



TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organizer	Nestlé Products Sdn. Bhd. (197901000966)
Contest	Peraduan Sinar Bersama Everyday
Contest Period	The Contest starts at 00:00:00 on 22 nd September 2023 and closes at 23:59:59 on 19 th November 2023.
Eligibility	The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period, and with a valid identification document and residential address in Malaysia.
Entry Method	<p>Online form Submission</p> <p>To participate in the Contest, purchase participating NESTLÉ EVERYDAY MILK products as listed in paragraph 2 below (“Products”) worth a minimum of Ringgit Malaysia Twenty (RM20.00) (“Minimum Value”) in a single receipt (“Proof of Purchase”) issued within the Contest Period (in-store or online).</p> <ol style="list-style-type: none"> Take a clear photo of the Proof of Purchase, fill up all the data fields in the contest entries form at https://nestlemalaysia.qualifioapp.com/quiz/1244335_2862/Everyday-Deepavali-Contest-2023-.html and upload the picture of Proof of Purchase and submit. The list of participating Products are: <ul style="list-style-type: none"> <u>NESTLÉ EVERYDAY MILK:</u> • NESTLÉ EVERYDAY 250g • NESTLÉ EVERYDAY 300g • NESTLÉ EVERYDAY 500g • NESTLÉ EVERYDAY 550g • NESTLÉ EVERYDAY 550g Jimat RM2 • NESTLÉ EVERYDAY 800g • NESTLÉ EVERYDAY 900g • NESTLÉ EVERYDAY 1.5kg • NESTLÉ EVERYDAY 1.6kg • NESTLÉ EVERYDAY 1.7kg • NESTLÉ EVERYDAY 1.8kg The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt submitted. For every Ringgit Malaysia Twenty [RM20], the Organiser will allocate one [1] serial number. Entries where the Purchase(s) is exceeding the Minimum Value in a single Proof of Purchase automatically will be given additional running serial number(s) based on every subsequent Minimum Value fulfilment but limited to twenty (20) serial numbers per single Proof of Purchase . For example: <ol style="list-style-type: none"> a) For Proof of Purchase with RM40.00 of participating NESTLÉ EVERYDAY MILK products, two (2) serial numbers will be given.

