

# Contest Rules and Regulations

## Organiser and Eligibility

1. This PERADUAN KEAJAIBAN RAYA BERSAMA KELUARGA NESTLÉ ["Contest"] is organised by Nestlé Products Sdn. Bhd. [45229-H] ["the Organiser"] and is open to all Malaysian residents with a valid MyKad and address in Malaysia, between the ages of 18 and 50 as of 1. January 2016 subject to the Rules and Regulations herein.
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. This Contest will run from 1 June 2016 at "12:00:00 AM" to 31 July 2016 at "11:59:59 PM" Malaysian time ["the Contest Period"].

The Organiser reserves the right to amend the Contest Period at any time. All entries received outside the Contest Period will be disqualified.

## Submission of Entries and Qualifying Criteria

1. Participants must be registered as a member of the Start Well Stay Well Facebook page or the Start Well Stay Well website at [www.startwell.nestle.com.my](http://www.startwell.nestle.com.my) ["Website"]. Please refer to the Website's privacy policy and the terms and conditions on the Website, which will bind the members and users of the Website.
2. Participants must first click the 'Like' icon on the NESTLÉ START WELL STAY WELL Facebook Page at <https://www.facebook.com/NestleStartWellStayWell/>. Participants are advised to read through and understand the Privacy Policy and the relevant terms and conditions before deciding to become a fan of NESTLÉ START WELL STAY WELL Facebook Page.
3. The contest consist of two categories.
  - A. CERELAC category
  - B. LACTOKID category
4. Participants are qualified to participate in the Contest with the purchase of either
  - (i) any LACTOKID products worth RM40 and above OR
  - (ii) any CERELAC products worth RM20 and abovein ONE [1] single receipt.

For every RM40 spent on LACTOKID products, Participants are entitled to ONE [1] entry. (e.g. Purchase of LACTOKID products worth RM80 entitles Participants to TWO [2] entries)

For every RM20 spent on CERELAC products, participants are entitled to ONE [1] entry. (e.g. RM40 worth of CERELAC products entitles participants to TWO [2] entries)

Multiple entries are permitted, however each Participant may only win ONE [1] weekly prize per brand. A single receipt with a mix of CERELAC & LACTOKID products is entitled for ONE [1] entry in the contest for each brand (total of TWO [2] entries) with the purchase of LACTOKID products worth RM40 and above; and CERELAC products worth RM20 and above.

5. Purchase of LACTOKID products qualifies the Participants to participate and win in the LACTOKID category of prizes; purchase of CERELAC products qualifies Participants to participate and win in the CERELAC category of prizes.
6. The proof of purchase receipt must be original and dated during the contest period.
7. Participants may then submit a photo of their favourite family moment during events leading up to Hari Raya with the purchased

products included in the photo. The photo must be submitted via Private Message to NESTLÉ START WELL STAY WELL Facebook admin with a caption that describes why the photo is the Participants' favourite family moment.

8. All approved/qualified entries submitted for this Contest, upon moderation by the Organiser, will be saved into a Photo Album on the NESTLÉ START WELL STAY WELL Facebook Page during the Contest Period.
9. Thirty [30] winners will be selected each week by a panel of judges based on:
  - a. Quality of the photo
    - I. Photo & product packshot clarity
    - II. Additional effort on photo editing
  - b. Creativity of the caption
  - c. The moment captured in the photo
10. All weekly winners will be in the running for the Grand Prize, 2nd Prize or 3rd Prize for CERELAC category and/or LACTOKID category.
11. All entries submitted must fulfill the following requirements:
  - (a) Proof of child's age to be given during submission.

CERELAC category: (i) All CERELAC family photos SHOULD NOT CONTAIN or FEATURE any infant below 6 months old, consumption of infant formula or follow up formula, bottle milk feeding, teat and pacifier. All photo entries must feature at least ONE [ 1 ] CERELAC product.

