



**Nestlé**

Good food, Good life

## NESTLÉ OMEGA PLUS WALK A MILLION MILES 2024

### TERMS AND CONDITIONS

#### Schedule to Conditions of Entry

<b>1. <u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966] [“the Organiser”].
<b>2. <u>Campaign:</u></b>	NESTLÉ OMEGA PLUS WALK A MILLION MILES 2024. [“Campaign”].
<b>3. <u>Registration Period:</u></b>	The registration starts at 00:00:00 on 01/07/2024 and closes at 23:59:59 on 30/09/2024.
<b>4. <u>Campaign Period:</u></b>	The Campaign period starts at 00:00:00 on 01/09/2024 and closes at 23:59:59 on 30/09/2024.
<b>5. <u>Eligibility:</u></b>	The Campaign is open to all individual legal residents of Malaysia with a valid identification document, aged 18 years and above as at the start of the Campaign Period. The Organiser shall reserve the right to request for evidence of identification documents.
<b>6. <u>Entry Method:</u></b>	<p><b>Below are the steps to participate in the Campaign:</b></p> <p><b>Step 1 – Download BookDoc Application &amp; register (BookDoc App registration):</b></p> <ul style="list-style-type: none"><li>• Participants must first download the BookDoc App and register for a BookDoc account either via email address or social media accounts i.e Facebook and complete the required mandatory data below to register:<ol style="list-style-type: none"><li>i. Full Name</li><li>ii. Last Name</li><li>iii. Email</li><li>iv. Mobile No.</li><li>v. Address</li><li>vi. Postcode</li><li>vii. City</li><li>viii. State</li><li>ix. Date of Birth (DD-MM-YYYY)</li><li>x. Gender</li></ol></li></ul> <p><b>IMPORTANT NOTE:</b> In order to participate in the Campaign specifically, Participants would need a compatible device or a mobile app that can track their steps. Participants must ensure that their BookDoc account is synced to a compatible device or mobile app upon successful registration. We encourage Participants to check on their device compatibility before registering for a BookDoc account. Participants may refer to BookDoc’s FAQ [<a href="https://www.bookdoc.com/faqs/">https://www.bookdoc.com/faqs/</a>] for information on compatible devices or mobile apps that can track their steps.</p>

- Participants need to agree with BookDoc's Terms of Use [<https://www.bookdoc.com/terms/>] and Privacy Notice [<https://www.bookdoc.com/privacy/>] in order to create a BookDoc account.
- The Organiser will not be held liable in the event Participants are unable to register for a BookDoc account or after registration, their device or mobile app cannot be synced or deemed incompatible with BookDoc App. Please contact BookDoc App customer care for further assistance on this matter: [care@bookdoc.com](mailto:care@bookdoc.com) or call 1300 88 2362 (Mon-Fri: 9am-6pm, Sat - Sun: WhatsApp at +6012-644-2362 or Email only)
- Participants have the right to request access to and to request correction of their personal data and to contact BookDoc App with any inquiries or complaints in respect of their personal data (including the possible choices and means for limiting the processing of their personal data) collected at the point of registering for a BookDoc account under this Step 1 through BookDoc App as follows:

The Personal Data Protection Officer  
 Email address: [pdpa@bookdoc.com](mailto:pdpa@bookdoc.com)  
 Telephone no: 1300-88-2362

**Step 2 – Search for Campaign, Register and Insert Referral Code (if any)(Campaign Registration)**

- Participants may search for the Campaign “NESTLÉ OMEGA PLUS Walk A Million Miles” in Activ, under the “Challenges” page or click on the Walk A Million Miles banner that appears on the BookDoc App home page, then click on “Join Now”.
- Participants may enter their friend's E-Bib number as referral code in order to help their friend earn a NESTLÉ OMEGA PLUS Friendly Heart Hero E- Badge. This step is optional; Participants may click “Skip’ if they do not have any E-Bib number to key in.

**Step 3 – Selection of Entry Category**

**There are two categories: a) Free Entry and b) Paid Entry**

**a) Free Entry Participation**

- Participants may opt for Free Entry registration during the Event Registration.
- For the Participants' Entitlements, please refer to Paragraph 7 “**Entry Categories Entitlements**” in this **Terms & Conditions**.

Participants may choose to upgrade their Free Entry to Paid Entry at any time on or before 23:59:59 on 30/09/2024 subject to additional payment. Refer to Para (b) below. There will be an “Upgrade to Paid Entry” button available on the Walk A Million Miles event page in the BookDoc App.

