

<b>Contest Rules and Regulations</b>	
<b>Organiser and Eligibility</b>	
1	The NESTLÉ BREAKFAST CEREAL CONTEST [“Contest”] is organised by Nestlé Products Sdn. Bhd. [45229-H] [“the Organiser”] and is open to all legal residents of Malaysia aged 18 years and above as of 07/04/2017 [each a “Participant” and collectively, the “Participants”]. The Organiser reserves the right to request for identification document as proof and for purposes of verifying the identity of a Participant.
2	The following persons are not eligible to participate in the Contest:
[a]	Employees of the Organiser [including its affiliated and related companies] and their immediate family members [spouse, children, parents, siblings (and their spouses)]; and/or
[b]	Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organiser [including their affiliated and related companies], and their immediate family members [spouse, children, parents, siblings (and their spouses)].
3.	The Organiser shall reserve the right to exclude and/or disqualify Participants who do not fall within the category of Participants and/or who are in breach of the Contest Rules and Regulations.

<b>Duration</b>	
1	The Contest will run from 07/04/2017 to 21/05/2017 [“the Contest Period”]. The Organiser shall reserve the right at its absolute discretion to vary, postpone, re-schedule and/or extend the Contest Period and/or cancel/terminate the Contest at any time without prior notice. All entries received outside the Contest Period will be automatically disqualified.

<b>Qualifying Criteria and Submission of Entries Via WhatsApp Application or MMS</b>	
1	To participate in the Contest, Participants must purchase a minimum of Ringgit Malaysia Five [RM5] of any participating NESTLE BREAKFAST CEREALS [“NBC”] from any participating outlets during the Contest Period. The participating NBC products are all pack sizes of NESTLÉ KOKO KRUNCH, NESTLÉ HONEY STARS, NESTLÉ MILO, NESTLÉ KOKO KRUNCH DUO, NESTLÉ COOKIE CRISP and NESTLÉ KOKO KRUNCH CHOCO CARAMEL. The original single printed receipt [“POP”] must contain the NBC participating products purchased, the purchase amount, the outlet name, the receipt number and the date of purchase clearly stated on the printed receipt [“POP Details”].
2	Each Participant must write down his/her full name, identification number and circle the NBC participating products purchased on the POP [“Required Details”]. Snap one [1] picture of the POP together with both the POP Details and Required Details clearly stated on the POP.
3	The picture of the POP [“Entry”] must be submitted/sent via WhatsApp application or MMS from any locally registered mobile number to 017-2823155, a dedicated phone line set-up by the Organiser to receive Entries submitted by Participants.
4	Given that 017-2823155, is a dedicated phone line of the Organiser, <b>NO</b> acknowledgement messages will be sent by the Organiser in respect of all Entries submitted/sent by the Participants to the Organiser via WhatsApp or MMS.
5	Each POP is eligible for one [1] WhatsApp or MMS Entry only. Participants are not allowed to submit/send more than one [1] WhatsApp Entry or MMS with the same POP to the Organiser. The Organiser shall have the right to disqualify and/or reject WhatsApp or MMS Entries where:
[a]	the POP submitted is a duplicate, incorrect, unclear, torn or damaged; and/or
[b]	the POP Details and Required Details are not provided, incomplete, illegible, unclear and/or inaccurate.
6	Each Participant is identified by the Required Details submitted in the WhatsApp or MMS Entry.
7	The Organiser is also not responsible for any error, omission, interruption, deletion, defect, delay, failure 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, the website, computer online systems, servers or providers, computer equipment, system, apparatus, software, failure of e-mail or receipt of entry on account of technical problems or traffic congestion on the internet and/or telecommunication services.

<b>Prizes &amp; Winners Selection Process</b>	
1	During the Contest Period, the Organiser will give away five [5] Grand Prizes and ten [10] Consolation Prizes each week. The weekly periods are as below:

