

Contest Rules & Regulations

Organiser & Eligibility

- 1 This MILO FUZE® JAM-PACKED™ Contest [“the Contest”] is organised by Nestlé Products Sdn. Bhd. [45229-H] [“the Organiser”] and is open to all Malaysian residents 18 years old and above as of 29/12/2009.
- 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 30/12/2009 at “00:00:01” to 13/04/2010 at “23:59:59” [“the Contest Period”]. The Organiser reserves the right to revise the Contest Period at any time, if required. All entries received outside the Contest Period will be disqualified.

Submission of Entries & Qualifying Criteria

- 1 There are two [2] Categories in this Contest.
- 2 To participate in this Contest, participants must be registered as a MILO® Website member via the www.milo.com.my/fuze website [“MILO® Website”] for Category 1 or log on to MILO FUZE® JAM-PACKED™ Facebook Application at <http://apps.facebook.com/milofuze> [“Facebook Apps”] and register as a MILO® Website member for Category 2. Please refer to the MILO Website and Facebook Apps privacy policy and the terms and conditions which will bind the members and users of the MILO® Website and the Facebook Apps.
- 3 Each participant may only have one [1] MILO® Website member account. Registration is only open to Malaysian residents with a valid NRIC and email address.
- 4 No proof of purchase is required to enter this Contest.
- 5 In order to participate in this Contest, each entry submitted must complete all the steps in the Contest. Any incomplete or incorrect entries will be automatically disqualified.
- 6 Each participant may submit more than one [1] entry but each entry must fulfill all the entry requirements as stated.
- 7 **Category 1: MILO FUZE® JAM-PACKED™ Facebook Game**
- 8 Participants for Category 1 must add the MILO FUZE® JAM-PACKED™ Facebook Apps to their Facebook members’ profile to participate in the Contest.
- 9 To enter this Contest, just log on to Facebook Apps and participate in the Contest by

- playing the MILO FUZE® JAM-PACKED™ game [“the Game”]. Participants must read and follow the Games’ instructions on the Facebook Apps, submit their scores and answer one [1] true or false question pertaining to MILO FUZE® products and complete the required details such as name, valid NRIC, mobile number and e-mail address.
- 10 The participant with the highest score [“Highest Scorer”] for Category 1 at the end of the Contest Period will be selected as the winner.
- 11 Each qualified entry received for Category 1 during the Contest Period will be serialized according to the time and date of receipt (yy/mm/dd/hh/mm/ss/). In the event there is more than one [1] entry with similar scores from different participants, time of receipt will be used to determine qualification of the participant who first submitted an entry which will be treated as a valid entry.
- 12 Each qualified entry for Category 1 must be received by the Organiser by “23:59:59”, 13/04/2010. Submissions after this deadline will be automatically disqualified.
- 13 **Category 2: MILO FUZE® JAM-PACKED™ Photo Contest**
- 14 Submission is via the MILO® Website and/or MILO FUZE® JAM-PACKED™ Facebook Apps.
- 15 Participants are required to capture and upload one [1] photograph [“the Photograph”] related to the theme MILO FUZE® JAM-PACKED™ and the Photograph must feature either a MILO FUZE® product and/or logo. Consent from the individuals featured in the Photograph must have been obtained by the participant prior to submission.
- 16 Participants must include a Photograph title [“the Photograph Title”] in not more than five [5] words to describe the Photograph captured. The following slogan, “How does MILO FUZE® “JAM-PACKED” your day?” [“the Slogan”] must be answered in not more than twenty [20] words. All edited Photographs will be accepted as long as it does not breach any Intellectual Property laws, including but not limited to copyright laws. Submissions that breach any Intellectual Property laws will be automatically disqualified.
- 17 Each entry received during the Contest Period will be serialized according to the time of receipt (yy/mm/dd/hh/mm/ss/). In the event of duplicate entries from the same participant, the latest submitted entry will be treated as the valid entry. In the event of duplicate submissions from different participants, the first submitted entry will be treated as a valid entry based on the time of receipt.
- 18 All submissions must be received by the Organiser by 23:59:59 of 25/02/2010. Submissions after this deadline will be automatically disqualified.
- 19 Participants who have successfully submitted their entries via the MILO® Website or Facebook Apps will be notified via email and their submissions will be posted on the MILO® Website and the Facebook Apps for public viewing.
- 20 The panel of judges will select forty [40] finalists [“the Finalists”] from the qualified submissions. The judging criteria shall be based on completeness, creativity, originality and relevancy of the Photograph and the Photograph Title to the Contest.
- 21 The Finalists’ entries will be posted on the MILO® Website for public feedback, comments, viewing and voting for a period of four [4] weeks, starting from “00:00:01”, 23/03/2010 and ending at “23:59:59”, 13/04/2010 [“the Voting Period”].
- 22 During the Voting Period, all members of the MILO® Website are allowed to cast one [1] vote per day for any of the Finalists at the MILO® Website only. Only votes received during the Voting Period will be considered as valid votes.
- 23 The voting by 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 shall be based on completeness, creativity, originality and relevancy of the Slogan to the Contest.
- 24 Based on the votes, five [5] of the Finalists with the highest votes will be chosen as the Grand Prize Winners.
- 25 **Voters' Incentive for Category 2**
- 26 There is a Voters' Incentive Category to encourage and reward voters for their interest in the Contest. Voters must be MILO® Website members.
- 27 In order to qualify for this category, MILO® Website members will have to vote for their favourite photo entry and complete the slogan, "I voted for this photo because..." in not more than twenty-five [25] words.
- 28 Only voters who voted for the Grand Prize Winners will qualify to win the Voters' Incentives. From this qualified list, the three [3] voters with the most creative slogans will be selected to win the Voters' Incentive. The judging criteria of the submitted slogans will be based on completeness, creativity, originality and relevancy of the slogan to the Contest.