**b) Paid Entry Participation, with a fee of RM30**

- Participants may opt for Paid Entry registration during the EventRegistration.
- Paid Entry Participation Fee of RM30 comprise of:  
  
RM26.60 for Campaign participation fee [**“Participation Fee”**],  
RM1.00 for payment gateway processing fees and RM2.40 for Sales and Service Tax [**“Tax Fee”**]
- All payments made by Participants are collected and processed by BookDoc App and subject to the terms and conditions thereto.
- All payments are non-refundable and non-transferable.
- For the Participants’ Entitlements, please refer to Paragraph 7, **“Entry Categories Entitlements”** in this **Terms & Conditions**
- Participants that upgrade from Free Entry to Paid Entry will be entitled for Paid Entry Entitlements only.

**Step 4 – Register to Participate** Participants must read the Campaign Terms & Conditions; mechanics displayed and complete the required mandatory data below to sign-up (depending on types of Entry Categories):

- i. I.C Number / Passport
- ii. Full Name
- iii. Gender
- iv. Mobile No.
- v. Address
- vi. City
- vii. State
- viii. Postal Code

- For Paid Entry Participants, you will need to choose the jersey size during registration.

**Step 5 – Acknowledgement of Campaign’s Terms & Conditions and Privacy Policy, BookDoc App’s Terms & Conditions and Privacy Notice:**

- The Campaign’s Terms & Conditions and Privacy Notice and BookDoc App’s Rules & Regulations and Privacy Policy, will be featured during the Campaign registration at the Confirmation Page. Participants must read, acknowledge and accept the Campaign’s Terms & Conditions and Privacy Notice and BookDoc’s Rules & Regulations and Privacy Policy by ticking the relevant box.

**NOTE:** Do take note that BookDoc's Virtual Challenges (Paid Entry) Terms and Conditions on the Bookdoc App is **NOT APPLICABLE** to this Campaign. For

purposes of this Campaign, only the BookDoc App's Terms & Conditions that are hyperlinked in Paragraph 6 is applicable. The option to join Dear Nestlé and receive updates on Nestlé's products, samples, events and promotions is **not mandatory** for Participants in order to qualify and be registered as a Participant.

**Step 6 – Start Recording Step Count during the Campaign Period:**

- Participants may now start walking during the Campaign Period by using the BookDoc App to record their step count with their fitness tracking app or devices synced to the BookDoc App and stand a chance to win Prizes.
- Participants must refresh their steps data on the Activ page on the BookDoc App daily to ensure that their progress in the challenge is up to date.
- The Campaign's goal is to complete a combined total of 1 Million Miles from all Participants during the Campaign Period.
- Upon achieving 1 Million Miles, the Organiser will donate a total of RM100,000 to the NESTLÉ OMEGA PLUS collaboration partners Yayasan Jantung Malaysia [YJM] and Institute Jantung Negara Foundation [IJNF].
- The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to revise the Campaign's goal.

**Optional External Activities during the Campaign Period:**

- Participants are invited to join the following activities as part of the external engagement activities during the Campaign Period.

**i. Public Launch Event**

Participants and general public who are above 18 years old are welcomed to join the launch event on 01/09/2024 to officiate the start of NESTLÉ OMEGA PLUS Walk A Million Miles 2024 ("Public Event"). The location of the Public Event will be announced on the BookDoc app and NESTLÉ OMEGA PLUS official Facebook page. For Participants who RSVP on the BookDoc App ahead of the Public Event will be receiving individual unique QR code. This QR code will be used for redemption of the entitlement, if eligible (according to paragraph 7 below). Participants must be physically present on the day of Public Event to scan their individual unique QR code and redeem their entitlement, if eligible. Redemption must be done personally by Participants and not on behalf or through a representative.

