



Good food, Good life

## TERMS AND CONDITIONS

### A: Schedule to Conditions of Entry

<b>Organiser:</b>	Nestlé Products Sdn. Bhd. [197901000966].
<b>Contest:</b>	<b>Peraduan Menangi Destinasi Impian Anda</b>
<b>Contest Period:</b>	The Contest starts at 00:00:00 on 1 <sup>st</sup> Oct 2023 and closes at 23:59:59 on 30 <sup>th</sup> Nov 2023.
<b>Eligibility:</b>	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.
<b>Entry Method:</b>	<p><b>Online form Submission</b></p> <p>To participate in the Contest, purchase participating <b>NESTLÉ MILK</b> products as listed in paragraph 2 below ("<b>Products</b>") worth a minimum of Ringgit Malaysia Forty (RM40.00) ("<b>Minimum Value</b>") in a single receipt ("<b>Proof of Purchase</b>") issued from Econsave Nationwide ("<b>Participating Outlets</b>") within the Contest Period (in-store only).</p> <ol style="list-style-type: none"><li>1. Take a clear photo of the Proof of Purchase, fill up all the data fields in the contest entries form at (<a href="https://nes.tl/borangperaduanmenangidestinasia2023">https://nes.tl/borangperaduanmenangidestinasia2023</a>) and upload the picture of Proof of Purchase and submit ("<b>Entry</b>").</li><li>2. The list of participating Products is:</li></ol> <p><b>NESTLÉ EVERYDAY MILK:</b></p> <ol style="list-style-type: none"><li>1. NESTLÉ EVERYDAY 250g</li><li>2. NESTLÉ EVERYDAY 300g</li><li>3. NESTLÉ EVERYDAY 500g</li><li>4. NESTLÉ EVERYDAY 550g</li><li>5. NESTLÉ EVERYDAY 550g Jimat RM2</li><li>6. NESTLÉ EVERYDAY 800g</li><li>7. NESTLÉ EVERYDAY 900g</li><li>8. NESTLÉ EVERYDAY 1.5kg</li><li>9. NESTLÉ EVERYDAY 1.6kg</li></ol> <p><b>NESTUM:</b></p> <ol style="list-style-type: none"><li>1. NESTUM 3in1 Oat (8 packets, 14 packets, 15 packets, 16 packets, 17 packets).</li><li>2. NESTUM 3in1 Honey (14 packets, 15 packets, 16 packets, 17 packets).</li><li>3. NESTUM 3in1 Chocolate (14 packets, 15 packets, 16 packets, 17 packets).</li><li>4. NESTUM 3in1 Original (8 packets, 14 packets, 15 packets, 16 packets, 17 packets).</li><li>5. NESTUM 3in1 Kurma &amp; Prun 10 packets.</li><li>6. NESTUM 3in1 Brown Rice 10 packets.</li><li>7. NESTUM 3in1 Purple Sweet Potato &amp; Taro 10 packets.</li><li>8. NESTUM All Family Cereal Original (220g, 450g, 500g, 550g); and</li><li>9. NESTUM All Family Cereal Honey 500g.</li></ol>

NESTLE OMEGA PLUS:

1. Powder Plain 150g, 600g, 660g, 1kg, 1.1kg (3 pack sizes)
2. Powder Dark Choc 550g, 900g (2 pack sizes)
3. NOP With Oats 10 packets
4. UHT Plain 200ml, (200ml x6)
5. UHT Dark Choc 200ml, (200ml x6)

NESPRAY:

1. Cergas 250g, 300g, 500g, 550g, 1.6kg
2. Full Cream 450g, 480g, 700g, 750g, 1.2kg, 1.4kg

LACTOGROW, LACTOGROW PROBIO & LACTOGROW AKTIF:

1. LACTOGROW 3 650g, 1.3kg
2. LACTOGROW 4 650g, 1.3kg
3. LACTOGROW PROBIO 3 600g, 1.2kg
4. LACTOGROW PROBIO 4 600g, 1.2kg
5. LACTOGROW Aktif 1-3 850g, 900g, 950g, 1kg
6. LACTOGROW Aktif 4-6 850g, 900g, 950g, 1kg

CERELAC:

1. Cerelac Brown Rice 350g
  2. Cerelac Rice & Milk 350g
  3. Cerelac Rice & Soya 350g
  4. Cerelac Multi Garden Vegetables 250g
  5. Cerelac Rice & Mix Fruit 250g
  6. Cerelac Rice & Chicken 250g
  7. Cerelac Oats, Wheats & Prunes 250g
  8. Cerelac Rice & Mixes Vegetables 250g
  9. Cerelac Wheat, Dates & Honey 250g
  10. Cerelac Wheat Honey 225g, 500g
  11. Cerelac Rice No Added Sugar 200g, 500g
  12. Cerelac Nutripuff Banana Orange 50g
  13. Cerelac Nutripuff Banana Strawberry 50g
  14. Cerelac Nutripuff Broccoli 25g
  15. Cerelac Nutribite Original 180g
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3. The Contest Submission method is via Online form **only**.
  4. The Organiser will not send an acknowledgment report for each Entry received.
  5. The Organiser does not accept any alteration of Proof of Purchase in any form and only official receipts issued from in-store Participating Outlets will be accepted as Proof of Purchase. Handwritten receipt, purchase order, order details and/or delivery note will not be accepted as Proof of Purchase.

