



Kan Senang Je! Beli, WhatsApp & Menang!

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)
Promotion	Peraduan Nestle: Kan Senang Je! Beli, WhatsApp & Menang!
Promotion Period	The Promotion starts at 00:00:00 on 1st September 2023 and closes at 23:59:59 on 31st October 2023 .
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.
Entry Method	<p><u>WhatsApp Submission</u></p> <ol style="list-style-type: none">To participate in the Promotion, purchase minimum of Ringgit Malaysia Twenty Five (RM25.00) (“Minimum Value”) any Nestlé products (<i>EXCEPT FOR</i> NESCAFÉ Dolce Gusto; Purina Petcare, LACTOGEN 1 & 2; NAN 1 & 2; NAN HA 1 & 2; Nestlé Professional products including but not limited to NESTEA and SJORA; Nestlé Health Science products, Nestlé Ice Cream, HARVEST GOURMET, BUITONI and STARBUCKS products) (“Participating Products”) in a single receipt (“Proof of Purchase”) within the Promotion Period from any TMG, Xiri, C-Mart, Family Store Melaka, Hwa Thai (instore only) outlets (“Participating Outlets”).Send a clear picture of the Proof of Purchase together with the full name (as per MyKad) and MyKad Number. e.g., <i>Wong Yeung Ling, 851120-08-4881</i>. (“Entry”) to the Organiser’s dedicated WhatsApp 019-7368606.The Organiser will NOT send any response or acknowledgement for any Entry received.Multiple Entries submitted by the same participant with different Proof of Purchase during the Promotion Period is allowed in accordance with this terms and conditions.Each Entry with a Proof of Purchase with minimum value of Ringgit Malaysia Twenty – Five (RM25.00) (“Minimum Value”) shall constitute as (1) one qualified Entry and one serial number will be allocated automatically for each qualified Entry received.Qualified Entries where the purchases exceed the Minimum Value in a single Proof of Purchase will be automatically allocated additional running serial numbers based on every subsequent Minimum Value fulfilled. Example:<ol style="list-style-type: none">For Proof of Purchase of RM50.00, a total of two (2) serial numbers will be allocated.For Proof of Purchase of RM100.00 four (4) serial numbers will be given.The Organiser does not accept any alteration of Proof of Purchase in any form. Handwritten receipt, purchase order and/or delivery note will not be accepted as Proof of Purchase.

	<p>8. Notwithstanding any of the above, upon receipt of the Entry and/or upon selection of the winners, as the case may be, the Organiser 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 Entries must be received by the Organiser on or before 23:59:59 on 31st October 2023. Any Entry received outside the Promotion Period shall be automatically disqualified.</p> <p>For the weekly submission, the Organiser shall receive the submission of Entries on or before 23:59:59 of the last date of each “Promotion Week” as tabulated below:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Week 1: 1 September 2023 – 8 September 2023 <input type="checkbox"/> Week 2: 9 September 2023 – 16 September 2023 <input type="checkbox"/> Week 3: 17 September 2023 – 24 September 2023 <input type="checkbox"/> Week 4: 25 September 2023 – 1 October 2023 <input type="checkbox"/> Week 5: 2 October 2023 – 8 October 2023 <input type="checkbox"/> Week 6: 9 October 2023 – 15 October 2023 <input type="checkbox"/> Week 7: 16 October 2023 – 23 October 2023 <input type="checkbox"/> Week 8: 24 October 2023 - 31 October 2023
<p>Judging details</p>	<p><u>Entries will be verified based on the following:</u></p> <ol style="list-style-type: none"> 1. All required personal details have been provided for the Promotion (<u>Full Name & MyKad Number</u>); 2. A clear snapshot of the Proof of Purchase indicating the Participating Product(s), receipt number, date of purchase within the Promotion Period, purchase value and outlet name has been provided for; 3. No alteration or duplication in any form made to the Proof of Purchase; 4. Handwritten receipt, Purchase orders and delivery notes will not be accepted as Proof of Purchase. <p>WINNER SELECTION AND SHORTLISTING METHOD:</p> <p>A. Weekly Prize: 120 x Touch 'n Go eWallet Reload PIN worth RM50.00 (x 8 weeks)</p> <p>There are hundred and twenty [120] x Touch 'n Go eWallet Reload PIN worth RM50.00 to be won each week for eight [8] consecutive weeks. In total, there are nine hundred and sixty [960] Weekly Prizes to be won throughout the Promotion Period.</p> <p>As part of the Weekly Prize shortlisting entries' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout each Promotion Week Period [each a “Qualified Weekly Entry” and collectively the “Qualified Weekly Entries”]. A set of serial numbers will be allocated for the Qualified Weekly Entries starting from serial number “1”.</p>

