

# NESTLÉ DRUMSTICK® INI BARU “AWESOME!” CONTEST

## Rules and Regulations Document

Version: 1.0

<b>Contest Rules and Regulations</b>	
<b>Organiser and Eligibility</b>	
1	This Nestlé DRUMSTICK Ini Baru “Awesome!” contest [“Contest”] is organised by Nestlé Products Sdn. Bhd. [45229-H] [“the Organiser”] and is open to all Malaysian residents with a valid MyKad and address in Malaysia, aged 18 years and above as of 6 <sup>th</sup> February 2017.
2	The following group of persons shall not be eligible to participate in this Contest:
[a]	Employees of the Organiser [including its affiliated and related companies] and their immediate family members [spouses, children, parents, siblings and their spouses]; or
[b]	Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organiser [including its affiliated and related companies], and their immediate family members [spouses, children, parents, siblings and their spouses].
<b>Duration</b>	
1	This Contest will run from 6 <sup>th</sup> February 2017 at “12:00:01” to 20 <sup>th</sup> March 2017 at “23:59:59” [“the Contest Period”]. The Organiser reserves the right to change, postpone, reschedule or extend the Contest Period at any time. All entries received outside the Contest Period will be disqualified.
<b>Contest Criteria</b>	
1	<p>To participate in this Contest, participants are required to complete the following criteria [“Contest Criteria”]:</p> <p>a) Purchase at least one (1) of the following DRUMSTICK cones from any outlets during the Contest Period:</p> <ul style="list-style-type: none"><li>• DRUMSTICK Vanilla</li><li>• DRUMSTICK Chocolate</li><li>• DRUMSTICK Caffè de Caramel</li><li>• DRUMSTICK Chocolate Vanilla Classic Multipack (4 cones)</li></ul> <p>Purchase of one (1) DRUMSTICK cone entitles participants to one (1) Tier 1 entry and any purchase of three (3) DRUMSTICK cones are entitled for 1 Tier 2 entry . Any purchase of the DRUMSTICK® multipack will entitle participants to one (1) Tier 2 entry.</p> <p>For example, if a participant purchases two (2) DRUMSTICK cones within one[1] receipt, they will be entitled to two (2) entries in Tier 1. If they purchase five (5) DRUMSTICK cones within one receipt, they will be entitled to five (5) Tier 1 entries and one (1) Tier 2 entry.</p> <p>Participants are required to retain the original sales receipt which clearly displays the itemised purchase of DRUMSTICK® product to serve as proof of purchase [“POP”] for purposes of verification if selected as one of the Tier 2 finalists in the Contest; and</p> <p>b) Submit Contest entries by keying in the participant’s name, MyKad number and</p>