Prizes

- 1 The Prizes for this Contest consists of three [3] categories.
- 2 **Category 1: MILO FUZE® JAM-PACKED™ Facebook Game Winners**
- [a] 1st Prize
- i There will be one [1] prize to be won for this category. The participant with the highest score ["Highest Scorer"] for the Game at the end of the Contest Period will be selected as the winner and will receive:
- One [1] iPhone 3GS 32GB; and
 - MILO® Hamper worth One Hundred Ringgit Malaysia [RM100] only.
- [b] 2nd Prize
- ii There will be one [1] prize to be won for this category. The participant with the Second [2nd] highest score for the Game at the end of the Contest Period will be selected as the winner and will receive:
- One [1] Playstation3; and
 - MILO® Hamper worth One Hundred Ringgit Malaysia [RM100] only.
- [c] 3rd-7th Prize
- iii There will be a total of five [5] prizes to be won for this category. Participants with the Third [3rd], Fourth [4th], Fifth [5th], Sixth [6th] and Seventh [7th] highest score for the Game at the end of the Contest Period

will be selected as the winners and will each receive one [1]:

- One [1] PANASONIC LUMIX digital camera worth Ringgit Malaysia Five Hundred [RM500]. Price is correct at time of printing; and
- MILO® Hamper worth One Hundred Ringgit Malaysia [RM100] only.

[d] 8th-15th Prize

iv There will be a total of eight [8] prizes to be won for this category. Participants with the Eight [8th], Ninth [9th], Tenth [10th], Eleventh [11th], Twelfth [12th], Thirteenth [13th], Fourteenth [14th] and Fifteenth [15th] highest score for the Game at the end of the Contest Period will be selected as the winners and will each receive one [1]:

- One [1] iPod Shuffle 2GB; and
- MILO® Hamper worth One Hundred Ringgit Malaysia [RM100] only.

