

## **Contest Rules and Regulations**

### **Organiser and Eligibility**

1	The NESCAFE DULU BARULAH BOLA GRAND CONTEST ["Contest"] is organised by Nestlé Products Sdn. Bhd. [45229-H] ["the Organiser"] and is only open to all Malaysians and residents of Malaysia aged 18 years and above as of 11/02/2017 [each a "Participant" and collectively, the "Participants"]. Proof of identification documents may be required.
2	The following persons are not eligible to participate in the Contest:
	[a] Employees of the Organiser [including its affiliated and related companies] and their immediate family members [spouse, children, parents, siblings (and their spouses)]; and/or
	[b] Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organiser [including their affiliated and related companies], and their immediate family members [spouse, children, parents, siblings (and their spouses)].
3.	The Organiser shall have the right to exclude and/or disqualify Participants who do not fall within the category of Participants and/or who are in breach of the Contest Rules and Regulations.

### **Duration**

1	The Contest will run from 11/02/2017 to 21/05/2017 ["the Contest Period"]. The Organiser reserves the right at its absolute discretion to vary, postpone, re-schedule and/or extend the Contest Period and/or cancel/terminate the Contest at any time without prior notice. All entries received outside the Contest Period shall be automatically disqualified.
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<b>Qualifying Criteria And Submission of Entries Via WhatsApp Messaging</b>	
1	To participate in the Contest, Participant must purchase any ONE [1] cup of Nescafe from any participating outlets during the Contest Period, and submit a digital entry via Whatsapp Messaging ("WAM") to 017-2028091 from a locally registered mobile number. Each entry must include the proof of purchase and the Participant's name, contact number and Identification number ("Required Details") written on the proof of purchase. The proof of purchase for each entry shall be the original printed receipt for the purchase of ONE [1] cup of Nescafe and dated within the Contest Period ["POP"].
2	The Organiser WILL NOT send an acknowledgment report for the WAM entries sent.
3	<p>Each Participant may submit more than one [1] entry. Each POP is eligible for one [1] WhatsApp entry only. Participants are not allowed to submit/send more than one [1] WhatsApp entry with the same POP to the Organiser. The Organiser shall have the right to disqualify and/or reject WhatsApp entries where:</p> <ul style="list-style-type: none"> <li>a) the POP submitted is a duplicate, incorrect, unclear, torn or damaged; and/or</li> <li>b) the Required Details are not provided, incomplete, illegible, unclear and/or inaccurate</li> </ul>

	Each Participant is identified by the Required Details submitted in the WhatsApp entry.
4	The Organiser reserves the right to request for evidence of POP for verification. Participants MUST keep the original POP submitted in the WAM entry for Winners' verification and Prizes redemption. Failure to produce the POP upon request will result in disqualification and Prize forfeiture.

<b>Winner</b>	
1	Participants may only win one [1] Prize throughout the Contest Period. Participants shall be shortlisted at random by the Organiser to with the Prizes. The Organiser will contact all shortlisted Participants via the contact/mobile numbers from which the Organiser received the contest entry. Each shortlisted Participant will be given one [1] question to answer. The Organiser will not be held liable in the event the shortlisted Participant[s] cannot be contacted for whatever reasons.
2	The shortlisted Participants must answer the question posted by the Organiser correctly in order to win the Prizes. In the event any of the shortlisted Participants fails to answer the question correctly and/or clearly, then he/she shall be disqualified by the Organiser. The next random Participant shall be shortlisted and contacted by the Organiser.

3	<p>The Prizes available for this contest are as follows:</p> <p>Weekly Prizes: RM200 Dining Voucher @ Selected Outlet x 2 winners per week  **Winner will be announced on every Wednesday</p> <p>Monthly Prizes: Movie Night with Nescafe x 20 winners per month  **One Winner will be entitled to 4 movie tickets  **Winner will be announced every 2<sup>nd</sup> week monthly</p>
<b>Liability and Responsibility</b>	
1	<p>All Winners will receive a postal notification and the Winner's list will be announced on Organiser's website at <a href="http://www.nestle.com.my">www.nestle.com.my</a>. The Organiser will not be held liable in the event of non- receipt or delayed delivery of the postal notification to the Winners. Winners must abide by the terms and conditions of the party[ies] arranging and/or providing for all the Prizes and the terms and conditions attached to all the Prizes, if any.</p>
2	<p>Winners must abide by the terms and conditions of the party[ies] arranging and/or providing for all the Prizes and the terms and conditions attached to all the Prizes, if any. Prizes which are lost and/or damaged during the delivery process are not replaceable and the Organiser disclaims any and all liabilities arising therefrom and the obligations to replace the lost and/or damaged prizes.</p>

3	Winners and/or their heirs shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents [including death] resulting from their participation in the Contest, redemption and/or utilisation of the Prizes and agree to release and hold the Organiser free and harmless of any liability.
4	All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses that are incurred to participate in the Contest and to redeem the Prize is the sole responsibility of the Winners.
5	The Organiser disclaim any responsibilities for any error, omission, interruption, deletion, defect, delay, failure 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 any telephone network or lines, the website, computer online systems, servers or providers, computer equipment, system, apparatus, software, failure of e-mail or receipt of entry on account of technical problems or traffic congestion on the internet and/or telecommunication services.
<b>Rights of the Organiser</b>	
1	The Organiser reserves the right at its absolute discretion to review and vary the Prizes Winners' selection process contained herein at any time without prior notice. The judges' decision is final and no correspondences thereafter will be entertained.