	<p>upload a photo of the receipt via WhatsApp Messaging [“WAM”] and send to 012-3131031 [“Entries”].</p> <p>Participants may submit more than one entry with different receipts during the Contest Period but will only be eligible to win one (1) prize from each Tier in the Contest.</p>
2	In the event of similar Entries from different participants, the earliest submitted Entry will be treated as the valid entry based on the time of receipt.
3	In order to participate in this Contest, each Entry submitted must complete all the steps in the Contest. Any incomplete Entries will be automatically disqualified.
<b>Prizes</b>	
1	<p>The Prizes for this Contest are divided into two (2) Tiers:</p> <p>(a) Tier 1: Daily Prizes</p> <ul style="list-style-type: none"> <li>- Total of one thousand two hundred and ninety [1,290] winners of DRUMSTICK T-shirt (maximum of 30 Daily Prize Winners per day)</li> </ul> <p>(b) Tier 2: Bi-Weekly Prizes</p> <ul style="list-style-type: none"> <li>- 6<sup>th</sup> Feb – 20<sup>th</sup> Feb 2017: Fifteen [15] winners of Sony PlayStation4 worth RM1,300 each</li> <li>- 21<sup>st</sup> Feb – 7<sup>th</sup> Mar 2017: Twenty [20] winners of ZALORA E-Gift Card worth RM1,000</li> <li>- 8<sup>th</sup> Mar – 20<sup>th</sup> Mar 2017: Twenty [20] winners of AirAsia BIG Points worth RM1,000 or equivalent to 25,000 BIG Points.</li> </ul>
2	<p>The use of the prizes provided by third parties shall be governed by the terms and conditions of the third party. The usage of ZALORA E-Gift Card [“Gift Card”] and AirAsia BIG Points [“BIG Points”] is subject to the Terms and Conditions stated by respective retailer on the Gift Card or BIG Points.</p> <p>The Organiser assumes no liability whatsoever in relation to the prizes provided by the third parties. The Organizer further does not accept any responsibility for the act or omission of the third party.</p>
3	Winners from the Contest will be announced at the end of the contest on the Nestlé DRUMSTICK® Malaysia Facebook page and Nestlé Malaysia Corporate website, <a href="http://www.nestle.com.my">www.nestle.com.my</a> .
4	All prizes are not transferable and/or not exchangeable.
5	In the event there are no winners, the prizes will be given out to the valid entries received during the Contest Period.
<b>Selection of Winners</b>	
1	<p>All Entries received by the Organiser during the Contest Period that are in compliance with the Contest Criteria [“Qualified Entries”], will be serialised according to the time of receipt (dd/mm/yy/hh/mm/ss) into one [1] database. The total Qualified Entries will then be divided by the number of prizes allocated within each of the two [2] prize tiers above to derive the potential winning serial number. For example, for the Tier 1 Prize, if the total Qualified Entries amount to 300 entries, then 300 will be divided by thirty [30] to derive the first winning serial numbers of [10<sup>th</sup>] and the consecutive winning numbers using the multiplier of 10; for the Tier 2 Prize of Sony PlayStation 4, 300 will be divided by fifteen [15] to derive the first winning serial number of [20<sup>th</sup>] and the consecutive winning numbers using the multiplier of 20; for the Bi-Weekly Prize of Gift Card and BIG Points, 300 will be divided by twenty [20] to derive the first winning serial numbers of [15<sup>th</sup>] and the consecutive winning numbers using the multiplier of 15. If the multiplier is in decimal points, the winning serial number will be rounded down to the lower whole serial number that results after the division.</p>

	<p>Participants of the winning serial number above [“Selected Participants”] will be notified by the Organiser or its agents via email and/or telephone. The Organiser will not be held liable in the event the Selected Participants cannot be contacted for whatever reasons after at least three [3] attempts by the Organiser or its agents.</p> <p>To qualify as a winner of Tier 1, the Selected Participants must correctly answer one [1] question by the Organiser and submit a photocopy of their MyKad (front and back) via WhatsApp to the Organiser within five [5] working days of notification, or via email to the email address provided in the said notification.</p> <p>To qualify as a winner of the Tier 2, the Selected Participants must correctly answer one [1] question by the Organiser and submit a photocopy of their MyKad (front and back) together with their original POP receipt with matching invoice number to the Organiser within seven [7] working days of notification.</p> <p>Upon receiving the original POP and the copy of the MyKad from the Tier 2 Selected Participant, the Organiser or its agent will verify and identify the winner of the relevant prize category.</p>
<b>Prizes Redemption</b>	
1	All prizes must be claimed within three [3] months from the date of notification. All unclaimed prizes will be forfeited. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the postal notification to the winner[s].
2	Failure to furnish, including non-receipt of the original POP receipt and/or MyKad photocopies within the prescribed deadline, for whatever reasons, will result in forfeiture of the prize. Proof of postage shall not constitute proof of receipt by the Organiser. The Organiser shall not be held responsible for any non-receipt of submissions to redeem the prize for any reason whatsoever. Forfeited prizes will not be replaced.
3	The Organiser shall reserve the right at its absolute discretion to substitute any of the prizes with that of similar value, at any time without prior notice. The values of the prizes are correct at the time of printing. All prizes are given on an “as is” basis and are not exchangeable for cash, credit, other items or voucher, in part or in full.
4	All winners must abide by the terms and conditions of the parties arranging and/or providing for the prizes and the terms and conditions attached to the prizes, if any.
<b>Liability and Responsibility</b>	
1.	Participants shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents (including death) resulting from their participation in this Contest, redemption and/or utilisation of the prizes. The Organiser shall not be responsible for any liability, mishap, loss, damage, claim or accident (including death) in any manner whatsoever.
2	All recording, transportation, accommodation, personal costs and/or any other costs, fees and/or other expenses that are incurred to participate in this Contest and to redeem the prize is the sole responsibility of the participant.
3	The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorised access to, or alteration of, user or member communications, or any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet and/or websites.
4	The Organiser shall not be held liable or responsible for any delay and/or failure in the receipt of entry due to the inability of the respective Internet Service Provider [ISP] company and/or telecommunication network to provide timely and/or efficient internet and/or

