified Entries bearing the following serial numbers will be shortlisted to win the Second Prizes: 435\*, 870\*, 1305\*, 1740\*, 2175, 2610, 3045. [\*computation example: 435, 435+435=870, 870+435=1305, 1305+435=1740].

e. For Weekly Consolation Prizes, the total of Qualified Entries will be divided by ten [10] to select winners. The Qualified Entry selected after division will be the closest lower whole number.

Example:

If there are a total of three thousand and fifty [3045] Qualified Entries, the total Qualified Entries will be divided by ten [10] and rounded to the closest lower whole number i.e., 304. The following 10 Winners with Qualified Entries bearing the following serial numbers will be shortlisted to win the Weekly Consolation Prizes: 304\*, 608\*, 912\*, 1216\*, 1520, 1824, 2128, 2432, 2736, 3040.

[\*computation example: 304, 304+304=608, 608+304=912, 912+304=1216].

f. In the event where the same participant is selected more than once, the first selection shall remain valid and the subsequent win will be nullified. Shortlisted winner will be chosen from the next subsequent qualified entry.

Example:

If the 1522<sup>nd</sup> and 3044<sup>th</sup> Qualified Entry belong to the same participant, the 3044<sup>th</sup> Qualified Entry will be nullified and the 3045<sup>th</sup> Qualified Entry will take its place as the Shortlisted Winner.

Shortlisted Winner

g. The Organiser, by itself or through an appointed agency, will contact all Shortlisted Winners via WhatsApp at the mobile number that registered from which the Organiser received in the Qualified Entries.

h. Each shortlisted winner will be given one [1] question to answer. The shortlisted winner must answer the question asked by the Organiser correctly in order to win the Prize. Failure to answer correctly and/or failure to answer the question asked by the Organiser, or if the Organiser is unable to contact the participant, the Prize will be forfeited. The Organiser will not be held liable in the event the selected Finalists cannot be contacted for whatever reason.

	i. Upon request, all Winners must provide their delivery address to the Organiser for prize fulfilment.
<b>9. Additional Terms:</b>	<p>a. All prizes will be processed for delivery to the Winners within 6 – 8 weeks from Promotion end date 09/11/2023. The Organiser reserves the rights to extend the timelines and method of fulfilment stated under this clause at the discretion of the Organiser.</p> <p>b. All unclaimed prizes after the deadline set by the Organiser 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>c. 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>d. 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>

This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at <https://www.dearnestle.com.my/peraduan-menang-lagi-milo-econsave> “Terms and Conditions” and shall be binding on all participants who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

Consumer Services Contact No.: 1800 88 3433.

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**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 capitalised 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, unauthorised 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:

- a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
  - b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2. In addition, the Organiser reserves the right to disqualify any Participant that:
- a) undermines, has or attempted to undermine the operation of the Promotion by fraud, cheating or deception; and/or
  - b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.
- 5.3. In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

## **6. Prizes**

- 6.1. The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2. Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3. Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.4. All Prizes must be taken according to the terms and conditions of the Organiser, its agent sponsor or third party providing the Prizes.

### **(a) Tickets to an Event:**

The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.

### **(b) Travel/Holiday Prizes:**

If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

- 6.5. Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.6. Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7. Where a Participant is under the age of 18 years of age and is declared a Prize Winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

## **7. Publicity**

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Promotion (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organiser, for an unlimited time throughout the



world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

## **8. Intellectual Property Rights**

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Promotion and any derivative works arising there from 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 [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).
- 12.2. Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privay\\_notice\\_bm](http://www.nestle.com.my/info/privay_notice_bm).