	<p>6. Multiple entries by the same participant with different Proofs of Purchases up to a limit of ten (10) Entries during the Contest Period are allowed in accordance with these terms and conditions. Entries submitted by Participants beyond the ten (10) Entries shall be disregarded by the Organiser.</p> <p>7. 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><b>Entry Deadline:</b></p>	<p>All Entry(ies) must be received by the Organiser on or before 23:59:59 on 30<sup>th</sup> Nov 2023. Any Entry(ies) received outside the Contest Period shall be automatically disqualified.</p>
<p><b>Entry Verification and Allocation of Serial Number</b></p>	<p>All Entries received will be verified based on the following:</p> <ol style="list-style-type: none"> <li>1. Clear snapshot of the receipt(s) indicating the participating Products(s), receipt number, date, purchase value, outlet name and outlet location.</li> <li>2. No alteration of receipt in any form; store name, item(s) purchased, prices and transaction date.</li> <li>3. Validity of the purchase date</li> <li>4. All required details and purchase requirement fulfilled.</li> <li>5. E-Commerce receipt will <b>not</b> be accepted as Proof of Purchase for the Contest.</li> <li>6. Handwritten receipt, Purchase Order and/or Delivery Note will not be accepted as Proof of Purchase for the Contest</li> <li>7. Entries that have been verified will each be a “Qualified Entry” and collectively the “Qualified Entries”.</li> <li>8. The Organiser will allocate serial numbers according to the purchase amount as stated in the Receipt submitted. For every Ringgit Malaysia Forty [RM40] worth of participating Products purchased, the Organiser will allocate one [1] serial number.</li> <li>9. 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 fulfilled but limited to five (5) serial numbers per single Proof of Purchase. For example: <ol style="list-style-type: none"> <li>a) For Proof of Purchase with RM40.00 of participating Products, one (1) serial numbers will be given.</li> <li>b) For Proof of Purchase with RM160.00 of participating Products, four (4) serial numbers will be given.</li> <li>c) For Proof of Purchase with RM200.00 of participating Products, five (5) serial numbers will be given.</li> <li>d) For Proof of Purchase with RM3000.00 of participating Products, five (5) serial numbers will be given.</li> </ol> </li> <li>10. Entries with excess purchase value in the single Proof of Purchase upon validation and allocation of the maximum serial numbers by the Organiser are not allowed to be reused or combined with a different Proof of Purchase to be submitted as new entry(ies) by participant. For example: <ol style="list-style-type: none"> <li>a) For Proof of Purchase with value of RM3000 of participating Products, only a maximum of five (5) serial numbers will be given. The excess purchase value of RM2800 cannot be reused or combined with different Proof of Purchase as a new entry(ies) by participant.</li> </ol> </li> </ol>

11. 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.

Sample of receipt:



**Prizes and Shortlisting of Winners**

**Prizes**

A total of 106 prizes to be won throughout Contest Period.

<b>Consolation Prize</b>	<b>100 x Cash prize worth RM 50 each</b>
<b>Third Prize</b>	<b>3 x Domestic travel voucher worth RM 1,000</b>
<b>Second Prize</b>	<b>2 x Domestic travel voucher worth RM 2,000</b>
<b>First Prize</b>	<b>1 x Domestic travel voucher worth RM 4,000</b>

The list of winners will also be announced on the Organiser’s website.

<https://nes.tl/q/peraduanmenangidestinas2023>

Each participant is eligible to win one (1) prize only throughout the Contest Period:

**WINNER SELECTION AND SHORTLISTING METHOD:**

**First Prizes**

1. A total of 1 Grand Prize of **Domestic travel voucher worth RM 4,000** each to be won throughout the Contest Period.
2. As part of the winner shortlisting process, the Organizer will allocate a serial number for each Qualified Entry received and approved by the Organizer throughout the Contest Period. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.
3. The serial numbers allocated to each Qualified Entry will be tabulated and added up to

derive the total number of Qualified Entries. Assuming the Total Qualified Entries received throughout the Contest Period is **13,000**, the Organiser will compute and select the shortlisted winners based on the following example:

$$13,000 \div 2 = 6,500^*$$

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

The shortlisted winner is the **6,500\*** serial number entry.

4. Total of one **winner** will be selected at the end of the contest period.

### **Second Prize**

1. A total of two [2] Second Prizes consisting of **Domestic travel voucher worth RM 2,000** each to be won throughout the Contest Period.
2. As part of the winner shortlisting process, the Organizer will allocate a serial number for each Qualified Entry received and approved by the Organizer throughout the Contest Period. A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".
3. The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries. Assuming the Total Qualified Entries received throughout the Contest Period is **13,000**, the Organiser will compute and select the shortlisted winners based on the following example:  
$$13,000 \div 2 = 6,500^*$$

In the event the computed number is same as Grand prize winner, earlier valid submission will be selected as replacement. In this case the shortlisted winning serial numbers; **6,499\***, **and 13,000.**

Total of **two winners** will be selected at the end of the contest period.

