

Contest Terms & Conditions

Organiser & Eligibility

1. The *Peraduan Nestlé Yogurt Set Asli Masak & Menang* ["Contest"] is organised by Nestlé Products Sdn. Bhd. [45229-H] ["the Organiser"] and is open to all Malaysian residents aged 18 years and above as of 01/04/2017.
2. The following group of persons shall not be eligible to participate in the Contest:
 - a. Employees of the Organiser [including its affiliated and related companies] and their immediate family members [children, parents, brothers and sisters, including spouses]; and/or
 - b. Representatives, employees, servants and/or agents of advertising and/or contest service providers of the Organiser [including its affiliated and related companies], and their immediate family members [children, parents, brothers and sisters, including spouses].

Duration

1. This submission period for this Contest will be from 1/04/2017 at "00:00:01" to 15/05/2017 at "23:59:59" ["Submission Period"]. The Organiser shall reserve the right to amend the Submission Period at any time without prior notice. All submissions received after the Submission Period will be null and void without further notice.

Submission & Qualifying Criteria

1. To enter this Contest, participants must satisfy the following criteria:
 - Purchase one [1] x Nestlé Natural Set Yogurt 470g during the Contest Submission Period. The proof of purchase ["POP"] in the form of an original receipt in respect of the Nestlé Natural Set Yogurt 470g dated within the Contest Submission Period shall serve as the entry ticket for participation in the Contest. For each one [1] Nestlé Natural Set Yogurt 470gm purchased, the participant is entitled to submit one [1] Contest entry. For example, a participant is allowed to submit two [2] Contest entries with the purchase of two [2] Nestlé Natural Set Yogurt on one [1] receipt. Each participant is allowed to submit more than one [1] Contest entry but each entry must be submitted together with the POP.
 - Participants can submit their Contest entries via:
 - i. Normal Post
 - The Contest entries submitted must contain the following:
 - i) a completed form ("Contest Entry Form") with the required details which can be obtained from all supermarkets, hypermarkets and general trade outlets or downloadable from our website:
www.dearnestle.com.my/contest/masakdanmenang2017
 - ii) the required POP; and
 - iii) a copy of your recipe created following the guidelines as set out in the "Recipe Guidelines" section of the Contest Entry Form.

- The Organiser shall have the right to disqualify and/or reject entries where:
 - i) the POP submitted is a duplicate, incorrect, unclear, torn, damaged;
 - ii) the required details in the Contest Entry Form are not provided, incomplete, illegible, unclear, inaccurate; and/or
 - iii) the recipes submitted do not follow the guidelines as set out in the 'Recipe Guidelines' section of the Contest Entry Form and/or the recipes submitted are not original, have been submitted previously, published, won in another contest and/or used previously for advertising or promotional purposes.
 - All Contest Entry Forms, recipes and with the POPs must be sent to the address as stated on the entry form via **normal post**. Entries received via dispatch, courier service, by hand, Pos Laju and/or by any other method of delivery other than normal post will be disqualified automatically. Participants must ensure that every envelope is affixed with sufficient postage stamps. The Organiser will not be responsible for any non-receipt of postal deliveries due to insufficient postage or incorrect address. Proof of postage of an entry form shall NOT constitute proof of receipt by the Organiser.
- ii. Web Submission
- The Contest entries submitted must contain the following:
 - i) a completed web Contest Entry Form with the required details which can be obtained from our website www.dearnestle.com.my/contest/masakdanmenang2017
 - ii) a scanned picture of the required POP; and
 - iii) a copy of your recipe created following the guidelines as set out in the "Recipe Guidelines" on the Contest website.
 - The Organiser shall have the right to disqualify and/or reject entries where:
 - i) the scanned picture of the POP submitted is a duplicate, incorrect, unclear, torn, damaged;
 - ii) the required details in the Contest entry form are not provided, incomplete, illegible, unclear, inaccurate; and/or
 - iii) the recipes submitted do not follow the guidelines as set out in the 'Recipe Guidelines' section of the Contest Entry Form and/or the recipes submitted are not original, have been submitted previously, published, won in another contest and/or used for advertising or promotional purposes.
 - The Organiser reserves the right to request for the original POP for verification purposes. Participants must keep the original POP submitted via the web submission for participation in the Contest and for purposes of verification and redemption of prizes, if any. Failure to produce the original POP will result in disqualification and forfeiture of any prize won.
 - 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.