	<p>b) For Proof of Purchase with RM80.00 of participating NESTLÉ EVERYDAY MILK products, four (4) serial numbers will be given.</p> <p>c) For Proof of Purchase with RM100.00 of participating NESTLÉ EVERYDAY MILK products, five (5) serial numbers will be given.</p> <p>d) For Proof of Purchase with RM3000.00 of participating NESTLÉ EVERYDAY MILK products, twenty (20) serial numbers will be given.</p> <p>5. Entries with excess purchase value in the single Proof of Purchase upon validation and allocation of the maximum serial numbers by the Organizer will not be entitled to be reused or combined with different Proof of Purchase as new entry(ies) by participant. For example :</p> <p>a) For Proof of Purchase with value of RM3000 of participating NESTLÉ EVERYDAY products, maximum twenty (20) serial numbers will be given. The excess purchase value of RM2600 will not be entitled to be reused or combined with different Proof of Purchase as a new entry(ies) by participant.</p> <p>6. Multiple entry(ies) by the same participant with different Proof of Purchase during the Contest Period is allowed in accordance with this terms and conditions.</p> <p>7. For online Purchase, only tax invoice receipt clearly indicating the order Number, invoice number, purchased Goods and amount paid are accepted.</p> <p>8. The Organizer does not accept any alteration of Proof of Purchase in any form. Official receipt from in-store or online store will be accepted as Proof of Purchase. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase.</p> <p>9. Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners the Organizer shall reserve the right to request for further evidence in the processing of the Entry including the original Proof of Purchase (hardcopy) and the identification documents for verification prior to the delivery of the Prizes. Failure to produce any of the foregoing documents within the stipulated time frame will result in disqualification and forfeiture of the Prizes.</p>								
<p>Entry Deadline</p>	<p>All Entry(ies) must be received by the Organizer on or before 23:59:59 on 19th November 2023. Any Entry received outside the Contest Period shall be automatically disqualified.</p> <p>For the weekly submission, the Organizer shall receive the submission of Entries on or before 23:59:59 of the last date of each Contest week as tabulated below:</p> <table border="1" data-bbox="549 1666 1254 1991"> <tr> <td>WEEK 1 : 22/Sep/2023 - 28/Sep/2023</td> </tr> <tr> <td>WEEK 2 : 29/Sep/2023 - 05/Oct/2023</td> </tr> <tr> <td>WEEK 3 : 06/Oct/2023 - 12/Oct/2023</td> </tr> <tr> <td>WEEK 4 : 13/Oct/2023 - 19/Oct/2023</td> </tr> <tr> <td>WEEK 5 : 20/Oct/2023 - 26/Oct/2023</td> </tr> <tr> <td>WEEK 6 : 27/Oct/2023 - 02/Nov/2023</td> </tr> <tr> <td>WEEK 7 : 03/Nov/2023 - 09/Nov/2023</td> </tr> <tr> <td>WEEK 8 : 10/Nov/2023 - 19/Nov/2023</td> </tr> </table>	WEEK 1 : 22/Sep/2023 - 28/Sep/2023	WEEK 2 : 29/Sep/2023 - 05/Oct/2023	WEEK 3 : 06/Oct/2023 - 12/Oct/2023	WEEK 4 : 13/Oct/2023 - 19/Oct/2023	WEEK 5 : 20/Oct/2023 - 26/Oct/2023	WEEK 6 : 27/Oct/2023 - 02/Nov/2023	WEEK 7 : 03/Nov/2023 - 09/Nov/2023	WEEK 8 : 10/Nov/2023 - 19/Nov/2023
WEEK 1 : 22/Sep/2023 - 28/Sep/2023									
WEEK 2 : 29/Sep/2023 - 05/Oct/2023									
WEEK 3 : 06/Oct/2023 - 12/Oct/2023									
WEEK 4 : 13/Oct/2023 - 19/Oct/2023									
WEEK 5 : 20/Oct/2023 - 26/Oct/2023									
WEEK 6 : 27/Oct/2023 - 02/Nov/2023									
WEEK 7 : 03/Nov/2023 - 09/Nov/2023									
WEEK 8 : 10/Nov/2023 - 19/Nov/2023									

<p>Prizes and Winner Selection</p>	<p><u>Prizes</u></p> <p>1) Grand Prize: 1 x Perodua Axia 1.0X (Blue colour) worth of RM40000</p> <p>2) SECOND PRIZE: 5 x Cash Prizes RM5,000 each</p> <p>3) Weekly Prize: 40 x Touch & Go eWallet worth RM 50 (x 8 Weeks) (A total of 320 Touch & Go eWallet worth RM 50)</p> <p>The list of winners will be announced on the Organizer's website: www.dearnestle.com.my/sinarbersamaeveryday</p> <p>Each participant is eligible to win a maximum of Two (2) Prizes only throughout the Contest Period:</p> <ul style="list-style-type: none"> • 1 x Weekly Prize and 1 x Grand Prize ; or • 1 x Weekly Prize and 1 x SECOND PRIZE.
<p>Judging Details</p>	<p><u>Verification of the Entry</u></p> <ol style="list-style-type: none"> 1. Clear snapshot of the Proof of Purchase indicating the Products, receipt number, date, purchase value, outlet name and location. 2. Validity of the purchase date. 3. No alteration of receipt in any form; Store name and location, Item purchased, Prices and Transaction date. 4. Handwritten receipt, Purchase Order, Order Details and/or Delivery Note will not be accepted as Proof of Purchase. <p><u>Shortlisted Entries</u></p> <ol style="list-style-type: none"> 5. Once an Entry is verified, shortlisted Entries selected based on the serial number selection method will be informed or contacted via WhatsApp from the contest number 019-4086300 to answer a simple Contest Question. 6. Shortlisted Entries must reply and provide the correct answer within the stipulated time frame to be eligible to win the Prize. Failing which will result in forfeiture of the Prize and the next shortlisted Entry shall be selected as replacement. The Organizer will not be held liable in the event the shortlisted entries cannot be contacted for whatever reasons. 7. Upon receipt of the correct answer from the shortlisted Entries, Qualified winners will be contacted via WhatsApp from the contest number 019-4086300 to notify them of their correct answer. The Organizer will not be held liable in the event the Qualified winners cannot be contacted for whatever reasons.