For general public who is not a Participant but wish to join the Public Event, they will need to sign up for the Campaign and RSVP on the spot

	<p>via BookDoc App in order to redeem the entitlement, if eligible.</p> <p>For further information on categories of entitlement, please refer to Paragraph 7 below.</p> <p>Participants may bring children to participate (not as 'Participant') with whom they are the parent of or legal guardian over and must be responsible over their children's behaviour at all times.</p> <p>Participants must be physically fit, have sufficiently prepared for participation in this Public Event, and have not been advised to refrain from participating in any physical activities by a qualified medical professional. Participants must have no health-related reasons, physical conditions, disability or problems, which may increase the normal risks associated with the activities during this Public Event and would preclude their participation in this Public Event. Whilst reasonable precaution will be taken by the Organiser to ensure the Participants' and their children's safety, Participants participate at their own risk.</p> <p>The Organiser shall not be responsible or held liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential losses, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation of the Participant in the Public Event, as well as the redemption and/or utilisation of any Prize redeemed.</p> <p><b>NOTE:</b> All other activities/booths on the Public Event day do not require separate prior registration for the Campaign.</p> <p><b>ii. <u>Group Challenge</u></b> Participants can create groups in the BookDoc App and invite others to join by using their E-Bib number. One group can accept a maximum of 30 members and Participants may join up to 10 groups. Each member of the group may see their steps through the Leaderboard. The purpose of this Group Challenge is mainly to provide opportunities for social interaction and engagement throughout the Campaign and no additional entitlements or prizes will be provided.</p> <ul style="list-style-type: none"> <li>• <b>NOTE:</b> Do take note that option to join Public Launch Event and Group Challenge is <b>not mandatory</b> for Participants</li> </ul>
<p><b><u>7. Entry Categories Entitlements</u></b></p>	<p><b>Upon Registration (Paid Entry &amp; Upgrade from Free Entry to Paid Entry):</b></p> <p>i. The first 2,000 Paid Participants that RSVP for the Public Event, are entitled for exclusive additional entitlements:</p>

	<ul style="list-style-type: none"> <li>• NESTLÉ Exclusive Goodies (RM50 worth of NESTLÉ products)</li> <li>• 1 x Exclusive Physical Completion Medal (upon completion of the walk on the Public Event day)</li> </ul> <p>ii. Entitled to participate in Top 25 Weekly Achievers Prizes. Refer to Paragraph 9 for more information.</p> <p><b>Upon Registration (Free Entry &amp; Paid Participant):</b></p> <p>i. First 3000 Participants (Free Entry Participants and Paid Entry Participants) that RSVP for the Public Event are entitled for two [2] NESTLÉ OMEGA PLUS UHT 200ML only, subject to changes by the Organiser at their sole discretion.</p> <p><b>Upon completion of tasks for (Free Entry, Paid Entry &amp; Upgrade from Free Entry to Paid Entry), Participants may earn E-badges as follows via the BookDoc App:</b></p> <ul style="list-style-type: none"> <li>• <b>1 x NESTLÉ OMEGA PLUS Friendly Heart Hero E-badge:</b> Participants may share their E-Bib number as a Referral Code with their friends. If their friends were to utilise the E-Bib number shared during registration, the Participant will earn the NESTLÉ OMEGA PLUS Friendly Heart Hero E-Badge.</li> <li>• <b>1 x NESTLÉ OMEGA PLUS Smart Heart Hero E-badge</b> Participants may take a short quiz and learn more about heart health to earn an exclusive NESTLÉ OMEGA PLUS Smart Heart Hero E-Badge.</li> </ul> <p>Participant can find the E-Medals and E-Badges in BookDoc app under Challenge -&gt; Achievement.</p> <p><b>Upon reaching a minimum of 150,000 steps (Paid Entry &amp; Upgrade from Free Entry to Paid Entry):</b></p> <ul style="list-style-type: none"> <li>• 1 x NESTLÉ OMEGA PLUS Limited Edition Finisher jersey</li> <li>• 1 x NESTLÉ OMEGA PLUS 300k Silver Super Heart Champion E-Medal</li> </ul> <p><b>Upon reaching a minimum of 300,000 steps (Paid Entry &amp; Upgrade from Free Entry to Paid Entry):</b></p> <ul style="list-style-type: none"> <li>• Entitled to participate in Finisher Lucky Draw Prizes*</li> <li>• 1 x NESTLÉ OMEGA PLUS 300k Gold Super Heart Champion E-Medal</li> </ul> <p>* Refer to Paragraph 10 for more information.</p>
<p><b>8. <u>Entry Deadline:</u></b></p>	<p>Participation registration entries for the Campaign must be received by the Organiser before the end of the Registration Period at 23:59:59 on 30/09/2024. All participation registration received outside the Registration Period will be automatically disqualified.</p>

