

Programme Rules & Regulations

Organiser & Eligibility

- 1 The PROGRAM PENEBUSAN NESCAFÉ DULU BARULAH JADI ["Programme"] is organised by Nestlé Products Sdn. Bhd. [45229-H] ["the Organiser"].
- 2 The Programme is a loyalty reward promotion and is open to all residents of Malaysia aged 18 years and above as of 01/03/2016 and with valid identification documents [each a "Participant" and collectively, the "Participants"]. The Organiser shall reserve the right to request for evidence of identification documents.
- 3 Under the Program, Participants are able to redeem premiums ["Redemption"] and participate in the Contest only exclusive at SHELL SELECT ["Contest"], subject to the terms and conditions herein.

Duration

- 1 The Redemption will run from 01/03/2016 to 31/05/2016 ["the Redemption Period"]. The Contest will run from 01/03/2016 to 30/04/2016 ["the Contest Period"]. The Organiser shall reserve the right at its absolute discretion to vary, postpone, reschedule, extend, and/or cancel the Redemption Period, Contest Period, and/or the Programme at any time without prior notice.

Redemption Mechanics

- 1 Purchase any participating NESCAFÉ can drinks and collect the 'NES' can tabs as the proof of purchase ["POP"] to redeem premiums ["Premiums"] as stated in the Redemption Form ["Form"]. Please also refer to the Form for the participating products, and the quantity of POP required to redeem for each Premium.
- 2 All Participants may redeem the Premiums in exchange for the POP as stated on the Form. You may only redeem one [1] Premium in each Form in one [1] envelope. Forms with more than one [1] Premium redeemed will be disqualified. Each participant can only redeem up to a maximum of five [5] Premiums throughout the Redemption Period. Redemption is via postal, despatch and/or courier only. Instant redemption is not available.
- 3 Each Form submitted, must be complete with the required details and must be accompanied with the POP required. Incomplete, illegible, inaccurate Form[s], with incorrect and/or defective/damaged POP will be disqualified. Excess POP submitted will not be returned. Subject to clause 2 above, each Participant is entitled/eligible to submit more than one [1] Form. Photocopies of Forms are accepted.
- 4 All Form[s] must be sent to the address as stated via post, despatch, courier service or POS Laju, at the Participants own cost and risk. Proof of postage of the Form[s] shall not constitute proof of receipt by the Organiser. No Forms will be entertained after 31/05/2016.
- 5 Premiums will be delivered to the delivery address provided by the Participants within 6 - 8 weeks after the closing date of 31/05/2016. The Organiser shall exercise care in delivering the Premiums but the Organiser will not be held liable in the event of non-receipt, delayed or damaged delivery of the Premiums to the Participant[s].
- 6 In the event there is a manufacturing defect, the Participant must return the said Premium to the Organiser at his own cost, undamaged and in its original packaging for a replacement within two [2] weeks of receipt of the Premium.
- 7 All Participants must abide by the terms and conditions of the party[ies] arranging and/or providing for the Premiums and the terms and conditions attached to the Premiums, if any.
- 8 The Organiser shall reserve the right at its absolute discretion to substitute any of the Premiums in the redemption form with that of similar value, at any time without prior notice. All Premiums are redeemed on an "as is" basis and are not exchangeable for cash, credit and other items or voucher in part or in full.

Contest Mechanics [available in SHELL SELECT only]

- 1 The Contest is exclusive in participating SHELL SELECT outlets only and is open to Participants who participate in the Redemption.
- 2 To participate in the Contest, Participants must together with their duly completed Form and relevant POP as per the terms and conditions of the Redemption include a single official printed receipt/tax invoice from any participating SHELL SELECT that clearly indicates the purchase of any three [3] assorted variants of participating NESCAFÉ can drinks during the Contest Period as the proof of purchase ["POP"] in one [1] envelope.
- 3 All qualified Redemption Forms with accompanying qualified POP received by the Organiser during the Contest Period, if approved by the Organiser, will be serialised with one [1] serial number [each a "Qualified Entry" and collectively the "Qualified Entries"].
- 4 There are two [2] Bonus Prizes for nine [9] consecutive weeks. There are a total of eighteen [18] Bonus Prizes to be won throughout the Contest Period. The weekly periods are as follows:

• Week 1: 01/03 – 07/03/2016	• Week 2: 08/03 – 14/03/2016	• Week 3: 15/03 – 21/03/2016
• Week 4: 22/03 – 28/03/2016	• Week 5: 29/03 – 04/04/2016	• Week 6: 05/04 – 11/04/2016
• Week 7: 12/04 – 18/04/2016	• Week 8: 19/04 – 25/04/2016	• Week 9: 26/04 – 30/04/2016
- 5 The serial numbers allocated to each week's Qualified Entries will be tabulated to derive the total number which will then be divided by two [2] to derive the two [2] winning serial numbers for each week's Bonus Prizes. In the event of numbers with decimal values, the winning serial numbers will be rounded down to the nearest whole number that results after the division. For example: if the week's Qualified Entries serial numbers total up to 89, 89 will be divided by 2 which equals 44.5 which will be rounded down to 44. The multiplier number in this case is 44. A total of two [2] Participants of the week assigned with multiples of 44

i.e. 44 and 88 will be the winners of week's Bonus Prizes.

- 6 All shortlisted Participants will be contacted via telephone provided in the Qualified Entry and 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 after at least three [3] attempts by the Organiser or its agents.
- 7 To win the Bonus Prizes the shortlisted Participants must answer the question correctly. In the event any of the shortlisted Participant[s] fails to answer the questions correctly, then he/she will be disqualified and the serial number subsequent to the serial number of the disqualified Participant will be selected as the substitute.
- 8 The winners will each win a Bonus Prize of a Ringgit Malaysia One Thousand [RM1000] cash.
- 9 Participants may only win one [1] Bonus Prize throughout the Contest Period. In the event of a repeat winner, the serial number subsequent to the serial number of the repeat winner will be declared the winner of the said Bonus Prize.
- 10 Winners must abide by the terms and conditions of the party[ies] arranging and/or providing for all the Bonus Prizes and the terms and conditions attached to all the Bonus Prizes, if any. All Bonus Prizes must be claimed from the Organiser within three [3] months from the date the Bonus Prizes are available for collection. All unclaimed Bonus Prizes will be forfeited. The winners list will also be announced on the website www.nestle.com.my.
- 11 Winners will be notified by post. 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 Organiser shall reserve the right at its absolute discretion to substitute any of the Bonus Prizes with that of similar value, at any time without prior notice. The Bonus Prizes are non-transferable and all Bonus Prizes are given on an "as is" basis and are not exchangeable for credit and other items or voucher in part or in full.

Liability and Responsibility

- 1 All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses that are incurred to participate in the Programme to redeem the Premiums or Bonus Prizes are the sole responsibility of the Participants.
- 2 Participants 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 Programme and/or utilisation of the Premiums or Bonus Prizes and agree to release and hold the Organiser free and harmless of any liability.

Rights of the Organiser

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

Data Protection

- 1 By participating in the Programme, Participants grant the Organiser and its affiliates and/or related companies the permission to use his/her name, photograph or image for future advertising and publicity purposes in connection with the Program in any and all media without additional compensation, notification or permission.
- 2 By participating in the Programme, the Organiser agrees to only collect and/or use it on the Organiser's Fan Page and the Organiser's Website and to protect it as set out below. This section also outlines the Participants' rights regarding data protection, and tells the Participant how to contact the Organiser.
- 3 At times the Organiser may retain third parties to process the Participant's personal details. All such third parties are contractually obliged not to use the Participant's personal data in any way other than that which is specified herein.
- 4 Under the Malaysian law, the Participants' rights include:
 - [a] the right to withdraw your consent to the use of your personal detail at any time by contacting us at pdpa@omniteam.com.my and providing us with the Participant's name and address so that we can remove it.
 - [b] the right to obtain a copy of the personal data which we hold about you [we reserve the right to charge a small fee for the exercise of this right].
 - [c] the right to have incorrect personal data we hold about you corrected.
- 5 If the Participants wish to raise any data protection issue with the Organiser, or exercise any of their legal rights, please contact the Organiser at pdpa@omniteam.com.my.

The Organiser take reasonable precautions to keep the Participant's personal data secure, and require third party data processors to do the same. Please note, however, that the Organiser may release the Participant's personal data if required to do so by law, or by search warrant, subpoena or court order.

Terms & Conditions

- 1 Pictures of Premiums shown on the Redemption Form are for illustration purposes only and may differ from the actual item.
- 2 The Programme Rules & Regulations are prepared in several languages. In the event of inconsistencies between all versions, the English version shall prevail.
- 3 The Organisers' decisions are final and no correspondence thereon will be entertained.
- 4 By participating in the Program, Participants agree to be bound by the Programme Rules & Regulations, and the decisions of the Organiser.