

# Contest Rules and Regulations

## Organiser and Eligibility

- 1 The PERADUAN KIRA MILO & MENANG ["Contest"] is organised by Nestlé Products Sdn. Bhd. [45229-H] ["the Organiser"] and is open to all legal residents of Malaysia aged 7 years and above as of 03/10/2016 [each a "Participant" and collectively, the "Participants"]. Participants below 18 years old must seek their parents' or legal guardian's permission to participate in the Contest. Failure to do so will result in disqualification. Proof of identification documents and/or parents' or legal guardian's permission 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 03/10/2016 to 11/12/2016 ["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.

## Qualifying Criteria

- 1 To participate in the Contest, purchase Ringgit Malaysia Four [RM4] of any participating MILO UHT 125ml, 200ml and/or 1L as shown on the Contest entry form in a single printed receipt from any participating outlets during the Contest Period. Obtain the original single printed receipt with the proof of purchase of MILO UHT participating products and write down on the original single printed receipt the required details of your full name, identification number and correct answer to the count of MILO UHT products in the illustration shown on the Contest entry form ["POP"].
- 2 There are two [2] methods of participation in the Contest which is either via WhatsApp application or postal.

## Submission of Entries Via WhatsApp Application

- 1 Snap one [1] picture of the POP complete with required details, outlet name, date of purchase, MILO UHT participating product and purchase amount. Submit the picture via WhatsApp to 011-5115 4938. The Organiser WILL NOT send an acknowledgment report for WhatsApp entries received.
- 2 Each POP is eligible to one [1] WhatsApp entry only. WhatsApp entries with incomplete, illegible and/or inaccurate details and incorrect, duplicated and/or unclear picture of POP will be disqualified. Each Participant is identified by their identification number and unique POP submitted in the WhatsApp entry.
- 3 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 Winners' verification and Prizes redemption. Failure to produce the POP upon request will result in disqualification and Prize forfeiture.
- 4 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.

## Submission of Entries Via Postal

- 1 Participants are required to complete each entry form with the required details and correct answer. The completed entry form together with the POP must be inserted in an envelope and posted by ordinary mail to the 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 and POS Laju to the PO Box address will be automatically disqualified. Proof of postage and/or submission of an entry form shall not constitute proof of receipt by the Organiser.

- 2 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.

## Weekly Prizes & Winners Selection Process

- 1 There are one [1] 1st Prize, one [1] 2nd Prize, one [1] 3rd Prize and Ten [10] Consolation Prizes for ten [10] consecutive weeks. There is a total of ten [10] 1st Prizes, ten [10] 2nd Prizes, ten [10] 3rd Prizes and one hundred [100] Weekly Consolation Prizes to be won throughout the Contest Period as per below:
  - Week 1: 03/10 – 09/10/2016
  - Week 2: 10/10 – 16/10/2016
  - Week 3: 17/10 – 23/10/2016
  - Week 4: 24/10 – 30/10/2016
  - Week 5: 31/10 – 06/11/2016
  - Week 6: 07/11 – 13/11/2016
  - Week 7: 14/11 – 20/11/2016
  - Week 8: 21/11 – 27/11/2016
  - Week 9: 28/11 – 04/12/2016
  - Week 10: 05/12 – 11/12/2016
- 2 All WhatsApp entries and entry forms received daily 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 POP submitted. For every Ringgit Malaysia Four [RM4] of participating MILO UHT product purchased in the POP, the qualified entry will be allocated [1] serial number [each a "Qualified Entry" and collectively the "Qualified Entries"].
- 3 The serial numbers allocated to each week's Qualified Entries will be tabulated to derive the total number which will then be divided by:
  - three [3] to derive the three [3] winning serial numbers for each week's top three [3] Prizes.
  - ten [10] to derive the ten [10] winning serial numbers for each week's Consolation 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:  
1st, 2nd and 3rd Prizes: If the week's Qualified Entries serial numbers total up to 1033, 1033 will be divided by 3 which equals 344.3 which will be rounded down to 344. The multiplier number in this case is 344. Three [3] Participants of the week assigned with multiples of 344 i.e. 344 will be declared as the 1st Prize Winner, 688 will be declared as the 2nd Prize Winner and 1032 will be declared as the 3rd Prize Winner.  
Consolation Prizes: If the week's Qualified Entries serial numbers total up to 1033, 1033 will be divided by 10 which equals 103.3 which will be rounded down to 103. The multiplier number in this case is 103. Ten [10] Participants of the week assigned with multiples of 103 i.e. 103, 206, 309 and so forth will be declared as the Consolation Prize Winners.
- 4 The weekly 1st Prize winning serial numbers will each win a Maybank Fixed Deposit Account worth Ringgit Malaysia Ten Thousand [RM10,000].
- 5 The weekly 2nd Prize winning serial numbers will each win a Maybank Fixed Deposit Account worth Ringgit Malaysia Five Thousand [RM5,000].
- 6 The weekly 3rd Prize winning serial numbers will each win a Maybank Fixed Deposit Account worth Ringgit Malaysia Three Thousand [RM3,000].
- 7 All winners of Maybank Fixed Deposit Account must have a Savings or Current Account with Maybank prior to the opening of the Maybank Fixed Deposit Account. The prizes given in the form of Maybank Fixed Deposit is subject to the prevailing interest rate. For new and/or existing Maybank Fixed Deposit Account holder, the total prize money must remain in the account for 6 months at the current promotional rate of the Fixed Deposit. All Maybank Fixed Deposit Account prizes are subject to Maybank Terms and Conditions.
- 8 The weekly Consolation Prize winning serial numbers from Week 1 to Week 5 will each win a Samsung Galaxy J7 worth Ringgit Malaysia One thousand and Forty Nine [RM1,049] and the weekly Consolation Prize winning serial numbers from Week 6 to Week 10 will each win a OPPO F1s worth Ringgit Malaysia One Thousand One Hundred and Ninety Eight [RM1,198].
- 9 Participants may only win one [1] Prize of the highest value each week and a maximum of two [2] Prizes throughout the Contest Period. If a Participant wins two [2] or more Prizes of different value in the same week, then the Participant will automatically win the higher valued Prize and the lower valued Prize will be won by the serial number subsequent to the serial number of the repeat Participant. 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 Prize.

## 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 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 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.

#### **Privacy Notice**

- 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 [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).
- 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 [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy).
- 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: <https://www.nestle.com.my/contactus>. 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 [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy). We reserve the right to update and amend this privacy notice or our privacy policy from time to time.

#### **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. 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.