LACTOKID category: (i) All LACTOKID family photos SHOULD NOT CONTAIN or FEATURE any children below 12 months old, consumption of infant formula or follow up formula, bottle milk feeding, teat and pacifier. All photo entries must feature at least ONE [ 1 ] LACTOKID product. (ii) Any photos showing actions, dressings or posture of the child resembling an infant or demonstrate that the child is below 1 year old will be disqualified.
  - (b) All photos should not contain any consumption of milk by baby, infant formula, baby bottles, a sleeping child or a baby lying on his back.
  - (c) Minimum of ONE [1] adult must be present in the submitted photo.
  - (d) The purchased product(s) must be included in the submitted photo.
  - (e) To complete an entry submission, the Participants must submit the following via Private Message to NESTLÉ START WELL STAY WELL Facebook page admin:
    - a. An original photo of the participant's favourite family moment captured during the events leading up to Hari Raya
    - b. A photo caption of no more than 25 words that describes why the photo is their favourite family moment.
    - c. Full name as per MyKad
    - d. MyKad number
    - e. Email address
    - f. Mobile number
    - g. Mailing address
    - h. Child's MyKid number / screen shot of child's birth certificate
    - i. The name of the product purchased
    - j. A screen shot of the original receipt dated during the contest period
12. In order to participate in this Contest, each entry submitted must complete all the steps in the Contest. Any incomplete entries will be disqualified.
13. Participants agree to abide by the Contest Rules & Regulations. The participants is hereby reminded not to irresponsibly or unnecessarily, intentionally or unintentionally, manipulate, exploit or harm the child for the purposes of this contest, and shall take full responsibility of any undesired incidents thereof. In any event, the Organizer reserves the absolute right to disqualify any entries viewed or observed to contain any such elements.

14. Closing date for weekly submission is as follows:

<b>Week</b>	<b>Closing date for submission</b>
1	5 June 2016 11:59:59 PM
2	12 June 2016 11:59:59 PM
3	19 June 2016 11:59:59 PM
4	26 June 2016 11:59:59 PM
5	3 July 2016 11:59:59 PM
6	10 July 2016 11:59:59 PM
7	17 July 2016 11:59:59 PM
8	24 July 2016 11:59:59 PM
9	31 July 2016 11:59:59 PM

#### **Prizes – CERELAC**

- 30 x Weekly Prizes
  - One [1] month CERELAC supply (4 packs)
- 1 x Grand Prize
  - Twelve [12] months CERELAC supply (48 packs); and
  - One [1] Baby Stroller
- 1 x 2nd Prize
  - Six [6] months CERELAC supply (24 packs); and
  - One [1] Baby Car Seat
- 1 x 3rd Prize
  - Three [3] months CERELAC supply (12 packs); and
  - One [1] Baby Chair

#### **Prizes - LACTOKID**

- 30 x Weekly Prizes
  - One [1] month LACTOKID supply (4 packs)
- 1 x Grand Prize
  - Twelve [12] months LACTOKID supply (48 packs); and
  - One [1] Leapfrog Educational Tablet with Educational Apps Installed
- 1 x 2nd Prize
  - Six [6] months CERELAC supply (24 packs); and
  - One [1] Toddler Car Seat
- 1 x 3rd Prize
  - Three [3] months CERELAC supply (12 packs); and
  - One [1] Mini Children Playground

#### **Prizes Redemption**

- The selected winners will be notified via telephone and Facebook Private Message on NESTLÉ START WELL STAY WELL Facebook Page by the Organiser to confirm their contact details. Selected winners are to respond to the Organiser within five [5] days from the date of notification if there are any errors in the details provided. The Organiser shall not be held liable in the event the winner(s) cannot be contacted after at least three [3] attempts by the Organiser or its agents. 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 Organiser will not be held responsible should there be any error, delay or defect in notification via telephone and Facebook Private Message to the participants of the winners.
- The Organiser will not be held liable in the event that prize fulfillments are not completed due to incorrect contact detailed provided by the participants.
- Participants with one [1] entry are entitled to win up to two [2] prizes throughout the entire Contest ie. one [1] weekly prize and one [1] grand prize or 2nd prize or 3rd prize.

Participants with two [2] entries, one [1] for LACTOKID entry and one [1] for CERELAC entry are entitled to win up to [4] prizes throughout the Contest ie, one [1] weekly prize for CERELAC, one [1] weekly prize for LACTOKID, one [1] grand prize or 2nd prize or 3rd prize for LACTOKID and one [1] grand prize or 2nd prize or 3rd prize for CERELAC.

- LACTOKID and CERELAC products for grand prize winner will be sent every 3 months.