2	The Organiser reserves the right at its absolute discretion to substitute any of the Prizes with that of similar value, at any time without prior notice. The Prizes are non-transferable and all Prizes are given on an “as is” basis and are not exchangeable for cash, credit and other items or voucher in part or in full.
3	By participating in the Contest, all Participants agree and acknowledge that all intellectual property rights thereto shall belong to the Organiser and each Participant consents to the collection, use, processing and/or disclosure by the Organiser any and all of the Participant’s personal information including without limitation the Participant’s name, photograph or image for purposes of the Contests, including advertising, publicity, marketing and promotional activities conducted in such manner as the Organiser sees fit, in any media and without additional compensation, notification or permission, and any other activities that are ancillary to the Contest. Participants shall not be entitled to claim ownership and/or other forms of compensation on the materials.
4	The Organiser reserves the right, in its sole discretion, to disqualify any Participant that is found or suspected of tampering with the Contest submission process or the operation of the Contest and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to the Contest.
5	The Organiser reserves the right to modify, suspend or cancel the Contest in the event it becomes not possible for the Organiser to run the Contest as planned including but not limited to unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Organiser, despite the best efforts of the Organiser.

## Privacy Notice

1. By participating in the Contest, the Participant is giving his consent to the Organiser and any of its holding, subsidiary or related companies as defined in the Companies Act 1965 (“Nestlé Malaysia Group”) and service providers, agents and contractors who provide administrative and business support to us and act on our behalf (“Authorised Third Parties”) (collectively “Organiser”, “us”, “we” or “our”) to process the Participant’s personal information provided in the entry form for purposes of the Contest. This includes disclosing the Participant’s name to the general public when the Participant become a winner in a contest or participate in our events by publishing the Participant’s name, photographs and other personal information without compensation for advertising and publicity purposes.
2. The Organiser may also use the Participant’s personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, any promotions, events or contests organised by the Organiser. Please indicate the option on the form if the Participant agrees to the use of his personal information for this purpose.
3. In the event that the Participant agrees to share and disclose personal information of a person whom the Participant intends to refer to the Organiser, the Participant acknowledges that he has obtained the consent of that person to share and disclose his/her personal information to the Organiser and to being contacted by the Organiser.

4.	In respect of minors or individuals not legally competent to give consent, the Participant confirms that they have appointed the Participant to act for them and to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
5.	At times the Organiser may retain Authorised Third Parties to process the Participant's personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use the Participant's personal information in any way other than that which is specified here and in the Organiser's privacy policy at <a href="http://www.nestle.com.my/info/privacy_policy">http://www.nestle.com.my/info/privacy_policy</a> .
6.	The Organiser is a global company and the Participant's personal information may be transferred across borders. The Organiser will ensure that the country the Participant's data is transferred to has a similar or equivalent personal information protection laws in place, as set out in the Organiser's privacy policy at <a href="http://www.nestle.com.my/info/privacy_policy">http://www.nestle.com.my/info/privacy_policy</a> .
7.	To the extent that the applicable law allows, the Participant has the right to request for access to, request for a copy of, request to update or correct, the Participant's personal information held by the Organiser. All your written requests or queries should be addressed to Nestlé Products Sdn. Bhd. 22-1, 22nd Floor, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara 47810, Petaling Jaya, Selangor. Or Web Form: <a href="https://www.nestle.com.my/contactus">https://www.nestle.com.my/contactus</a> . Or Call us: 1-800-88-3433.
8.	Please note the Organiser requires the Participant's personal information in order to process his participation in the Contest, without which the Organiser will not be able to process the Participant's application.
9.	For a more detailed description of the Participant's privacy practices, please refer to the Organiser's Privacy Policy at <a href="http://www.nestle.com.my/info/privacy_policy">http://www.nestle.com.my/info/privacy_policy</a> . The Organiser reserves the right to update and amend

	this privacy notice or the Organiser's privacy policy from time to time.
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General Terms and Conditions	
1	Pictures of Prizes shown on the Contest collaterals are for illustration purposes only and may differ from the actual item.
2	The Contest Rules and Regulations and the Contest mechanics, may be amended from time to time and shall prevail over any provisions or representations contained in any other promotional material or advertising of the Contest. Participants are highly advised to visit the Organisers' website from time to time to ensure that the Participants are aware of any updates and changes made.
3	By participating in the Contest, Participants agree to be bound by the Contest Rules and Regulations, and the decisions of the Organiser.