	<p>Participants may choose to upgrade their Free Entry to Paid Entry at any time before 23:59:59 on 30/09/2024. Please refer to Paragraph 6, “<b>Entry Method: Step 3 – Selection of Entry Category and Campaign Participation Fees</b>” in this Terms and Conditions for further information.</p>
<p><b>9. <u>Weekly Achiever’s Prizes (for Paid Entry &amp; Upgrade from Free Entry to Paid Entry Only):</u></b></p>	<p>The Campaign is divided into four [4] weekly periods as follows:  Week 1: 00:00:00, 01/09 – 23:59:59, 07/09/2024  Week 2: 00:00:00, 08/09 – 23:59:59, 14/09/2024  Week 3: 00:00:00, 15/09 – 23:59:59, 21/09/2024  Week 4: 00:00:00, 22/09 – 23:59:59, 30/09/2024</p> <ol style="list-style-type: none"> <li>i. Each week throughout the Campaign Period, BookDoc App will tabulate each Participant’s total steps achieved. The steps will be tabulated as 1 Mile = 1.6 KM = 2,400 steps.</li> <li>ii. The top twenty-five [25] Participants with the highest number of steps each week will win cash worth RM150.00.</li> </ol> <p>There is a total of one hundred [100] Weekly Prizes to be won throughout the Campaign Period. The prize shall be subject to the terms and conditions stipulated thereon.</p> <ol style="list-style-type: none"> <li>iii. Each Paid Entry Participant is only entitled to win the Weekly Prize once throughout the Campaign Period.</li> </ol>
<p><b>10 . <u>Finisher Lucky Draw Prize (exclusive for Paid Entry Participants &amp; Upgrade from Free Entry to Paid Entry only)</u></b></p>	<p><b>Lucky Draw: How to Enter / Mechanics for Paid Entry</b>  Participants who are either originally registered as Paid Entry or who upgrade from Free Entry to Paid Entry and reach a minimum of 300,000 steps will be automatically eligible for the lucky draw at the end of the Campaign Period.</p> <ul style="list-style-type: none"> <li>• Each qualified Participant is eligible to win one Lucky Draw Prize only throughout the Campaign Period.</li> </ul> <p><b>Allocation of Prizes</b>  <b>300,000 steps finisher of paid category:</b></p> <ul style="list-style-type: none"> <li>• <b>Grand Prize:</b> Apple iPhone 15 Plus (256GB, Color – Black) x 5 Winners</li> <li>• <b>Consolation Prize:</b> Amazfit Bip 5 Unity worth RM300.00 x 30 Winners</li> </ul> <p><b>Shortlisting of Grand Prize Winner – 5 x Apple iPhone 15 Plus (256GB, Color – Black)</b></p> <ol style="list-style-type: none"> <li>1. As part of the winner selection process, the Organiser will allocate serial numbers for each Qualified Entry, after the Campaign ends [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”.</li> <li>2. The serial numbers allocated to each Qualified Entries will be added up to derive the total number of Qualified Entries [“Total Qualified Entries”].</li> <li>3. Assuming that the Total Qualified Entries is 6000, the Organiser will</li> </ol>

