

KITKAT® GREEN TEA & GIANT DIGITAL CONTEST

Rules and Regulations Document

Contest Rules and Regulations	
Organiser and Eligibility	
1	This KITKAT® GREEN TEA & GIANT DIGITAL CONTEST ["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, aged 18 years and above as of 10 th September 2015.
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 [spouses, 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 its affiliated and related companies], and their immediate family members [spouses, children, parents, siblings and their spouses].
Duration	
1	This Contest will run from 10 th September 2015 at "00:00:01" to 21 st October 2015 at "23:59:59" ["the Contest Period"]. The Organiser reserves the right to change, postpone, reschedule or extend the Contest Period at any time. All entries received outside the Contest Period will be disqualified.
Contest Entry Methods	
1	<p>To participate in this Contest, participants are required to complete the following criteria ["Contest Criteria"]:</p> <ul style="list-style-type: none">a) purchase a minimum of one (1) pouch of NESTLÉ KITKAT® Green Tea (8 packs pouch), produced by Nestlé Products Sdn. Bhd. (45229-H), from any participating GIANT outlets in Peninsular Malaysia only, during the Contest Period and retain the original sales receipt which clearly displays the itemised purchase of NESTLÉ KITKAT® Green Tea to serve as proof of purchase ["POP"] for purposes of participation in the Contest; and;b) submit the POP invoice number ["Entry or Entries"] either via :<ul style="list-style-type: none">i. Facebook by :<ul style="list-style-type: none">- keying in their name, MyKad number, mobile phone number, and the GIANT receipt's invoice number in the Contest Facebook app, http://bit.ly/kitkatgreentea; AND/OR;ii. SMS by:<ul style="list-style-type: none">- typing KKG T <space> Name <Space> MyKad Number <space> GIANT receipt's invoice number and send to 36300.- Note: Each SMS received by the participants will be charged RM0.30, excluding 6% GST charge. Standard telco rates for sending SMS apply and may vary according to different telco services. <p>Participants may submit only one (1) entry using the same MyKad number and GIANT receipt's invoice number. New purchases are required for subsequent submissions. Participants will only be eligible to win one (1) prize in the event the participant is selected as a winner in the Contest.</p>

2	In the event of similar or copied Entries from different participants, the earliest submitted Entry will be treated as the valid entry based on the time of receipt.
3	In order to participate in this Contest, each Entry submitted must complete all the steps in the Contest. Any incomplete Entries will be automatically disqualified.
Prizes	
1	The Prizes for this Contest are divided into three (3) categories: (a) Grand Prize - One [1] winner of Travel Voucher to Japan, worth RM5,000 (b) First Prize - Two [2] winners of Sony Playstation4, worth RM1,800 each (c) Consolation Prize - Thirty Five [35] winners of GIANT Shopping Vouchers worth RM200 each
2	The use of the prizes provided by third parties shall be governed by the terms and conditions of the third party. <ul style="list-style-type: none"> • The usage of the Japan Travel Voucher ["Travel Voucher"] is subject to the Terms and Conditions stated by Malaysian Harmony Tour and Travel Agency. • The usage of GIANT Shopping Vouchers ["Shopping Voucher"] is subject to the Terms and Conditions stated by GIANT on the vouchers. The Organiser assumes no liability whatsoever in relation to the prizes provided by the third parties. The Organizer further does not accept any responsibility for the act or omission of the third party.
3	Winners from the Facebook App will be announced at the end of the contest on the KitKat® Malaysia Facebook App, http://bit.ly/kitkatgreentea .
4	All prizes are not transferable and/or not exchangeable.
5	In the event of no winners, the prizes will be given out to the valid entries received during the Contest Period.
Selection of Winners	
1	All Entries received by the Organiser during the Contest Period, either by SMS and/or Facebook App, that are in compliance with the Contest Criteria ["Qualified Entries"], will be serialised according to the time of receipt (dd/mm/yy/hh/mm/ss) into one [1] database. The total Qualified Entries will then be divided by the number of prizes allocated within each of the three [3] prize categories above to derive the potential winning serial number. For example, for the Grand Prize, if the total Qualified Entries amount to 3,000 entries, then 3,000 will be divided by two [2] to derive the first winning serial numbers of [1,500 th]; for the First Prize, 3,000 will be divided by three [3] to derive the first winning serial number of [1,000 th] and the consecutive winning numbers using the multiplier of 1,000; for the Consolation Prizes, 3,000 will be divided by thirty [35] to derive the first winning serial numbers of [85 th] and the consecutive winning numbers using the multiplier of 100. If the multiplier is in decimal points, the winning serial number will be rounded down to the lower whole serial number that results after the division. Participants of the winning serial number above ["Selected Participants"] will be notified by the Organiser or its agents via email and/or telephone. The Organiser will not be held liable in the event the Selected Participants cannot be contacted for whatever reasons after at least three [3] attempts by the Organiser or its agents. To qualify as a winner of the relevant prize category, the Selected Participants must correctly answer two [2] questions by the Organiser and submit a photocopy of their MyKad (front and back) together with their original physical POP receipt with matching invoice number to the

