

## Contest Rules and Regulations

**Organiser and Eligibility:** 1. The Peraduan Lagi Sihat Lagi Happy Bersama NESTLÉ ["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 25/08/2015 [each a "Participant" and collectively, the "Participants"]. Proof of identification documents may be required. 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. **Duration:** 1. The Contest will run from 25/08/2015 to 30/09/2015 ["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. **Qualifying Criteria and Submission of Entries:** 1. For every purchase of any three [3] different participating NESTLÉ products in a single official receipt that clearly indicates the participating NESTLÉ products purchased during the Contest Period as the Proof of Purchase ["POP"] will entitle the Participant to enter the Contest. Please visit website: [www.nestle.com.my](http://www.nestle.com.my) for the complete range of participating NESTLÉ product brands. 2. Participants are required to complete each entry form with the required details, and answer correctly three [3] questions shown in the entry form. The completed entry form together with the POP must be inserted in an envelope and posted by ordinary mail to PO Box address stated in the entry form. The Organiser will not be responsible for any non-receipt of postal deliveries due to insufficient postage or incorrect address. Entries received via dispatch, courier service, Pos Laju and/or any other means of delivery will be automatically disqualified. Proof of postage of an entry form shall not constitute proof of receipt by the Organiser. 3. All entry forms received outside the Contest Period will be automatically disqualified. Incomplete, illegible and/or inaccurate entry form(s), entries with the wrong answers, entries with incorrect and/or defective POP will be disqualified. Envelopes containing multiple entries and/or POP will be disqualified. Photocopy of entry forms are accepted. 4. All entry forms received by the Organiser during the Contest Period that are complete with the required details, POP and correct answers, if approved by the Organiser, will be serialised according to the number of set of three [3] NESTLÉ products purchased on the POP submitted [each a "Qualified Entry" and collectively the "Qualified Entries"]. **Weekly Prizes:** 1. The weekly Prizes for the Contest are divided into [2] tiers. The weekly periods are as follows: Week 1: 25/08 – 31/08/2015, Week 2: 01/09 – 07/09/2015, Week 3: 08/09 – 14/09/2015, Week 4: 15/09 – 21/09/2015, Week 5: 22/09 – 30/09/2015. 2. Tier 1 – Consolation Prizes: There are one hundred [100] Consolation Prizes for five [5] consecutive weeks. There is a total of five hundred [500] Consolation Prizes to be won throughout the Contest Period. 3. The serial numbers allocated to each week's Qualified Entries will be tabulated to derive the total serial number which will then be divided by hundred [100] to derive the winning serial number for each week's Consolation Prize. 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 8889, 8889 will be divided by 100 which equals 88.8 which will be rounded down to 88. The multiplier number in this case is 88. One hundred [100] Participants of the week assigned with multiples of 88 i.e. 88, 176, 264, 352 and so forth will be the Winners of week's Consolation Prizes. 4. The Winners selected will each win the Consolation Prize of a Grocery Shopping Voucher worth Ringgit Malaysia Five Hundred [RM500]. 5. Each Participant may only win one [1] Consolation Prize each week and a maximum of two [2] Consolation Prizes 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 Consolation Prize. 6. Tier 2 – Grand Prizes: There are ten [10] Grand Prizes for five [5] consecutive weeks. There is a total of fifty [50] Grand Prizes to be won throughout the Contest Period. 7. The serial numbers allocated to each week's Qualified Entries will be tabulated to derive the total number which will then be divided by ten [10] to derive the winning serial number for each week's Grand Prize. 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 8889, 8889 will be divided by 10 which equals 888.9 which will be rounded down to 888. The multiplier number in this case is 888. Ten [10] Participants of the week assigned with multiples of 888 i.e. 888, 1776, 2664, 3552 and so forth will be the Winners of week's Grand Prizes. 8. The Winners selected will each win the Grand Prize of a Grocery Shopping Voucher for one [1] year worth Ringgit Malaysia Twelve Thousand [RM12,000]. 9. Each Participant may only win one [1] Grand Prize throughout the entire 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 Grand Prize. 