Prizes

1. There are one [1] Grand Prize, one [1] 1st Prize, one [1] 2nd Prize, one [1] 3rd Prize and two [2] Consolation Prizes to be won. The prizes are:

Category	Prize
Grand Prize x 1 winner	RM20,000 cash + winning recipe will be featured on the Nestlé website
2 nd Prize x 1 winner	RM10,000 cash
3 rd Prize x 1 winner	RM5,000 cash
Consolation Prize x 2 winners	RM2,5000 cash each

2. Finale Challenge

Shortlisted participants are required to attend a finale cooking challenge [“Finale Challenge”] on a date and venue in Klang Valley to be determined by the Organiser where the participants are required to cook a dish in accordance with the recipe guidelines that will be announced on the day of the Finale Challenge. The terms and conditions of the Finale Challenge will be given to the participants involved on the day of the Finale Challenge.

- a. Only participants with names and personal details provided in the Contest Entry Form are eligible to enter the Finale Challenge. The participants must attend the Finale Challenge in person and cannot authorise or elect a representative to attend on their behalf. All selected participants will be contacted via the phone number as provided on the Contest Entry Form and the participants will be briefed on further details of the Finale Challenge.
- b. If any of the participants cannot be successfully contacted after three [3] attempts, decline or fail to attend the Finale Challenge, the participant will be disqualified and the next shortlisted participant may be selected to take the place of the disqualified participant.
- c. Upon completion of the Finale Challenge, the panel of judges will mark the dishes prepared by the participants based on the following aspects: taste, creativity of the recipe, the presentation of the dish, the usage of Nestlé Natural Set Yogurt as a replacement for high-fat ingredient(s) and balanced meal concept (carbohydrates, proteins and veggies) and the right portion size. The participant with the highest score will win the Grand Prize, the second highest scoring participant will win the 1st Prize and third highest scoring participant will win the 2nd Prize and so on and so forth.
- d. In the event of a tie, a judges’ vote will be conducted and the participant with the highest number of votes will be deemed the winner of the bigger prize.

3. All prizes must be claimed within three [3] months from the date of announcement of winners. All unclaimed prizes will be forfeited.
4. All participants who submitted entries via web submission must present the original POP and a copy of a valid identification document to the Organisers in order to claim their prizes.
5. The Organiser shall reserve the right at its absolute discretion to substitute the prize with that of similar value, at any time without prior notice. The prize is non-transferable and all prizes are given on an “as is” basis and are not exchangeable for credit, and other items or voucher in part or in full.
6. All participants must abide by the terms and conditions of the party[ies] arranging and/or providing for the prize and the terms and conditions attached to the prize if any.

Liability & Responsibility

1. Participants and 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 prize and agree to release and hold the Organiser free and harmless of any liability.
2. All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses that are incurred to participate in the Contest, to attend the Finale Challenge and to redeem the prize is the sole responsibility of the winner.

Rights of the Organiser

1. The Organiser reserves the absolute right to use the names and/or photographs of the winners, the submitted recipes and their prizes as materials for the purposes of advertising, trade and/or publicity, without any prior notice to the winners and the winners shall not be entitled to claim ownership and/or other forms of compensation on the materials.
2. 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.
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 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.

Privacy Notice

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 entry form 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 http://www.nestle.com.my/info/privacy_policy.
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 http://www.nestle.com.my/info/privacy_policy.
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: <https://www.nestle.com.my/contactus> . 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 http://www.nestle.com.my/info/privacy_policy . We reserve the right to update and amend this privacy notice or our privacy policy from time to time.

Terms & Conditions

1. The Organiser's and judges' decisions are final and no correspondence or appeals thereon will be entertained.
2. By entering this Contest, the contestants agree to be bound by the Terms & Conditions of the contest and the decisions of the Organisers and judges.
3. The Organiser reserves the right to amend any part of the Contest Terms and Conditions from time to time. Please refer to www.dearnestle.com.my/contest/masakdanmenang2017 for further information.
4. The Contest Terms and Conditions are prepared in several languages. Should there be discrepancies between any versions of the published Contest Terms and Conditions, the

English version of the Contest Terms and Conditions published on www.dearnestle.com.my/contest/masakdanmenang2017 shall prevail.