- 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 values of the prizes are correct at the time of printing. 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.
- 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**

- 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.
- All recording, transportation, accommodation, personal costs and/or any other costs, fees and/or other expenses that are incurred to participate in this Contest and to redeem the prize is the sole responsibility of the winner.
- 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.
- 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 PERADUAN KEAJAIBAN RAYA BERSAMA KELUARGA Contest and in connection with this Contest, submission/uploading for this Contest, including without limitation any server failure, lost, delayed or corrupted data or other malfunction.

#### **Rights of the Organiser**

- By submitting your entries 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, edit, modify and publish the entry submitted by all the participants, publish the names of the participants, in any way it deems fit for any advertising, trade, promotional purpose and for any other reason whatsoever, without any further notice to the participants and the participants shall not claim ownership or any payment or compensation on the materials. For the avoidance of doubt, the submissions will not be edited for judging purposes. The Organiser will be using participants' submission photos to be featured in NESTLÉ START WELL STAY WELL Facebook wall posts.
- 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.
- 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. The Organiser reserves the right to remove any submissions of the 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 and/or the Contest submission process.

## Privacy Notice

1. By participating in the Contest, the Participants consent for the Organiser and any of its holding, subsidiary or related companies as defined in the Companies Act 1965 and its service providers, agents and contractors who provide administrative and business support to the Organiser and act on the Organiser's behalf ["Authorised Third Parties"] [Collectively "the Organiser"] to process the Participants' personal information provided in the entry submission for purposes of the Contest. This includes disclosing the Participants' name to the general public when the Participants become a winner in the contest by publishing the Participants' names, photographs and other personal information without compensation for advertising and publicity purposes.
2. The Organiser may also use the Participants' personal information for purposes of contacting and sending to the Participants marketing and promotional information or materials about the Organiser's products, services, any promotions, events or contests organised by the Organiser.
3. In the event that the Participants agree to share and disclose personal information of a person whom the Participants intend to refer to the Organiser, the Participants acknowledge that the Participants have obtained the consent of that person to share and disclose his/her personal information to the Organiser and to being contacted by the Organiser.
4. In respect of minors or individuals not legally competent to give consent, the Participants confirm that they have appointed the Participants 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 the Participants' personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use the Participants' personal information in any way other than that which is specified here and in the Organiser's 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 the Participants' personal information may be transferred across borders. The Organiser will ensure that the country the Participants' data is transferred to has a similar or equivalent personal information protection laws in place, as set out in the Organiser's 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, Participants have the right to request for access to, request for a copy of, request to update or correct the Participants' personal information held by the Organiser.

All Participants' written requests or queries should be addressed to:

- Address: 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 the Organiser : 1-800-88-3633

8. Please note the Organiser requires the participants' personal information in order to process the Participants' participation in the Contest, without which the Organiser will not be able to process the Participants' application.
9. For a more detailed description of the Organiser's privacy practices, please refer to the Privacy Policy at [http://www.nestle.com.my/info/privacy\\_policy](http://www.nestle.com.my/info/privacy_policy). The Organiser reserves the right to update and amend this privacy notice or the Organiser's privacy policy from time to time.

## Other Terms & Conditions

1. All entries 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 materials containing any other party's 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 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. This Rules & Regulations are prepared in English and Bahasa Malaysia only. In the event of any inconsistencies between the English and Bahasa Malaysia version including but not limited to the contest Rules & Regulations, the English version shall prevail.
4. The Judges' decisions are final and no correspondence thereon will be entertained.
5. By participating in this Contest, participants agree to be bound by this Contest Rules & Regulations, and the decisions of the Organiser.

## Technical Requirements

1. 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.

## Prohibited Content

1. Below is a partial list of content that is illegal or prohibited to be posted on the Contest. Posting of any of this content by the participant may, in the Organiser's sole discretion, result in termination of membership 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 posted on the NESTLÉ START WELL STAY WELL Facebook and reporting such violators to the appropriate legal authorities. Prohibited content includes, but is not limited to, contents which, in the Organiser's sole judgement:-
  - is offensive to the online community, such as content that promotes racism, politically religious agendas, inflammatory religious content, violence, foul language, bigotry, hatred or physical harm of any kind against any group or individual;
  - include ingredients that are offensive to other religious practices and/or NESTLÉ competitive products that appear in the music video;
  - 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 unauthorized 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;
  - includes material showing or depicting any offensive or violent acts whether involving other person or persons or animal or not;
  - provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; and
  - exhibits overtly dangerous or potentially life threatening situations.