

CONTEST RULES & REGULATIONS

ORGANISER & ELIGIBILITY

- 1) This NESCAFE® CHILL LAH PLEX CONTEST™ is organised by Nestlé Products Sdn. Bhd. [45229-H] [“the Organiser”] and is open to all Malaysians aged 18 years old and above as of 15th June 2009.
- 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 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 15th June, 2009 to 23rd November, 2009 [“The Contest Period”]. The Organiser reserves the right to amend the Contest Period at any time. All entries received outside the above mentioned Contest Period or the timeline as detailed herein will be automatically disqualified.

SUBMISSION OF ENTRIES AND QUALIFYING CRITERIA

- 1) To participate in this Contest, the participants must be registered as a member of the www.nescafe.com.my website [“Website”]. Registration is via the said Website.
- 2) For existing Website members and for subsequent entries, login with your Website login details to participate in the Contest.
- 3) Each participant may only have One [1] website member account. Please refer to the privacy policy and the terms and conditions of the website, which will bind the members and users of the website.
- 4) Registration is only open to Malaysian residents with a valid NRIC and email-address.
- 5) No proof of purchase is required for participation in this Contest. Each participant is entitled to submit more than One [1] entry.
- 6) There are Three [3] stages to this Contest, as follows :

Stage 1 – Submission of Movie Scripts

- i. Submission of entries for Stage 1 of this Contest must be done via the NESCAFE® CHILL LAH PLEX CONTEST™ Website at www.nescafe.com.my.
- ii. Entries for the movie scripts must be written in either English, Bahasa Malaysia or Mandarin only. Each movie script should include a minimum of One [1] scene to a maximum of Six [6] scenes, with a maximum of One Hundred [100] words for each scene. All submitted movie scripts **MUST** feature any/all of the NESCAFE® coffee canned drinks with the dialogues from the cans to be in the form of **HOMONYMS**. [Homonyms are two words that sound alike but have different meanings and that can be spelled the same or differently [e.g. trunk (meaning: part of an elephant) and trunk (meaning: a storage chest) or days (meaning: more than one day) and daze (meaning: to bewilder)].
- iii. The movie scripts must have a theme, to be chosen from either One [1] of the following, “ROMANCE, HORROR, COMEDY OR ACTION”.
- iv. Each entry received during the Contest period will be serialized according to the time of receipt (dd/mm/yy and hh/mm/ss).
- v. All movie script submissions for Stage 1 must be received by the Organiser via the Website by 23:59:59, 9th August 2009. Submissions of movie scripts after this date and incomplete submissions will be automatically disqualified.
- vi. The panel of judges will select 100 movie script entries to qualify to Stage 2 [“Selected 100”] of the Contest. The judging criteria of the movie scripts will be based on completeness, creativity, originality and relevancy to the Contest.
- vii. Only the participants of the Selected 100 will be notified via email and/or telephone and will then be given details for Stage 2 of the Contest. The Organiser will not be held responsible should there be any error, delay or defect in notification via the email and/or telephone to the participants of the Selected 100. Please refer to the Liability & Responsibility section in this Website which will bind the members and users of this Website.

Stage 2 – Voting for Selected 100 movies scripts

- i. For Stage 2, the Selected 100 movie script entries will be published at the NESCAFE® CHILL LAH PLEX CONTEST™ Website at www.nescafe.com.my, for public feedback, comments, viewing and voting for a period of Five [5] weeks starting from 00:00:01, 3rd September 2009 and ending 23:59:59, 7th October 2009 [“Stage 2 Voting Period”]. The participants of the Selected 100 are permitted to answer the questions posted by the public, however the answers will not be taken into consideration or carry any merit on the judging criteria.
- ii. In order to vote, the voters must also be registered as a Website member.
- iii. During the Stage 2 Voting Period, Website members are allowed to cast only One [1] vote per day for any one of the Selected 100, at the NESCAFE® CHILL LAH PLEX CONTEST™ Website at www.nescafe.com.my. Only votes received during the Stage 2 Voting Period will be considered as valid votes.

- iv. Based on the votes by members, Twenty [20] of the Selected 100 with the highest number of votes will qualify for the final stage, Stage 3 [“the Finalists”].
- v. The Finalists will be notified via email and/or telephone. The Organiser will not be held responsible should there be any error, delay or defect in notification via the email and/or telephone to the Finalists. Please refer to the Liability & Responsibility section in this Website which will bind the members and users of this Website.

