

Contest Rules & Regulations

Organiser & Eligibility

- 1 This MILO® ENERGISE TO THE MAX CHALLENGE™ ["Contest"] is organised by Nestlé Products Sdn. Bhd. [45229-H] ["the Organiser"] and is open to all Malaysian residents older than 12 years of age as of 01/04/2009.
- 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 [children, parents, brothers and sisters, including spouses]; and/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 [children, parents, brothers and sisters, including spouses].

Duration

- 1 The Contest will run from 01/04/2009 to 12/05/2009 ["the Contest Period"]. The Organiser shall reserve the right to amend the Contest Period at any time. All entries received outside the Contest Period will be disqualified.

Submission of Entries & Qualifying Criteria

- 1 For every can of MILO® GRAB 'N GO™ Original, Hi-Cal or Mocha purchased, you are entitled to enter this Contest.
- 2 The proof of purchase for the Contest is 3 [three] crushed cans of MILO® GRAB 'N GO™ Original, Hi-Cal or Mocha ["Proof of Purchase"]. For each Proof of Purchase collected you are eligible to submit 1 [one] website entry.
- 3 To enter, just log on to www.milo.com.my/energise and participate in the pre-qualifier game, answer 2 [two] objective questions, register as a MILO® web-site member and complete the required details. For existing MILO® web-site members and for subsequent entries, with the required Proof of Purchase, login with your MILO® web-site member login to participate in the contest. Each registered MILO® web-site member is limited to 3 [three] website entry submissions per day.
- 4 Each entry submitted must have 1 [one] Proof of Purchase and must complete the entire steps of the Contest to qualify. Incomplete, incorrect entries and entries with wrong answer[s] will be disqualified.
- 5 Each qualified entry received during the Contest Period will be serialized according to the time of receipt.
- 6 Participants MUST keep the Proof of Purchase for each entry send for winners' verification and prize redemption after the results announcement.

Prizes

- 1 The prizes for this Contest are divided into 3 [three] categories.
- 2 Category 1: 12 [Twelve] Weekly Prizes X 6 [six] weeks:
 - [a] There are a total of 12 [twelve] Weekly Prizes to be won for 6 [six] weeks during the Contest Period.
 - [i] The total serial numbers allocated each week during the Contest Period will be divided by 12 [twelve] to derive the winning serial numbers for the Weekly Prizes. The winning serial numbers will be the closest, lower whole number that results after the stated division.
For example:
If the total serial numbers allocated is 3,865 entries, then the total will be divided by 12 [twelve] to derive the winning serial numbers for the Weekly Prizes. The winners will be entries with serial number 322nd as the first winning serial number, the 644th as the second winning serial number and so forth.
 - [ii] The winners for the week will each win one [1] Weekly Prize of a choice of either a Mobile Prepaid To Up Voucher or a iTalk card worth RM30 [Ringgit Malaysia thirty].
 - [b] Each participant can win a maximum of only 2 [two] Weekly Prizes throughout the entire Contest Period.
- 3 Category 2: Main Prizes:
 - [a] There are a total of 8 [eight] Grand Prizes and 20 [twenty] Consolation Prizes to be won.
 - [i] The total serial numbers allocated during the Contest Period will be:

- divided by 8 [eight] to derive the winning serial numbers for the Grand Prizes;
- divided by 20 [twenty] to derive the winning serial numbers for the Consolation Prizes.

The winning serial numbers will be the closest, lower whole number that results after the stated division.

For example:

If the total serial numbers allocated during the Contest Period is 23,190 entries, then the total will be divided by 8 [eight] to derive the winning serial numbers for the Grand Prizes. The winners of the Grand Prizes will be entries with serial number 2,898th as the first winning serial number, the 5,796th as the second winning serial number and so forth.

- [ii] The 8 [eight] Grand Prize winners will win a NOKIA 5800 Xpress Music worth RM1,499 [Ringgit Malaysia: one thousand four hundred and ninety nine] each.
- [iii] The 20 [twenty] Consolation Prize winners will win RM300 [Ringgit Malaysia: three hundred] cash each.

- [b] Each participant can win 1 [one] Main Prize only. In the event a winner wins 2 [two] or more prizes with different values, the winner will automatically win the prize of the higher value. The lower valued prize will be won by the participant with the following higher serial number.

4 Category 3: Special Bonus Prizes:

- [a] There are a total of 3 [three] Special Bonus Prizes to be won.

- [i] The top 3 [three] qualified earliest entries with the highest scores for the pre-qualifier game wins the Special Bonus Prizes.
- [ii] The 3 [three] Special Bonus Prize winners will win AND1 exclusive merchandise worth RM500 [Ringgit Malaysia: five hundred] each.

- [b] Each participant can win 1 [one] Special Bonus Prize only.

5 Prizes Redemption:

- [a] All winners will be notified of their winning entry submitted and prizes won. To verify and redeem the Weekly Prize and/or Main Prize and/or Special Bonus Prize all winners MUST submit within 7 [seven] working days of the notification the original Proof of Purchase[s], via registered mail or courier to the address that will be provided to the winner. Incomplete and/or defective Proof of Purchase[s] and/or failure to furnish the correct Proof of Purchase[s] or any of the required details will result in disqualification. Proof of postage shall not constitute proof of receipt by the Organiser.

- [b] Upon verification and confirmation of valid Proof of Purchase[s] from the winners, the prizes will be sent to the winners within 6-8 weeks. All winners with unverifiable and/or incomplete quantity of Proof of Purchases will be disqualified and the prizes will be forfeited.

- 5 Winners will be notified via SMS or called on their contact number provided. The Organiser will not be held liable in the event the winner[s] cannot be contacted for whatever reasons. All prizes must be claimed within 3 [three] 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]. The Winners list will also be announced in the Organiser's website www.milo.com.my/energise.

- 6 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.

- 7 All winners must abide by the terms and conditions of the party[ies] arranging and/or providing for the prizes and the terms and conditions attached to the prizes, if any.

Liability & Responsibility

- 1 Winners 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.
- 2 All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses that are incurred to participate in this Contest and to redeem the prize is the sole responsibility of the winner.
- 3 The Organiser is also 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 any

telephone 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.

- 4 The web-site www.milo.com.my/energise is provided on an "as is" basis and, except as otherwise prohibited by applicable law, the Organiser expressly disclaim any warranty of any kind, including, but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. The Organiser cannot guarantee and do not promise any specific results from use of www.milo.com.my/energise. No advice or information, whether oral or written, obtained by you from us, or from or through www.milo.com.my/energise shall create any warranty not expressly stated herein.

Rights of the Organiser

- 1 The Organiser shall reserve the right to use the names and/or photographs of the winners 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 or other forms of compensation on the materials.
- 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 web-site. The Organiser reserves the right to terminate the website member account of any person who it reasonably suspects has violated or infringed any of these general terms and conditions and 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 or the web-site.

Terms & Conditions

- 1 This Contest Rules & Regulations are prepared in both English and Bahasa Malaysia. In the event of inconsistencies between both versions of the Contest Rules & Regulations, the English version shall prevail.
- 2 The Judges' decisions are final and no correspondence thereon will be entertained.
- 3 By participating in this Contest, participants agree to be bound by this Contest Rules & Regulations, and the decisions of the Organiser.