	telecommunication services.
<b>Rights of the Organiser</b>	
1	By submitting your entries for this Contest, all participants agree and acknowledge that all intellectual property rights thereto shall belong to the Organiser. The Organiser shall have the exclusive right to use, edit, modify and publish the entry submitted by all the participants, publish the names of the participants, in any way it deems fit for any advertising, trade, promotional purpose and for any other reason whatsoever, without any further notice to the participants and the participants shall not claim ownership or any payment or compensation on the materials. For the avoidance of doubt, the submissions will not be edited for judging purposes.
2	The Organiser reserves the right to modify, suspend or cancel this Contest in the event that it becomes not capable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Organiser, despite the best efforts of the Organiser.
3	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, the operation of this Contest or to be in violation of the Conditions of Access of the NESTLÉ Malaysia corporate website or Nestlé DRUMSTICK Malaysia Facebook page. The Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to this online Contest, the Contest submission process and/or the NESTLÉ Malaysia corporate website or Nestlé DRUMSTICK Malaysia Facebook page.
<b>Other Terms and Conditions</b>	
1	All entries submitted must be original and shall not breach any intellectual property rights belonging to any party. The participants shall not pose, distribute, reproduce or submit in any way whatsoever, any materials containing any other party's intellectual property rights, including but not limited to copyrights, or other proprietary information owned by another party without obtaining the prior written consent of the owner of such intellectual property rights or proprietary information. If you believe that your work has been copied and posted in a way that constitutes an intellectual property infringement, please contact the Organiser.
2	The Organiser, in its sole discretion, reserves the right to modify this Rules and Regulations without any prior notice, if required for the smooth running of the Contest.
3	This Rules & Regulations is prepared in English and Bahasa Malaysia. In the event of conflict, the English Rules & Regulations will take precedent.
4	The Judges' decisions are final and no correspondence thereon will be entertained.
5	By participating in this Contest, participants agree to be bound by these Contest Rules and Regulations, and the decisions of the Organiser.
<b>Privacy Notice</b>	
1	By participating in the NESTLÉ DRUMSTICK® INI BARU "AWESOME!" CONTEST, you consent for Nestlé Products Sdn. Bhd. 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 your personal information provided in the online entry form for purposes of the NESTLÉ DRUMSTICK® INI BARU "AWESOME!" CONTEST. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation

	for advertising and publicity purposes.
2	The Organiser may also use your 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 your option on the form if you agree to the use of your personal information for this purpose.
3	In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
4	In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you 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 your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our 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 your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our 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, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us. All your written requests or queries should be addressed to: <ul style="list-style-type: none"> <li>• Address: Nestlé Products Sdn. Bhd., 22-1, 22nd Floor, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara 47810, Petaling Jaya, Selangor.</li> </ul> Or <ul style="list-style-type: none"> <li>• Web Form : <a href="https://www.nestle.com.my/contactus">https://www.nestle.com.my/contactus</a></li> </ul> Or <ul style="list-style-type: none"> <li>• Call us : 1-800-88-3433</li> </ul>
8	Please note the Organiser requires your personal information in order to process your participation in the NESTLÉ DRUMSTICK® INI BARU “AWESOME!” CONTEST, without which we will not be able to process your application.
9	For a more detailed description of our privacy practices, please refer to our Privacy Policy at <a href="http://www.nestle.com.my/info/privacy_policy">http://www.nestle.com.my/info/privacy_policy</a> . We reserve the right to update and amend this privacy notice or our privacy policy from time to time.