Stage 3 – Submission of Video Clips

- i. For Stage 3, the Finalists are required to submit a video clip with a maximum duration of Three [3] minutes and the video clip must consist of the original movie script from Stage 2. No changes to the movie scripts are allowed.
- ii. The video clip is to be delivered in a compact disc [“CD”] or a digital video disc [“DVD”] rom to NESCAFE® CHILL LAH PLEX CONTEST™, c/o MediaConcise Sdn. Bhd., L-5-10, No 2, Jalan Solaris, Solaris Mont Kiara, 50480, Kuala Lumpur. The final submission deadline for the video clip is 18:00:00, 2nd November 2009.
- iii. Submissions received after the deadline or video clips with amended movie scripts will be automatically disqualified.
- iv. The video clips will be posted on NESCAFE® CHILL LAH PLEX CONTEST™ Website, at www.nescafe.com.my for online voting, starting from 00:00:01, 9th November 2009 and ending 23:59:59, 23rd November 2009 [“Stage 3 Voting Period”].
- v. During the Stage 3 Voting Period, Website members are allowed to cast One [1] vote per day for any one of the Finalists, at NESCAFE® CHILL LAH PLEX CONTEST™ Website, at www.nescafe.com.my. Only votes received during the Stage 3 Voting Period will be considered as valid votes.
- vi. The voting members will constitute 50% of the total votes while the remaining 50% will be based on the judging by the selected panel of judges. The judging criteria of submitted video clips will be based on completeness, creativity, originality and relevancy to the Contest.
- vii. Based on the votes by members and judges, Ten [10] Grand Prize Winners will be selected from the Twenty [20] Finalists.
- viii. The Grand Prize Winners will be notified via email and/or telephone. The Organiser will not be held responsible should there be any error, delay or defect in notification via the email and/or telephone to the Winners. Please refer to the Liability & Responsibility section in this Website which will bind the members and users of this Website.

Refer Friends Incentive Category

- i. There is also a Refer Friends Incentive Category that encourages participants to invite as many friends through the Website [“Viral Email”]. Once the participant’s friends have received the Viral Email, they must OPEN, READ and

- CLICK on the URL in the viral email AND REGISTER as a Website member. One [1] point will be awarded to the referrer for each new Website registrant.
- ii. The URL in the viral email [e-blast] can only be clicked Once [1] and will be counted as an entry as per their email addresses. Should the friends receive the Viral Email the second time, the second click will NOT be counted as an entry.
 - iii. Only the top Five [5] referrers with the highest points will qualify for the Refer Friends Incentive Prizes.

Voters' Incentive Category

- i. As for the voters there is a Voters' Incentive Category to encourage participation from Website members and rewards registered voters for their interest in the Contest.
- ii. All Website members are eligible to vote and in order to win the Voters' Incentive Category the Website members have to vote for their favourite movie script in Stage 2 and/or video clip in Stage 3 and complete the slogan - "I voted for this participant because..." in not more than 25 words.
- iii. All voters are only permitted to cast one vote a day during the Voting Periods throughout the Contest Period
- iv. Only voters who voted for the Top Twenty [20] Finalists and the Ten [10] Grand Prize Winners will qualify for the Voters' Incentive Prize. From this qualified Voters list, only the Twenty [20] best slogans for Stage 2 and Ten [10] best slogans for Stage 3 of the Contest will win the Incentive Prize.
- v. The judging of the submitted slogans will be based on completeness, creativity, originality and relevancy of the slogans.
- vi. The winners for all Categories will be announced on 7th December 2009 at NESCAFE® CHILL LAH PLEX CONTEST™ Website at www.nescafe.com.my.

PRIZES

The Prizes for this Contest consist of TWO [2] categories:

A. Participants Category

[a] Stage 2 Finalists

The top Twenty [20] Finalists who submit their video clips with the original movie scripts submitted will be entitled to a reward prize of Ringgit Malaysia Two Thousand [RM 2, 000.00] each.

[b] Stage 3 Grand Prize Winners

Ten [10] winners will be selected from the Finalists of Stage 3 based on the highest votes received. The prizes for the Stage 3 winners are as follows:

1. The Finalist with the highest number of votes will be the First Prize winner and will receive Ringgit Malaysia Ten Thousand [RM 10, 000.00].
2. The Finalist with the second highest number of votes will be the Second Prize Winner and will receive Ringgit Malaysia Eight Thousand [RM 8, 000.00].
3. The Finalist with the third highest number of votes will be the Third Prize winner and will receive Ringgit Malaysia Five Thousand [RM 5, 000.00].
4. The remaining Seven [7] finalists from the Ten [10] Grand Prize winners will receive a consolation prize of Ringgit Malaysia Two Hundred [RM 200.00] each.

| [c] Refer Friends Incentive Category Winners

| Top Five [5] referrers selected based on the most Viral Email sent to friends who OPEN, READ and CLICK on the URL in the viral email and REGISTER as a Website member will each receive an Ipod Shuffle worth Ringgit Malaysia Three Hundred and Nine [RM 309.00] each. Price is correct at time of printing.

B. Voters Incentive Category

The Voters' Incentive Prize consists of Twenty [20] prizes for Stage 2 of the Contest and Ten [10] prizes for Stage 3 of the Contest.