	<p>Organiser within five [5] working days of notification, via email to the email address provided in the said notification.</p> <p>Upon receiving the original POP and the copy of the MyKad from the Selected Participant, the Organiser or its agent will verify and identify the winner of the relevant prize category.</p>
Prizes Redemption	
1	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].
2	Failure to furnish, including non-receipt of the original POP receipt and/or MyKad photocopies within the prescribed deadline, for whatever reasons, will result in forfeiture of the prize. Proof of postage shall not constitute proof of receipt by the Organiser. The Organiser shall not be held responsible for any non-receipt of submissions to redeem the prize for any reason whatsoever. Forfeited prizes will not be replaced.
3	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.
4	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 and Responsibility	
1.	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 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.
2	All 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 participant.
3	The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorised 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 email or players on account of technical problems or traffic congestion on the Internet and/or websites.
4	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 NESTLÉ or KitKat® corporate website and in connection with this Contest, including without limitation any server failure, lost, delayed or corrupted data or other malfunction.
5	The Contest is provided on an “as is” basis and, except as otherwise prohibited by applicable law, the Organiser expressly disclaim any warranty of any kind, including, but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. The Organiser cannot guarantee and does not promise any specific results from use of the NESTLÉ or KitKat® Malaysia Facebook page. No advice or information, whether oral or written, obtained by you from us, or from or through the NESTLÉ or KitKat® Malaysia Facebook page shall create any warranty not expressly stated herein.
6.	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.
Rights of the Organiser	
1	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.
2	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.
3	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 or to be in violation of the Conditions of Access of the NESTLÉ or KitKat® corporate website. The Organiser reserves the right to terminate the NESTLÉ or KitKat® Malaysia Facebook page member account of any 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, the Contest submission process and/or the NESTLÉ or KitKat® Malaysia Facebook page.
Other Terms and 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 and Regulations without any prior notice, if required for the smooth running of the Contest.
3	This Rules & Regulations is prepared in English only.
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 these Contest Rules and Regulations, and the decisions of the Organiser.
Prohibited Content	
1.	Below is a partial list of content that is illegal or prohibited to be posted on the NESTLÉ or KitKat® Malaysia Facebook page. Posting of any of these contents by the participant may, in the Organiser's sole discretion, result in removal from the KitKat® Malaysia Facebook Fan Page apart from 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 but not limited to, removing the offending

	<p>communication from the KitKat® Malaysia Facebook page and NESTLÉ or KitKat® corporate website and reporting such violators to the appropriate legal authorities. Prohibited content includes, but is not limited to, contents which, in the Organiser's sole judgment:-</p> <ul style="list-style-type: none"> • is offensive to the online community, such as content that promotes racism, politically and/or religious agendas, whether provocative or otherwise, any form of seditious content, violence, foul language, bigotry, hatred or physical harm of any kind against any group or individual; • include food and/or ingredients that are insensitive and/or offensive to other religious practices and/or Nestlé's competitors' 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 forms of communication providing links for the transmission of computer viruses; • includes any information that [1] the participant knows is false or misleading, [2] promotes illegal and / or unlawful activities or conduct that is abusive, or threatening or [3] is indecent, vulgar or, obscene, in nature, or [4] scandalous, defamatory, or libellous; • constitutes or includes any illegal or unauthorised 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] copyrighted materials or links to copyrighted files.
--	---

Data Protection

1	<p>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.</p> <p>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.</p> <p>Under the Malaysian law, the Participant's rights include:</p> <p>[a] the right to withdraw their consent to the use of their personal detail at any time by contacting the Organiser at fbsupport@mediacliq.com and providing the Organiser with the Participant's name and email address so that the Organiser may remove it.</p> <p>[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].</p> <p>[c] the right to have incorrect personal data that the Organiser holds about the Participant corrected.</p> <p>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 fbsupport@mediacliq.com .</p> <p>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.</p> <p>To view the complete Privacy Notice, you may visit http://nestle.com.my/info/privacy_policy/privacy_bm (for the Bahasa Malaysia version) and</p>
---	---

	http://nestle.com.my/info/privacy_policy (for the English version).
--	--