10. Participants may win only either one [1] Prize each week. In the event of a Participant winning both Grand Prize and Consolation Prize in the same week, the Winner will automatically win the Grand Prize and the serial number subsequent to the serial number of the Winner will be declared the Winner of the Consolation Prize. **Grand Final Challenge Prizes:** 1. There are eight [8] Grand Final Challenge ["Challenge"] Prizes throughout the Contest Period. A total of eight [8] Participants will be selected as finalists to participate in a Challenge ["Finalists"] to determine the value of the Challenge Prizes that will be won by each Finalist. The Challenge date, time and venue will be determined by the Organiser. 2. The serial numbers allocated to all Qualified Entries received throughout the Contest Period will be tabulated to derive the total number which will then be divided by eight [8] to derive the eight [8] Finalists serial numbers. In the event of numbers with decimal values, the winning serial numbers will be rounded down to the nearest, lower whole number that results after the stated division. For example: If the total Qualified Entries serial numbers is 8889 will be divided by 8 which equal 1111.1 which will be rounded down to 1111. The multiplier number in this case is 1111. Eight [8] Participants assigned with multiples of 1111 i.e. 1111, 2222, 3333, 4444 and so forth will be declared as the Finalists. 3. Only the Finalists whose names and details are written on the entry form may participate in the Challenge. Eligibility of participation for the Challenge is strictly non-transferable. Finalists will be contacted via telephone, based on the number provided in the entry form and will be given details for the participation in the Challenge. In the event any of the Finalists is un-contactable after three [3] attempts, declines or is unable to participate in the Challenge for any reason whatsoever, the Finalist will be disqualified and a Participant with the serial number subsequent to the serial number of the disqualified Participant will be selected as a Finalist. 4. The Challenge Prizes are a total of Ringgit Malaysia One Hundred and Fifty Thousand [RM150,000] cash to be shared between eight [8] Finalists. All eight [8] Finalists must participate in the Challenge set by the Organisers to determine the worth of Challenge Prize in cash that they will each win. 5. The mechanics of the Challenge will only be disclosed to the Finalists during the Challenge. In any event, upon confirmation of participation a Finalist fails to participate on the day of the Challenge, the Finalist will be disqualified automatically. **Liability and Responsibility:** 1. All Winners will receive a postal notification. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the postal notification to the Winners. 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. The Winners list will be announced in the Organiser's website [[www.nestle.com.my](http://www.nestle.com.my)]. 2. 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. 3. 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. **Rights of the Organiser:** 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 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 Contests, 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 Contest. Participants shall not be entitled to claim ownership and/or other forms of compensation on the materials. **Data Protection:** 1. By participating in the Contest, the Participant consents for the Organiser to process the Participant's personal data provided in the entry form for purposes of the Contest including without limitation to use on the Fan Page and the Website. 2. 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. 3. Under the Malaysian law, the Participant's rights include: [a]. the right to withdraw their consent to the use of their personal detail at any time by contacting the Organiser at [pdpa@omniteam.com.my](mailto:pdpa@omniteam.com.my) and providing the Organiser with the Participant's name and email address so that the Organiser may remove it. [b]. the right to obtain a copy of the personal data which the Organiser holds about the Participant [the Organiser reserves the right to charge a small fee for the exercise of this right]. [c]. the right to have incorrect personal data that the Organiser holds about the Participant corrected. 4. If a Participant wishes to raise any data protection issue with the Organiser, or exercise any of his/her legal rights, please contact the Organiser at [pdpa@omniteam.com.my](mailto:pdpa@omniteam.com.my). 5. The Organiser takes 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. 6. To view the complete Privacy Notice, you may visit [http://nestle.com.my/info/privacy\\_policy/privacy\\_bm](http://nestle.com.my/info/privacy_policy/privacy_bm) (for the Bahasa Malaysia version) and [http://nestle.com.my/info/privacy\\_policy](http://nestle.com.my/info/privacy_policy) (for the English version). **Terms and Conditions:** 1. Pictures of Prizes shown on the Contest entry form are for illustration purposes only and may differ from the actual item. 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.