	<p>compute and select the finalists [“Finalist”] to win the prizes based on the following:</p> <p><b>i. Selection of five [5] Grand Prize Finalists: <math>6000 \div 5 = 1200</math>.</b></p> <p>The Grand Prize winner for Paid Category 300,000 steps finisher is the 1200<sup>th</sup>, 2400<sup>th</sup>, 3600<sup>th</sup>, 4800<sup>th</sup> and 6000<sup>th</sup> serial number winner.</p> <p><b>Shortlisting of Consolation Winners – 30 x Amazfit Bip 5 Unity</b></p> <p><b>1.</b> Each Qualified Entries will be accumulated to the Consolation draw. The Organiser will then allocate new serial numbers for remaining Qualified Entries. Assuming that the Total Qualified Entries is 6000, the Organiser will compute and select the finalists [“Finalist”] to win the prize based on the following:</p> <p><b>i. Selection of thirty [30] Consolation Prize Finalists: <math>6000 \div 30 = 200</math></b></p> <p>The following 30 Participants with Qualified Entry bearing the following serial number will be selected: 200<sup>th</sup>, 400<sup>th</sup>, 600<sup>th</sup>, 800<sup>th</sup>, 1000<sup>th</sup>, 1200<sup>th</sup>, 1400<sup>th</sup>, 1600<sup>th</sup>, 1800<sup>th</sup>, 2000<sup>th</sup>, 2200<sup>th</sup>, 2400<sup>th</sup>, 2600<sup>th</sup>, 2800<sup>th</sup>, 3000<sup>th</sup>, 3200<sup>th</sup>, 3400<sup>th</sup>, 3600<sup>th</sup>, 3800<sup>th</sup>, 4000<sup>th</sup>, 4200<sup>th</sup>, 4400<sup>th</sup>, 4600<sup>th</sup>, 4800<sup>th</sup>, 5000<sup>th</sup>, 5200<sup>th</sup>, 5400<sup>th</sup>, 5600<sup>th</sup>, 5800<sup>th</sup>, 6000<sup>th</sup></p>
<p><b>11. <u>Additional Terms:</u></b></p>	<p>a. All Participants must abide by the terms and conditions of the party[ies] arranging and/or providing for the Prize[s] and the terms and conditions attached to the Prize[s], if any.</p> <p>b. All winner announcements will be made on NESTLÉ OMEGA PLUS official Facebook page. Weekly Top Achievers winner announcements will be made one week after each weekly period whereas other winner announcements will be made two weeks after the end of the Campaign Period.</p> <p>c. All prizes including weekly achiever prizes and entitlements will be delivered to the winners within six – eight weeks after the end of the Campaign Period to the address provided by the winners. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>d. 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:</p> <ul style="list-style-type: none"> <li>a) Malaysian bank account in the winner’s name to remit the payments; and</li> <li>b) any documents to be completed, with the necessary supporting documents.</li> </ul>



	<p>Refusal or failure to provide the required documents may result in disqualification, and a replacement winner will be chosen.</p> <p>e. All unclaimed/undelivered prizes after the deadline stipulated by the Organiser will be forfeited.</p> <p>f. The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available at any time without prior notice. All Prizes[s] are provided on an “as is” basis and are not exchangeable for credit, other items or voucher in part or in full. For any manufacturing defects in regards to the prizes, please contact the event agency: Strongnote Sdn Bhd 03-7955 3888</p> <p>The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to disqualify, cancel, terminate or suspend the Participant in whole or in part in the event of any violation to the Campaign’s Terms and Conditions.</p>
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This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at [http:// www.dearnestle.com.my](http://www.dearnestle.com.my) collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Campaign (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

By participating in the Campaign, 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

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## Conditions of Entry

### 1. Introduction

1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between these conditions of entry and the Schedule to Conditions of Entry 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 Campaign Period, make Prize substitutions, cancel, terminate or suspend the Campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Campaign will constitute their acceptance of the Terms and Conditions (as

changed).

- 1.3 The Organiser's decision on all matters relating to the Campaign including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

## **2. Campaign Entries**

- 2.1 By submitting an entry to the Campaign, 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 Campaign, 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 Campaign 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 A**

- 3.1 The Organiser may require a Participant to provide proof of eligibility to participate in the Campaign 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. Eligibility B**

The following groups of persons shall be eligible to participate in the Campaign:

- (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 Campaign and their immediate families (spouse, children, parents, siblings, and their spouses).

## **5. Disqualification**

- 5.1 The following entries will be disqualified:
  - (a) registration that violate the Terms and Conditions, any applicable laws and/or regulations; and/or
  - (b) unclear, incomplete, duplicate, copies, illegible or incorrect registration

- 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 Campaign by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Campaign 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.
- 5.4 In addition, the Organiser reserves the right to disqualify any Participant that:
- (a) undermines, has or attempted to undermine the operation of the Campaign by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Campaign for verification by Organiser when requested.
- 5.5 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 The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. 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 Prize.

### **(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 Campaign (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Campaign 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 Campaign and any derivative works arising there from will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

## **9. Indemnity**

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“Nestlé Malaysia Group”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Campaign, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Campaign or violation of the Terms and Conditions.

## **10. Limitation of Liability**

- 10.1 The Participant’s participation in the Campaign 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 Campaign, 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 Campaign 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 Campaignal materials) in connection with this Campaign, in particular that relates to the Prize, are the properties of their respective owners. This Campaign 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 Campaign.
- 11.5 Where the Terms and Conditions of the Campaign 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 Campaign shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **12. Privacy Notice**

- 12.1 By participating in the Campaign, 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) .

By participating in the Campaign, the Participant agrees to the processing of the participant's Personal Data by the Organiser in accordance with the Privacy Notice in Dengan menyertai Kempen, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Pengajur berdasarkan Notis Privasi di [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice)