	Week 1: 07/04/2017 – 13/04/2017	Week 2: 14/04/2017 – 20/04/2017
	Week 3: 21/04/2017 – 27/04/2017	Week 4: 28/04/2017 – 04/05/2017
	Week 5: 05/05/2017 – 11/05/2017	Week 6: 12/05/2017 – 21/05/2017
2	As part of the winners selection process, the Organiser will allocate one [1] serial number for every purchase of Ringgit Malaysia Five [RM5] of NBC participating products as shown on each Entry received and approved by the Organiser to be a successful entry [each a “Qualified Entry” and collectively the “Qualified Entries”]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.	
3	The serial numbers allocated to each Qualified Entries for will be tabulated and added up to derive the total number of Qualified Entries [“Total Qualified Entries”] for each week, throughout the Contest Period. Assuming that the Week 1 Total Qualified Entries is <b>1889</b> , the Organiser will compute and shortlist Participants to win the prizes based on the following:	
	[a]	Shortlisting of five [5] Grand Prize Winners: $1889 \div 5 = 377.8$ Since dividing 1889 with 5 will result in a number with decimal value, the number 377.8 will be rounded down to 377. The following 5 Participants with Qualified Entries bearing the following serial numbers will be shortlisted to win the Grand Prizes: 377*, 754*, 1131*, 1508 and 1885. [*computation example: $377, 377+377=754, 754+377=1131$ ].
	[b]	<b>Shortlisting of ten [10] Consolation Prize Winners:</b> $1889 \div 10 = 188.9$ Since dividing 1889 with 10 will result in a number with decimal value, the number 188.9 will be rounded down to 188. The following 10 Participants with Qualified Entries bearing the following serial numbers will be shortlisted to win the Consolation Prizes: 188*, 376*, 564*, 752, 940, 1128, 1316, 1504, 1692 and 1880. [*computation example: $188, 188+188=376, 376+188=564$ ].
4	The Organiser will contact all shortlisted Participants via the contact/mobile numbers from which the Organiser received the Qualified Entries. Each shortlisted Participant 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.	
5	To win the prizes, the shortlisted Participants must answer the question posted by the Organiser correctly. In the event any of the shortlisted Participants fails to answer the question correctly and/or clearly, then he/she shall be disqualified by the Organiser. The Participant holding the Qualified Entry bearing the serial number subsequent to the disqualified Participant shall be the next shortlisted Participant to win the prize.	
6	The weekly Grand Prize Winners will each win a Koko Krunch 5g Fine Gold 999.9 Pendant.	
7	The weekly Consolation Prize Winners will each win a Shopping Voucher worth Ringgit Malaysia Two Hundred [RM200].	
8	Each Participant is entitled to only win one [1] prize each week. If a Participant has two [2] or more valid Entries which entitles him to receive two [2] or more prizes of different values, the Participant shall only be entitled to win the higher valued prize. The Participant holding the Qualified Entry bearing the serial number subsequent to the Participant with repeat winnings shall be the next shortlisted Participant to win the lower valued prize. Each Participant is entitled to win only one [1] Grand Prize and one [1] Consolation Prize throughout the Contest Period.	
9	The Organiser shall reserve the right to request for evidence of POP for verification. Participants MUST keep the original POP submitted in the winning Qualified Entry for verification and prizes redemption purposes. A photocopied version of the POP will not be entertained. Failure to produce the POP upon request by the Organiser will result in disqualification and prize forfeiture.	

<b>Liability and Responsibility</b>	
1	Winners must abide by the terms and conditions of the party[ies] arranging and/or providing for all the Prizes and the terms and conditions attached to all the Prizes, if any. Prizes which are lost and/or damaged during the delivery process are not replaceable and the Organiser disclaims any and all liabilities arising therefrom and the obligations to replace the lost and/or damaged prizes.
2	The Winners list will be announced in the Organiser’s website [www.nestle.com.my].
3	Winners and/or 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 Event, redemption and/or utilisation of the Prizes and agree to release and hold the Organiser free and harmless of any liability.
4	All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses that are incurred to participate in the Contest and to redeem the Prize is the sole responsibility of the Winners.
5	The Organiser is also not responsible for any error, omission, interruption, deletion, defect, delay, failure 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, the website, computer online systems, servers or providers, computer equipment, system, apparatus, software, failure of e-mail or receipt of entry on account of technical problems or traffic congestion on the internet and/or telecommunication services.

<b>Rights of the Organiser</b>	
1	The Organiser shall reserve the right at its absolute discretion to review and vary the Prizes Winners' selection process contained herein at any time without prior notice. The judges' decision is final and no correspondences thereafter will be entertained.
2	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 Prizes are non-transferable and all Prizes are given on an "as is" basis and are not exchangeable for cash, credit and other items or voucher in part or in full.
3	By participating, all Participants agree and acknowledge that all intellectual property rights thereto shall belong to the Organiser and each Participant consents to the collection, use, processing and/or disclosure by the Organiser any and all of the Participant's personal information including without limitation the Participant's name, photograph or image for purposes of the Redemptions, including advertising, publicity, marketing and promotional activities conducted in such manner as the Organiser sees fit, in any media and without additional compensation, notification or permission, and any other activities that are ancillary to the Redemption. Participants shall not be entitled to claim ownership and/or other forms of compensation on the materials.
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 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.
5	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.

<b>Privacy Notice</b>	
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 <a href="http://www.nestle.com.my/info/privacy_policy">http://www.nestle.com.my/info/privacy_policy</a> .
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 <a href="http://www.nestle.com.my/info/privacy_policy">http://www.nestle.com.my/info/privacy_policy</a> .
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: <a href="https://www.nestle.com.my/contactus">https://www.nestle.com.my/contactus</a> . 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 <a href="http://www.nestle.com.my/info/privacy_policy">http://www.nestle.com.my/info/privacy_policy</a> . We reserve the right to update and amend this privacy notice or our privacy policy from time to time.

<b>Terms and Conditions</b>	
1	Pictures of Prizes shown on the Contest entry form are for illustration purposes only and may differ from the actual item. Price shown is correct at the time of printing.
2	The Contest Rules and Regulations are prepared in several languages. In the event of inconsistencies between any versions of the Contest Rules and Regulations, the English version shown on the Organiser's website shall prevail.
3	The Contest Rules and Regulations and the Contest mechanics, may be amended from time to time and shall prevail over any provisions or representations contained in any other promotional material or advertising of the Contest. Participants are highly advised to visit the Organisers' website from time to time to ensure that the Participants are aware of any updates and changes made.
4	By participating in the Contest, Participants agree to be bound by the Contest Rules and Regulations, and the decisions of the Organiser.