Each week the serial numbers allocated to each Qualified Weekly Entry will be tabulated and added up to derive the total number of Qualified Weekly Entries ["Total Qualified Weekly Entries"]. Assuming the Total Qualified Weekly Entries received for the week is 2550, the Organiser will compute and select the shortlisted winning entries based on the following example:

$$2550 \div 120 = 21.25^* = 21$$

The Weekly Prize shortlisted entry is the 21* serial number entry and subsequent serial numbers with the multiplication of 21.

Example of the shortlisted winning serial numbers; 21,42,63,84,105 and so forth (up to 120 serial number)

A total of **120 winners** will be selected for **EACH** Promotion Week.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

B. Grand Prize: 1 x Perodua Axia 1000 G (CVT) worth RM38,600 (random colour)

There is one [1] x Perodua Axia 1000 G (CVT) to be won throughout the Promotion Period.

As part of the Grand Prize shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Promotion 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 Promotion period is 20400, the Organiser will compute and select the shortlisted winner based on the following example:

$$20400 \div 2 = \mathbf{10200^*}$$

The Grand Prize shortlisted winning entry in this scenario is the 10200* serial number entry.

A total of **1 winner** will be selected throughout the Promotion Period.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

C. Second Prize: 5 x Modenas Kriss 110 worth RM3,877.00, one for each chain (random colour)

There are five [5] x Modenas Kriss 110, one for each chain to be won throughout the Promotion Period.

As part of the Second Prize shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received **from each participating chain** during **Promotion Period** and approved by the Organiser [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 Promotion Period from TMG – Grand Prize winners’ entries (*if any), assuming Grand Prize winners’ winning entries is **10**, the Organiser will compute and select the shortlisted winners based on the following example:

$$(4,880 - 10) \div 2 = \underline{2435^*}$$

The Second Prize shortlisted winning entry in this scenario is the 2435* serial number entry. Example of the shortlisted winning serial numbers; 2435*.

A total of **1 winner** will be selected from **each chain** throughout the Promotion Period.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

D. Third Prize: 5 x Mugen 20” Foldable Bike worth RM699.00 (random colour)

There are five [5] x Mugen 20” Foldable Bike to be won throughout the Promotion Period.

As part of the Third Prize shortlisting winners’ selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Promotion 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 Promotion period is 20400, and Grand Prize Winners’ entries is 10, Second Prize winners’ entries is 45, the Organiser will compute and select the shortlisted winners based on the following example:

$$(20400 - 10 - 45) \div 5 = \underline{4069^*}$$

The Third Prize shortlisted winning entry in this scenario is the 4069* serial number entry and subsequent serial number with the multiplication of 4069. Example of winning serial numbers 4069,8138,12207,16276 and 20345 will be selected as the shortlisted Third Prize winners.

A total of **5 winners** will be selected throughout the Promotion Period.

The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.