### **Third Prize**

1. A total of Three [3] Third Prizes consisting of Domestic Travel Voucher worth RM1,000 **each** to be won throughout the Contest Period.
2. As part of the shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the 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".
3. 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 **13,000**, the Organiser will compute and select the shortlisted winners based on the following example:  
$$13,000 \div 3 = 4,333.33^*$$

In the event the computed number derived is with decimal value, the number will be rounded down. In this case the serial number will be 4333

In the event the computed number is same as Grand prize winner, earlier valid submission will be selected as replacement.

The shortlisted winner is the **4,333\*** serial number entry and subsequent serial numbers with the multiplication of **4,333**. Example of the shortlisted winning serial numbers; **4,333\***, **8,666\*** **and 12,999\***

Total of **three winners** will be selected at the end of the contest period.

**Consolation Prize**

1. A total of hundred [100] Consolation Prizes consisting of cash prize worth RM 50 each to be won throughout the Contest Period.
2. As part of the shortlisting winners' selection process, the Organiser will allocate serial numbers for each Entry received and approved by the Organiser throughout the Contest week 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".
3. 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 Month Period is 13000, Organiser will compute and select the shortlisted winners based on the following example :

$$13,000 \div 100 = 130^*$$

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

The shortlisted winner is the **130\*** serial number entry and subsequent serial numbers with the multiplication of **130**. Example of the shortlisted winning serial numbers; **130\***, **260\***, **390** and so forth (up to one hundred serial number)

Total of **one hundred winners** will be selected at the end of the contest period.

4. All Shortlisted Finalists will be contacted via WhatsApp from the contest number **013-6966917** to answer a Finalist question. shortlisted Finalists must reply and provide the correct answer within the stipulated time frame to be eligible to win the Prize. If the Finalist is unable to answer the Finalist question within the stipulated time frame or does so incorrectly, they will forfeit the Prize, and the next shortlisted Entry shall be selected as a replacement. The Organizer will not be held liable in the event the shortlisted entries cannot be contacted for whatever reasons.

**Additional Terms**

1. All Contest prizes will be processed within six (6) to eight (8) weeks from the end of the Contest Period, 30<sup>th</sup> Nov 2023. The Organiser reserves the right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.
2. Travel voucher:
  - a) A soft copy of the travel voucher will be delivered via WhatsApp to the winner's registered mobile number provided to the Organiser and the hardcopy will be sent via courier service to the delivery address provided by the winner.
  - b) The utilisation of the travel voucher is strictly subject to terms and Conditions set by the issuing travel company/ agency including the terms as stated at the back of the travel vouchers. Specifically, winners must TAKE NOTE that:
    - i) travel vouchers have a validity period of only six (6) months from 15 December 2023. All travel vouchers must therefore be utilised and travel arrangements must be booked by the winners **latest by or before 15 June 2024** ("Utilisation Period") ; and

- ii) all travels booked pursuant to use of the travel vouchers must be for the travel period within one (1) year from **15 December 2023 till 15 December 2024** (“Allowed Travel Period”). The travel vouchers will not be valid for use for any arrangements booked for a travel date beyond the Allowed Travel Period even if the travel vouchers were used within the Utilisation Period.

The Organiser shall not be held responsible or liable in any way in the event any of the winners fail to adhere to the above conditions and/ or the use of the travel vouchers is not in accordance with the relevant usage terms and conditions set by the issuing travel company/ agency

- c) In the event of loss or damage to the travel voucher (softcopy or hardcopy), a replacement travel voucher can be requested within four (4) months after the end of the contest period (30 Nov 2023) by contacting Consumer Services at Contact No.: 1800 88 3433. Only a soft copy of the travel voucher will be delivered via WhatsApp. Any requests made after 4 months will not be entertained by the Organiser.

3. Cash Prize:

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

- b) The bank account must be in the name of the Winner, joint accounts are not accepted.

4. The Organiser will not be held responsible if the Prize (**Travel voucher soft copy**) cannot be delivered or deployed to the winners due to any change or difference in the mobile contact number submitted by the winners to the Organiser during Contest entry submission.
5. 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.
6. The Organiser shall not be responsible and disclaim any 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.
7. The Organiser shall not be held responsible should a winner fail to comply with the terms and requirements for Prize fulfilment.

*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").*

By participating in the Contest, 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.

## **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 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 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 Organiser'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.
- 2.4 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, computed online systems, servers or providers, computed 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 Contest and submitting any personal information.
- 3.2 The Organiser 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 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 Contest 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 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 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 Contest (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and contest 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 Contest 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 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 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 Contest, as well as the redemption and/or utilization 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 Contest 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 contextual materials) in connection with this Contest, that relates to the Prize, are the properties of their respective owners. This Contest 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 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 Menangi Destinasi Impian Anda**” Contest, 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 **Peraduan Menangi Destinasi Impian Anda**, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privay\\_notice](http://www.nestle.com.my/info/privay_notice)