

<b>Contest Rules and Regulations</b>	
<b>Organiser and Eligibility</b>	
1	The NESTLÉ MILO FAIR EXCLUSIVE AT TESCO CONTEST ["Contest"] is organised by Nestlé Products Sdn. Bhd. [45229-H] ["the Organiser"] and is open to all legal residents of Malaysia aged 18 years and above as of 02/03/2017 [each a "Participant" and collectively, the "Participants"]. The Organiser reserves the right to request for identification document as proof and for purposes of verifying the identity of a Participant.
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 reserve 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.

<b>Duration</b>	
1	The Contest will run from 02/03/2017 to 29/03/2017 ["the Contest Period"]. The Organiser shall reserve 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 will be automatically disqualified.

<b>Qualifying Criteria and Submission of Entries Via Contest Drop Box</b>	
1	To participate in the Contest, Participants must purchase a minimum of Ringgit Malaysia Thirty Eight [RM38] of any participating NESTLÉ MILO products, in a single printed receipt from any participating TESCO outlets during the Contest Period. The proof of purchase which is the original TESCO single printed receipt ["POP"] must contain the NESTLÉ MILO participating products purchased, the purchase amount, the outlet name, the receipt number and the date of purchase clearly stated on the printed receipt ["POP Details"].
2	Each Participant must write down his/her full name, identification number, contact or mobile number and circle the NESTLÉ MILO products purchased on the POP ["Required Details"]. Submit the POP by dropping into the Contest Drop Boxes that are provided at the TESCO outlet visited ["Entry"].
3	Participants may submit as many Entries as they wish but each POP is eligible for one [1] Entry only. The Organiser shall have the right to disqualify and/or reject Entries where:
[a]	the POP submitted is a duplicate, incorrect, unclear, torn or damaged; and/or
[b]	the POP Details and Required Details are not provided, incomplete, illegible, unclear and/or inaccurate.
4	Each Participant is identified by the Required Details submitted in the Entry.

<b>Prizes &amp; Winners Selection Process</b>	
1	During the Contest Period, the Organiser will give away two hundred [200] set of Prizes for each participating TESCO outlet.
2	As part of the winners selection process, for each participating TESCO outlet, the Organiser will allocate one [1] serial number for each Entry received and approved by the Organiser to be a successful Entry [each a "Qualified Entry" and collectively the "Qualified Entries"]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".
3	The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ["Total Qualified Entries"]. Assuming that the Total Qualified Entries throughout the Contest Period is <b>1889</b> , the Organiser will compute and shortlist participants to win the prizes based on the following:
[a]	<p><b>Shortlisting of two hundred [200] Prize Winners:</b></p> <p><math>8889 \div 200 = 44.44</math></p> <p>Since dividing 8889 with 200 will result in a number with decimal value, the number 44.44 will be rounded down to 44. The following 200 Participants with Qualified Entries bearing the following serial numbers will be shortlisted to win the Prizes: 44*, 88*, 132*, 176, 220, 264 and so forth.</p> <p>[*computation example: <b>44</b>, <math>44+44=88</math>, <math>88+44=132</math>].</p>

4	The Organiser will contact all shortlisted Participants via the contact/mobile numbers provided in the Qualified Entries received. 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.
5	To win the Prizes, the shortlisted Participants must answer the question posted by the Organiser correctly. 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 Participant holding the Qualified Entry bearing the serial number subsequent to the disqualified Participant shall be the next shortlisted Participant to win the Prize.
6	The Prize Winners will each win a set of Prize consisting of three [3] designs of Limited Edition MILO Vans.
7	Each Participant is entitled to only win one [1] <u>set</u> of Prize throughout the entire Contest Period.

#### **Liability and Responsibility**

1	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 and/or during the redemption of prizes are not replaceable and the Organiser disclaims any and all liabilities arising therefrom and the obligations to replace the lost and/or damaged prizes. All Prizes must be claimed from the Organiser within the stipulated time given by the Organiser. All unclaimed Prizes will be forfeited.
2	The Winners list will be announced in the Organiser's website <a href="http://www.nestle.com.my">at {www.nestle.com.my}</a> .
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 Event, 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 is also not responsible 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.

#### **Rights of the Organiser**

1	The Organiser shall reserve 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 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 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, 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 Redemptions, 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 Redemption. 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.

<b>Privacy Notice</b>	
1.	By participating in the Contest, you consent 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 Entries for purposes of the 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 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 your personal information in order to process your participation in the 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.

<b>Terms and Conditions</b>	
1	Pictures of Prizes shown on the Contest entry form are for illustration purposes only and may differ from the actual item. Price shown is correct at the time of printing.
2	The Contest Rules and Regulations are prepared in several languages. In the event of inconsistencies between any versions of the Contest Rules and Regulations, the English version shown on the Organiser's website shall prevail.
3	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.
4	By participating in the Contest, Participants agree to be bound by the Contest Rules and Regulations, and the decisions of the Organiser.