



PERADUAN MAGGI® SAH MALAYSIA BELI & MENANG

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Nestlé Products Sdn. Bhd. (197901000966)													
Promotion	PERADUAN MAGGI® SAH MALAYSIA BELI & MENANG													
Promotion Period	The Promotion starts at 00:00:00 on 1 st September 2024 and closes at 23:59:59 on 31 st October 2024.													
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 that hold Malaysia valid identification document (“Participant”).													
Entry Method	<p>Online form Submission Participants are required to submit their entries via online form at https://nestlemalaysia.qualifioapp.com/quiz/1457238_2862/sahmalaysia-99sm.html</p> <p>1. To participate in the Promotion, purchase minimum RM10.00 (“Minimum Value”) any Maggi participating products as listed in paragraph 3 (“Participating Products”) in a single receipt (“Proof of Purchase”) within the Promotion Period from any 99 Speed Mart instore (“Participating Outlet”).</p> <p>Receipt (“Proof of Purchase”).</p> <ul style="list-style-type: none"> i. The receipt can come in the form of printed receipts from the respective instore outlets point-of-sale systems. The receipts must also bear the date of purchase, Products purchased, purchase amount, receipt number and name and/or logo of the Outlet [“Receipt Details”]. ii. Take one [1] clear and legible photo/image in jpg or jpeg or png format [“Image”] of the Proof of Purchase with the Receipt Details. iii. One [1] Image must contain a picture of one [1] Receipt only and the Image file must be less than 2MB. <p>2. Take a clear photo of the Proof of Purchase, Scan the QR code shown on the communication materials and fill up all the data fields in the Promotion entries online form at https://nestlemalaysia.qualifioapp.com/quiz/1457238_2862/sahmalaysia-99sm.html and upload a clear photo of Proof of Purchase and click submit (“Entry”).</p> <p>3. The list of Participating Products are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #FFD700;"> <th style="width: 15%;">Product Group</th> <th style="width: 55%;">Product Description</th> <th style="width: 30%;">Packsize</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">SOUP NOODLES</td> <td>MAGGI 2-MINN Big Chicken</td> <td>5 x 103g</td> </tr> <tr> <td>MAGGI 2-MINN Big Curry</td> <td>5 x 106g</td> </tr> <tr> <td>MAGGI 2-MINN Big TomYam</td> <td>5 x 107g</td> </tr> <tr> <td>MAGGI 2-MINN Chicken</td> <td>5 x 77g / 6 x 77g</td> </tr> </tbody> </table>		Product Group	Product Description	Packsize	SOUP NOODLES	MAGGI 2-MINN Big Chicken	5 x 103g	MAGGI 2-MINN Big Curry	5 x 106g	MAGGI 2-MINN Big TomYam	5 x 107g	MAGGI 2-MINN Chicken	5 x 77g / 6 x 77g
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		MAGGI 2-MINN Curry	5 x 79g / 6 x 79g
		MAGGI 2-MINN Tom Yam	5 x 80g / 6 x 80g
		MAGGI 2-MINN Asam Laksa	5 x 78g / 6 x 78g
	MI GORENG	MAGGI Mi Goreng Cili Kampung	5 x 77g
		MAGGI Syiok Cili Kampung	5 x 89g
		MAGGI Pedas Giler Ayam Bakar	5 x 76g
		MAGGI Pedas Giler TomYummz	5 x 76g
	CUP NOODLES	MAGGI Hot Cup Asam Laksa	59g
		MAGGI Hot Cup Chicken	57g
		MAGGI Hot Cup Curry	58g 6 x 58g
		MAGGI Hot Cup Tom Yam	60g
	BOWL NOODLES	MAGGI Hot Mealz Kari Kaw Extra	90g
		MAGGI Hot Mealz Tom Yam Kaw	96g
		MAGGI Syiok Kari Kaw Extra	90g
		MAGGI Syiok Tom Yam Kaw	96g
		MAGGI Pedas Giler Ayam Bakar	93g
		MAGGI Pedas Giler Cheezy Berapi	94g
		MAGGI Pedas Giler Tom Yummz	92g
	COLD SAUCES	MAGGI Chilli Sauce	500g 340g
		MAGGI Oyster Sauce	340g 500g
		MAGGI Thai Chilli Sauce	350g
		MAGGI Tomato Ketchup	475g 325g
	SEASONING	MAGGI Seasoning	390ml
		MAGGI CukupRasa AIO Seasoning	500g 300g / 325g
		MAGGI CukupRasaAIOSeasoning	100g
	MAGGI STOCK	MAGGI Chicken Stock Cube	120g 60g 20g
		MAGGI Concentrated Chicken Stock	250g
		MAGGI Curry Cube	60g
		MAGGI Ikan Bilis StockCube	60g
		MAGGI Tom Yam Stock Cube	60g
	MAGGI PASTE	MAGGI Sambal Tumis	30g
		MAGGI Nasi Briyani	90g