WINNER SELECTION AND SHORTLISTING METHOD:

1) Weekly Prize: 40 x Touch & Go eWallet worth RM 50 (x 8 Weeks)

There are Forty [40] x **Touch & Go eWallet worth RM 50** to be won each week for eight [8] consecutive weeks. In total, there are three hundred and twenty [320] Weekly Prizes to be won throughout the Contest Period.

As part of the Weekly Prize shortlisting winners' selection process, the Organizer will allocate serial numbers for each Entry received and approved by the Organizer throughout the Contest Week Period [each a "Qualified Weekly Entry" and collectively the "Qualified Weekly Entries"]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".

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 the Total Qualified Entries received throughout the Contest Period is **1547**, the Organiser will compute and select the shortlisted winners based on the following example:

$$\mathbf{1547 \div 40 = 38.67^*}$$

In the event the computed number derived is with decimal value, the number will be rounded down.

E.g. if the computed number is 38.67, the number will be rounded down to 38. The shortlisted winner for Weekly Prize is the **38** serial number entry and subsequent serial numbers with the multiplication of **38**. Example of the shortlisted winning serial numbers **38***, **76***, **114***, **152***, **190***, **228** and so forth (up to 40 serial number).

Total of **40 winner** will be selected throughout the **Contest Week Period**.

Depending on the number of Qualified Entries received weekly and the number of shortlisted Weekly Prize Finalists who successfully answer the Weekly Prize question, the 40 Weekly Prizes allocated by the Organizer each week may or may not be completely won by the end of the Contest Period. Any Weekly Prize that are not won or claimed by the end of the Contest Period will be forfeited by the Organizer.

2) Grand Prize: 1 x Perodua Axia 1.0LX (Blue Colour) worth of RM40000

There is one [1] x **Perodua Axia 1.0LX (Blue Colour)** worth of RM40000 to be won throughout the Contest Period.

As part of the grand Prize shortlisting entries' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout each Contest Period [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".

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 the Total Qualified Entries received throughout the Contest Period is **13000** the

	<p>Organizer will compute and select the shortlisted winners based on the following example :</p> <p>13000 ÷ 2 = 6500*</p> <p>The Grand Prize Shortlisted entry is the 6500th serial number entry.</p> <p>Total of <u>1 winner</u> will be selected at the end of the contest period.</p> <p>3) <u>SECOND PRIZE:</u> 5 x Cash Prizes RM5,000 each</p> <p>There are Five [5] x Cash Prizes RM5,000 each to be won throughout the Contest Period.</p> <p>As part of the SECOND PRIZE shortlisting entries' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout Contest Period [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>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 the Total Qualified Entries received throughout the Contest Period is the Organizer will compute and select the shortlisted winners based on the following example :</p> <p>13000 ÷ 5 = 2600</p> <p>In the event the computed number derived is with decimal value, the number will be rounded down.</p> <p>The shortlisted winner for SECOND PRIZE is the 2600* serial number entry and subsequent serial numbers with the multiplication of 2600. Example of the shortlisted winning serial numbers 2600*, 5200*, 7800*, and so forth (up to 5 serial number).</p> <p>Total of <u>5 winners</u> will be selected at the end of the contest period.</p>
<p>Prize Claim/Delivery Date</p>	<ol style="list-style-type: none"> All Prizes will be processed for fulfilment to the winners within six (6) to eight (8) weeks from the Contest Period end date:19th November 2023 . The Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer. All communication with Shortlisted winners will be via WhatsApp or phone call from 019-4086300 to the winners' WhatsApp number submitted to the Organizer during Contest entry submission. The Prizes must be claimed within three (3) months from the date of the announcement or notice of the claim of the Prize whichever is earlier failing which will result in disqualification and forfeiture of the Prizes. The Organizer reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organizer. The Grand Prize: PERODUA Axia 1.0 X (blue colour) , shall exclude car/vehicle registration fees, road tax, insurance and delivery fees. Winners will be contacted