The list of winners will also be announced on the Organiser’s website; <https://nes.tl/peraduannestleLS>

Winners will be announced as per the schedule below:

	<p>Week 1 Winners: 21 September 2023</p> <p>Week 2 Winners: 29 September 2023</p> <p>Week 3 Winners: 9 October 2023</p> <p>Week 4 Winners: 13 October 2023</p> <p>Week 5 Winners: 20 October 2023</p> <p>Week 6 Winners: 27 October 2023</p> <p>Week 7 Winners: 6 November 2023</p> <p>Week 8 Winners: 14 November 2023</p> <p>Each participant is eligible to win a maximum of two (2) prizes only throughout the Promotion Period:</p> <p>1 x Weekly Prize & 1 x Grand Prize 1 x Weekly Prize & 1 x Second Prize 1x Weekly Prize & 1 x Third Prize</p> <p><u>Shortlisted Entries</u></p> <p>Shortlisted winners selected based on the serial number selection method will be informed or contacted via WhatsApp from the promotion number 019-7368606 to answer a simple promotion Question.</p> <p>Shortlisted winners must reply and provide the correct answer via WhatsApp to the promotion number 019-7368606 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 winner shall be selected as replacement. The Organiser will not be held liable in the event the shortlisted winners cannot be contacted for whatever reasons.</p> <p>Upon receipt of the correct answer from the shortlisted winners (“Qualified Winners”), the Qualified Winners will be contacted via WhatsApp from number 019-7368606 to notify them of their correct answer and to check for winner’s announcement at Dear Nestle Website. The Organiser will not be held liable in the event the Qualified Winners cannot be contacted for whatever reasons.</p>
<p>Prizes</p>	<p><u>Prizes</u></p> <p>A total of 971 winning entries will be selected throughout the Promotion Period.</p> <p>Grand Prize 1 x Perodua Axia 1000 G (CVT) worth RM38,600 (random colour) (Total 1 winner throughout Promotion Period)</p> <p>Second Prize 5 x Modenas Kriss 110 worth RM3877.00, one Modenas Kriss 110 for each chain (Random colour) (Total 5 winners throughout Promotion Period)</p> <p>Third Prize 5 x Mugen 20” Foldable Bike worth RM699.00 (random colour) (Total 5 winners throughout Promotion Period)</p>

	<p>Weekly Prize 120 x Touch 'n Go eWallet Reload PIN worth RM50.00 (X 8 weeks) (Total 960 Weekly winners throughout Promotion Period)</p> <p>The Grand Prize and Second Prize: Perodua Axia 1000 G (CVT) (random colour) and Modenas Kriss 110 (Random Colour), shall exclude car/vehicle registration fees, road tax, insurance and delivery fees. 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 and Second 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.</p> <p>Touch 'n Go eWallet Reload PIN usage is subject to Touch 'n Go Terms & conditions; https://www.touchngo.com.my/policies/terms-conditions</p> <p>The Organiser 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 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>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> <p>The Organiser reserves its right at its absolute discretion to substitute any of the prize won with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.</p> <p>All winners must, upon request by the Organiser, provide such requested identification documents as well as the original Proof of Purchase (in hardcopy) 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 of the winner and forfeiture of the prizes.</p>
<p>Prize Claim/Delivery Date</p>	<ol style="list-style-type: none"> 1. All Prizes will be processed for delivery/collection to the winners within six (6) to eight (8) weeks from the Promotion Period end date: 31st October 2023. The Organiser reserves the right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. 2. All Touch 'n Go eWallet Reload PIN Prize worth RM50.00 will be processed to be sent to winners via WhatsApp application within two (2) weeks from the date of weekly winners' announcement. 3. 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 Organiser reserves the right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.
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*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry**, 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.
- 2.4 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 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 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 **Peraduan Nestle: Kan Senang Je! Beli, WhatsApp & Menang!** the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in www.nestle.com.my/info/privacy_notice.

12.2 Dengan menyertai **Peraduan Nestle: Kan Senang Je! Beli, WhatsApp & Menang!** Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di www.nestle.com.my/info/privacy_notice.