Excludes all Nestlé Professional Products

4. The Organiser will reply with an autoreply to acknowledgment message via the promotion website upon each online entry received.
5. Participants may submit as many entries as they wish but each unique Proof of Purchase is ONLY eligible for one [1] entry submission.

	<p>6. Each Proof of Purchase with a Minimum Value of Ringgit Malaysia Ten (RM10.00) shall constitute as (1) one qualified Entry and one (1) serial number will be allocated automatically for each qualified Entry received.</p> <p>The Organiser will allocate serial numbers according to the purchase amount as stated in the Proof of Purchase submitted up to a maximum of ten (10) serial numbers. Any balance amount shall be forfeited once the maximum serial number per Proof of Purchase has been allocated. For every Ringgit Malaysia Ten (RM10) of Participating Products, the Organiser will allocate one (1) serial number.</p> <p>For Example:</p> <ul style="list-style-type: none"> a) For Proof of Purchase of RM20.00, a total of two (2) serial numbers will be allocated. b) For Proof of Purchase of RM200.00, ten (10) serial numbers will be given. <p>7. Each Entry received will be verified and approved by the Organiser to be a Qualified Entry throughout the Promotion Period [each a “Qualified Entry” and collectively the “Qualified Entries”].</p> <p>8. 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> <p>9. The Organiser shall reserve the right to disqualify any entries with unclear receipt, incomplete Entry, illegible, reprinted receipt and/or duplicated receipt and/or containing more than one [1] receipt will be disqualified without further notification to the Participants.</p> <p>10. The Organiser shall reserve the right to request for evidence of the original Proof of Purchase [hardcopy] for verification and prize redemption. Failure to produce the original Proof of Purchase upon request will result in disqualification and prize forfeiture.</p>																
<p>Entry Deadline</p>	<p>All Entry(ies) must be received by the Organiser on or before 23:59:59 on 31st October 2024. Any Entry received outside the Promotion Period will 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> <table border="1" data-bbox="454 1697 1104 2018"> <tr> <td>WEEK 1</td> <td>1 Sep 2024 – 8 Sep 2024</td> </tr> <tr> <td>WEEK 2</td> <td>9 Sep 2024 – 16 Sep 2024</td> </tr> <tr> <td>WEEK 3</td> <td>17 Sep 2024 – 24 Sep 2024</td> </tr> <tr> <td>WEEK 4</td> <td>25 Sep 2024 – 1 Oct 2024</td> </tr> <tr> <td>WEEK 5</td> <td>2 Oct 2024 – 9 Oct 2024</td> </tr> <tr> <td>WEEK 6</td> <td>10 Oct 2024 – 16 Oct 2024</td> </tr> <tr> <td>WEEK 7</td> <td>17 Oct 2024 – 24 Oct 2024</td> </tr> <tr> <td>WEEK 8</td> <td>25 Oct 2024 - 31 Oct 2024</td> </tr> </table>	WEEK 1	1 Sep 2024 – 8 Sep 2024	WEEK 2	9 Sep 2024 – 16 Sep 2024	WEEK 3	17 Sep 2024 – 24 Sep 2024	WEEK 4	25 Sep 2024 – 1 Oct 2024	WEEK 5	2 Oct 2024 – 9 Oct 2024	WEEK 6	10 Oct 2024 – 16 Oct 2024	WEEK 7	17 Oct 2024 – 24 Oct 2024	WEEK 8	25 Oct 2024 - 31 Oct 2024
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<p>Prize(s)</p>	<p>Prizes A total of six hundred [600] Prizes to be won throughout the Promotion Period.</p> <p>First Prize 5 x Yamaha Avantiz 125cc</p> <p>Second Prize 3 x 5g of Gold Bar 999.9</p> <p>Weekly Prize 32 x Tefal set -4pcs (x 8 Weeks) (Total 256 Weekly winners throughout Promotion Period)</p> <p>Bonus Weekly Prize 42 x 99 Speed Mart Voucher worth RM20 (x 8 Weeks) (Total 336 Bonus Weekly winners throughout Promotion Period)</p> <p>Each participant is eligible to win a maximum of Two (2) Prizes only throughout the Promotion Period as per the below combination:</p> <ul style="list-style-type: none"> • one (1) Weekly Prize, <u>or</u> one (1) Bonus Weekly Prize; and • one (1) First Prize; OR; • one (1) Weekly Prize, <u>or</u> one (1) Bonus Weekly Prize; and • one (1) Second Prize <p>Note: To clarify, the winner will only be eligible to receive either one (1) Weekly Prize or one (1) Bonus Weekly Prize.</p> <p>The list of winners will also be announced on the Organiser’s official website and Facebook page https://www.maggi.my/ms/aktiviti-maggi/peraduan-sah-malaysia</p>
<p>Judging Details</p>	<p><u>Entries will be verified based on the following:</u></p> <ol style="list-style-type: none"> a. All required personal details have been provided for the Promotion. b. Clear photo of the Proof of Purchase indicating the Products, receipt number, date, purchase value and outlet name. c. Validity of the purchase date. d. No alteration of receipt in any form; Store name and location, item purchased, prices and transaction date. e. Handwritten receipt, Purchase orders and delivery notes will not be accepted as Proof of Purchase. <p><u>WINNER SELECTION AND SHORTLISTING METHOD:</u></p> <p>A. Weekly Prize: 32 x Tefal set - 4pcs (x 8 weeks) Each week, thirty-two (32) Tefal sets (4 pieces each) will be awarded as Weekly Prizes for eight (8) consecutive weeks, totalling Two hundred and fifty-six (256) Weekly Prizes throughout the Promotion Period.</p> <p>Serial numbers will be assigned to each Entry that is received and approved during the Promotion Week Period (each a “Qualified Weekly Entry” and collectively the “Qualified Weekly Entries”), starting from</p>