and further notified of the delivery procedures of their Prize within 6 – 8 weeks from the closing date of the Promotion. Winners shall be responsible for any additional costs, duties, taxes and/or other incidental expenses, which may be incurred as a result of and/or related to their acceptance of the Grand Prize. The Organiser excludes responsibility of any of those charges and The Organizer shall not be held responsible should a winner fail to comply with the terms and requirements for Prize fulfilment.

5. The Cash prize: the Organizer will inform the winner on the details and documents which must be provided for payment of all the Prizes, which includes:
 - a) Malaysian bank account in the winner’s name to remit the payments; and
 - b) any documents to be completed, with the necessary supporting documents.

Refusal or failure to provide the required documents may result in disqualification, and a replacement winner will be chosen.

6. All Touch ‘n Go eWallet reload PIN Prizes will be processed for delivery or deployment to the winners via WhatsApp application within six (6) to eight (8) weeks after the Contest end date; 19th November 2023. Prizes will only be delivered via WhatsApp number **019-4086300** to the winners’ given contact number from the entry(ies). Usage of the Touch ‘n Go eWallet Reload PIN is subject to Touch ‘n Go Malaysia’s Terms & Conditions; <https://www.touchngo.com.my/policies/terms-conditions>.
7. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Prizes 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.
8. 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.

This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry** available at www.dearnestle.com.my/sinarbersamaeveryday 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 Contest (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.

- 1.2 The Organizer 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 Contest Period, make Prize substitutions, cancel, terminate, or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organizer's decision on all matters relating to the Contest including judging and selection of winners will be final, binding, and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Contest Entries

- 2.1 By submitting an entry to the Contest, 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 Contest, 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 Contest shall be borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organizer shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organizer 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 Organizer), from their parents/legal guardians before participating in the Contest and submitting any personal information.
- 3.2 The Organizer may require a Participant to provide proof of eligibility to participate in the Contest 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 Contest:

- (a) Employees of the Organizer and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organizer's agencies associated with the Contest 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 Organizer reserves the right to disqualify any Participant that:
- (a) undermines, has, or attempted to undermine the operation of the Contest by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organizer when requested.

5.3 In the event of a disqualification after a Prize has been awarded, the Organizer 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 Organizer, 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 Organizer 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 Organizer.
- 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 Participant.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organizer, its agent sponsor or third party providing the Prizes.
- 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 Organizer 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 Organizer 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 Organizer may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Contest (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Contest of any goods or services of the Organizer, 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 Organizer.

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 Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to, and owned by the Organizer. The Organizer 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 Organizer, 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 Contest, acceptance of any Prize, and/or the

use of the Participant's entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

10. Limitation of Liability

- 10.1 The Participant's participation in the Contest shall be at the Participant's own risk.
- 10.2 The Organizer, 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 Contest, as well as the redemption and/or utilization of any Prize won.

11. General

- 11.1 The Organizer, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Contest and the Terms and Conditions where they are unable to do so because 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 Contextual materials) in connection with this Contest, that relates to the Prize, are the properties of their respective owners. This Contest and the Organizer are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organizer'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 Organizer 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 Organizer.
- 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 Contest.
- 11.5 Where the Terms and Conditions of the Contest 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 Contest shall be construed, governed, and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the "Peraduan Everyday "Deepavali Gift of Light"." contest, 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
- 12.2 Dengan menyertai **Peraduan Everyday "Deepavali Gift of Light"**., Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_notice