2 **Category 2: MILO FUZE® JAM-PACKED™ Photo Contest Grand Prize Winners**

[a] 1st-5th Prize

i There will be a total of five [5] prizes to be won for this category. Participants with the First [1st], Second [2nd], Third [3rd], Fourth [4th] and Fifth [5th] highest votes for the Contest at the end of the Contest Period will be selected as the winners and will each receive one [1]:

- One [1] iPhone 3GS 32GB;
- RM1000 [Ringgit Malaysia One Thousand]; and
- MILO® Hamper worth One Hundred Ringgit Malaysia [RM100] only.

[b] 6th- 40th Prize

ii There will be a total of thirty five [35] prizes to be won for this category. Participants with the Sixth [6th] to Fortieth [40th] highest votes for the Contest at the end of the Contest Period will be selected as the winners and will each receive one [1]:

- One [1] PANASONIC LUMIX digital camera worth Ringgit Malaysia Five Hundred [RM500] Price is correct at time of printing; and
- RM500 [Ringgit Malaysia Five Hundred]; and

- MILO® Hamper worth One Hundred Ringgit Malaysia [RM100]

3 **Category 3: Voters' Incentive Winners**

i The selected three [3] voters with the most creative slogans will each receive one [1]:

- One [1] iPod Shuffle; and
- MILO® Hamper worth One Hundred Ringgit Malaysia [RM100].

Prize Redemption

- 1 Winners will be notified via emails or telephone at their contact numbers provided to the Organiser when they registered as a MILO® Website member. 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 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]. The Winners list will also be announced on the MILO® Website.
- 2 Each participant can only win one [1] prize for each Category throughout the Contest. In the event that a participant wins two [2] prizes in the same category, the participant automatically wins the higher valued prize. The lower valued prize will be won by the next highest qualified entry received from the same Category.
- 3 All prizes are not exchangeable for cash, goods or credit, in part or in full.
- 4 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. 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.
- 5 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.

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. The Organiser shall not be responsible for any liability, mishap, loss, damage, claim or accident (including death) in any manner whatsoever.
- 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 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 and/or Websites.
- 4 The MILO® Website and Facebook Apps 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 the MILO® Website and Facebook Apps. No advice or information, whether oral or written, obtained by you from us, or from or through the MILO® Website shall create any warranty not expressly stated herein.

Rights of the Organiser

- 1 By submitting the Photographs 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, modify and publish the Photographs submitted by all the Participants in any way it deems fit.
- 2 The Organiser shall reserve the right to publish, use the names and/or photographs of the winners as materials for the purposes of advertising and/or trade 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.
- 3 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.
- 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, the operation of this Contest or to be in violation of the Conditions of Access of the MILO® Web-site and/or Facebook Apps. The Organiser reserves the right to terminate the MILO® 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 MILO® Website.

Other Terms and Conditions

- 1 All Photographs, Photo Titles and Slogans 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 Organiser, in its sole discretion, reserves the right to modify this Rules & Regulations without any prior notice, if required for the smooth running of the Contest.
- 3 The Judges' decisions are final and no correspondence thereon will be entertained.
- 4 By participating in this Contest, participants agree to be bound by this Contest Rules and Regulations, and the decisions of the Organiser.
- 5 The Rules & Regulations are provided in English only.

Technical Requirements

- 1 All Photos to be submitted/loaded must comply with the following specifications:

- Minimum photo resolution : 400 x 400 pixels
- Maximum photo resolution : 1024 x 1024 pixels
- Maximum file size : 2 MB
- Format Allowed : JPG, GIF, BMP

Submissions that do not adhere to these requirements will be automatically disqualified. An email notification of disqualified entries will be sent out to the participants.

- 2 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.
- 3 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 MILO[®] Website and/or Facebook Apps 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.
- 4 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.

Prohibited Content

- 1 Below is a partial list of content that is illegal or prohibited to be posted on the MILO[®] Website and/or Facebook Apps. Posting of any of this content by the participant may, in the Organiser's sole discretion, result in termination of membership of the MILO[®] Website

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 MILO[®] Website and/or Facebook Apps 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; include ingredients that are offensive to other religious practices and/or competitive products that appear in the photographs
- 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.