number “1.” The total number of Qualified Weekly Entries (the “Total Qualified Weekly Entries”) will be calculated weekly.

For illustration purposes, if the Total Qualified Weekly Prize Entries for a given week is 1,050, the calculation for selecting the shortlisted Weekly Prize entries will be as follows:

Total Qualified Weekly Entries ÷ Number of Weekly Prizes = Shortlisted serial number

$$1,050 \div 32 = 32.81^*$$

If the computed number results in a decimal value, it will be rounded down to the nearest whole number. For instance, 32.81 will be rounded down to 32. The Weekly Prize shortlisted entry will correspond to the 32 serial number entry, with subsequent selections occurring at intervals based on the multiplication of 32. Example of shortlisted winning serial numbers: 32, 64, 96, 128, 160, and so on up to a total of 32 winners.

On a weekly basis, after shortlisting the Weekly Prize winners, we will then proceed to select the shortlist for the Bonus Weekly Prize winner.

B. Bonus Weekly Prize: 42 x 99 Speed Mart Voucher worth RM20.00 (x 8 weeks)

There are Forty-two (42) Speed Mart Vouchers worth RM20.00 each to be won weekly for eight (8) consecutive weeks. In total, three hundred and thirty-six (336) Bonus Weekly Prizes are available throughout the Promotion Period.

For the purpose of selecting Bonus Weekly Prize winners, the Organizer will assign serial numbers to each Entry received and approved during the Promotion Week Period (each a “Qualified weekly entries” and collectively the “Qualified weekly entries”).

Serial numbers will be allocated sequentially, beginning with serial number “1” for the Qualified Bonus Weekly Prize Entries.

Each week, the serial numbers allocated to the Qualified Weekly Entries will be compiled to determine the total number of Qualified Weekly Entries (the “Total Qualified Weekly Entries”). The total number of entries from the shortlisted Weekly Prize winners will be deducted from the Total Qualified Weekly Entries to derive the net number of entries eligible for the Bonus Weekly Prize selection.