[a] Stage 2: Twenty [20] Best Slogan Winners

Twenty [20] Best Slogan Winners will each receive Four [4] movie tickets worth Ringgit Malaysia Ten [RM10.00] each.

[b] Stage 3: Ten [10] Best Slogan Winners

Ten [10] Best Slogan Winners will each receive Four [4] movie tickets worth Ringgit Malaysia Ten [RM 10.00] each.

- 1) Winners' names will be announced on the Website and will be notified via Email and/or Telephone through their contact details provided to the Organiser when they register as a Website member. The Organiser will not be held liable in the event which the winner[s] cannot be contacted for whatever reasons.
- 2) The cash prizes will be paid in the form of a cheque and will be delivered to the winners at the addresses provided at the point of registration as a Website member.

All cost of delivery will be borne by the Organiser. The Organiser will not be held liable in the event of non-receipt, delayed delivery or the winner does not cash the cheque. All prizes must be claimed within Three [3] months from the date of notification. All unclaimed prizes will be forfeited. The Winners list will also be announced on the Organiser's website at www.nescafe.com.my.

3) 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 usage of the prize[s].

LIABILITY & RESPONSIBILITY

1. By participating in this Contest, the participants agree to release and hold the Organiser free and harmless of any all losses, damages, rights, claims and actions of any kind in connection with the participation in this Contest or resulting from acceptance, possession, or use of any prize, including, without limitation, mishap, personal injuries, accidents [including death], and property damage, and claims based on publicity rights, defamation or invasion of privacy.
2. All personal costs and/or any other costs, fees and/or related expenses that are incurred to participate in this Contest are the sole responsibility of the participants and the winners.

RIGHTS OF THE ORGANISER

1. By submitting your materials 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 all messages, scripts and videos submitted by all the participants, publish the names, scripts and videos 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.

OTHER TERMS & CONDITIONS

1. All Titles, Slogans, Movie Scripts and Video Clips 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 scripts and videos containing any 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 on in a way that constitutes an intellectual property infringement, please contact the Organiser.

2. The Judges' decisions are final and no correspondence thereon will be entertained.
3. The Organiser, in its sole discretion, reserves the right to modify this Rules & Regulations without any prior notice.
4. By participating in this Contest, participants agree to be bound by the decisions of the Organisers and to the Contest Rules & Regulations.

TECHNICAL REQUIREMENTS

All Videos to be submitted/loaded on the Website must comply with the following specifications:

- Minimum video resolution : 320 X 240 pixels
 - Maximum video resolution: 640 x 480 pixels
 - Maximum video length: 3 min
 - Format allowed: MPEG, AVI, WMV, QUICKTIME and 3GP
1. 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.
 2. Participants also agree that the Organiser is not responsible nor liable for any delay, injury or damage to the participant's and/or any third party's computer, computer system or apparatus relating to or resulting from the access to, participation in this Contest, including the playing, downloading of any materials or information from the web-site and in connection with this Contest, submission/uploading of the photographs for this Contest, including without limitation any server failure, lost, delayed or corrupted data or other malfunction.
 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, unauthorised access to, or alteration of, user or member communications, or any problems or technical malfunction of any telecommunication network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail on account of technical problems or traffic congestion on the Internet and/or telecommunication networks.
 4. The Organiser reserves the right to modify, suspend or cancel this Contest in the event that it becomes incapable 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.
 5. The web-site 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 does not promise any specific results from use of www.nescafe.com.my. No advice or information, whether oral or

written, obtained by you from us, or through www.nescafe.com.my shall create any warranty not expressly stated herein.

6. 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 website. 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.

PROHIBITED CONTENT

1. Below is a partial list of content that is illegal or prohibited to be posted on the Website. Posting of any of this content by the participant may, in the Organiser's sole discretion, result in termination of membership in addition to the disqualification of participation. In addition, the Organiser reserves the right to investigate and take appropriate legal action, in its sole discretion, against anyone who violates this provision, including without limitation, removing the offending communication from the Website and reporting such violators to the appropriate legal authorities. Prohibited content includes, but is not limited to, contents which, in the Organiser's sole judgment:
 - is offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - harasses or advocates harassment of another person;
 - involves the transmission of "junk mail," "chain letters," "spam," or any other unsolicited mass mailing, e-mailing, or other communication;
 - includes any information that [1] the participant knows is false or misleading, [2] promotes illegal activities or conduct that is abusive, or [3] is threatening, obscene, defamatory, or libelous;
 - constitutes or includes any illegal or unauthorised copy of another person's copyrighted or copyrightable work, including, but not limited to, [1] pirated computer programs or links to them, [2] information which circumvents manufacturer-installed copy-protect devices, [3] pirated music or links to pirated music files;
 - displays obscene, pornographic or sexually explicit material of any kind;
 - includes material that exploits people in a sexual or violent manner;
 - provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.