For illustration purposes, if the Total Qualified Weekly Entry for a given week is 1,018 and the entries from the Weekly Prize shortlisted winners total 157, the calculation for selecting the shortlisted Bonus Weekly Prize entries will be as follows:

(Total Qualified Weekly Entries – Weekly Prize Shortlisted Winners entries) ÷ Number of Weekly Prizes.

$$(1018 - 157) \div 42 = 21.26^*$$

If the computed number results in a decimal value, it will be rounded down to the nearest whole number. For instance, 21.2625 will be rounded down to 21.

The Bonus Weekly Prize shortlisted entry will correspond to the 21st serial number entry, with subsequent selections occurring at intervals based on the multiplication of 21.

Example of shortlisted winning serial numbers: 21, 42, 63, 84, 105, and so on, up to a total of 42 serial numbers

A total of 42 winners for the Bonus Weekly Prize will be selected each Promotion Week.

C. First Prize: 5 Winners X Yamaha Avantiz 125cc.

As part of the **First Prize** shortlisting winner 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 8400, the Organiser will compute and select the shortlisted winners based on the following example:

$$8,400 \div 5 = 1680^*$$

The **First Prize** shortlisted winner is the 1680* serial number entry and subsequent serial numbers with the multiplication of 1680. Example of the shortlisted winning serial numbers; 1680,3360,5040,6720 & 8400.

Total of **5 First Prize 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.

Only after we have qualified the First Prize winners, then we will proceed to qualify the Second Prize winners.

D. Second Prize: 3 winners x Gold Bar 999.9 (5g).

As part of the Second Prize selection process, the Organiser will allocate serial numbers for each Entry received and approved during the Promotion Period. Each Qualified Entry will receive a serial number starting from “1.” Before determining the Second Prize winners, the Organiser will deduct the number of entries from the First Prize winners from the total number of Qualified Entries. For example, if there are 8,400 Qualified Entries in total and 600 of these are from First Prize winners, the calculation will be:

	<p style="text-align: center;"><i>(Total Number of entries – First Prize winner’s entries) ÷ Prize allocation</i></p> <p style="text-align: center;"><i>(8,400 - 600) ÷ 3 = 2800*</i></p> <p>The Second Prize shortlisted winner is the 2800* serial number entry and subsequent serial numbers with the multiplication of 2800. Example of the shortlisted winning serial numbers; 2800,5600 and 8400.</p> <p>Total of 3 Second Prize winners will be selected throughout the Promotion Period.</p> <p>The rounding formula will be performed where the decimal value arises, the number will be rounded down to the nearest single digit number.</p> <p><u>Shortlisted Entries</u></p> <p>Shortlisted winners selected for Every Prize based on the serial number selection method will be contacted via WhatsApp from number 019-4083899 to the mobile number from which the participant provided in the Entry form to answer a simple Promotion Question.</p> <p>Shortlisted winners must reply and provide the correct answer via WhatsApp 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 019-4083899 to notify them of their correct answer and to check for winner’s announcement at MAGGI Malaysia website or social media pages.</p>
<p>Prize Claim/Delivery Date</p>	<ol style="list-style-type: none"> 1. All Prizes will be processed for delivery to the winners within six (6) to eight (8) weeks from the Promotion Period end date: 31st October 2024. The Organiser reserves the right to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. 2. 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 early failing which will result in disqualification and forfeiture of the Prizes. 3. First Prize: Yamaha Avantiz 125cc, 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 First 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>4. Second Prize: Gold Bar 999.9 (5g), The winner agrees to collect the prize from any designated supplier. The addresses will be provided at a later date via WhatsApp.</p> <p>5. The Tefal set and 99 Speed Mart voucher will be sent to winner's address, which will be requested via WhatsApp at the end of the Promotion Period.</p> <p>6. In the event there is a manufacturing defect, winner must return the prize to the Organiser at own cost, undamaged and in its original packaging for a replacement within two [2] weeks from the delivery date of the Prize failing which the Prize will not be replaced. Organiser shall reserve the right at its absolute discretion to substitute any of the prizes shown with another prize of similar value, at any time without prior notice. No cash alternatives or refunds will be offered.</p> <p>7. 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>8. 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>
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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.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

3. Eligibility

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Promotion and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

4. Ineligibility

The following groups of persons shall not be eligible to participate in the Promotion:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

5. 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 Contest 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.
- 12.2 Dengan menyertai Promosi ini , Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di www.nestle.com.my/info/privacy_notice