



Nestlé®

Good food, Good life

**NESTLÉ HARVEST GOURMET #HGEATGOODCHALLENGE**

**2022 TERMS AND CONDITIONS**

**Schedule to Conditions of Entry**

<b>1. <u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966] ["the Organiser"].
<b>2. <u>Challenge:</u></b>	NESTLÉ HARVEST GOURMET #HGEATGOODCHALLENGE 2022. ["Challenge"].
<b>3. <u>Registration Period:</u></b>	The Challenge is open for registration from 00:00:00 on 9/11/2022 till 23:59:59 on 8/01/2023 ["Registration Period"]
<b>4. <u>Registration Deadline:</u></b>	Registrations for the Challenge participation must be received by the Organiser on or before the end of the Registration Period at 23:59:59 on 8/01/2023. All registrations received outside the Registration Period will be automatically disqualified.
<b>5. <u>Challenge Period:</u></b>	The Challenge will only commence and start at 00:00:00 on <b>10/12/2022</b> and closes at 23:59:59 on <b>8/01/2023</b> ["Challenge Period"]
<b>6. <u>Eligibility:</u></b>	The Challenge is open to all Malaysian citizens and permanent residents residing in Malaysia with a valid identification document, aged 18 years old and above as at the start of the Challenge Period. The Organiser shall reserve the right to request for evidence of identification documents.
<b>7. <u>Challenge Tasks:</u></b>	<p>The Challenge requires Participants to complete the following <b>TWO (2)</b> tasks ("Challenge Tasks") during the Challenge Period:</p> <ul style="list-style-type: none"><li>i) Participants must upload photos of at least 15 different sets of cooked meals incorporating use of HARVEST GOURMET plant-based products* as key ingredient ("HARVEST GOURMET Meals") onto the #HGEatGoodChallenge platform using the BookDoc App; AND</li><li>ii) Participants must complete and record and log at least 120,000 step count in the #HGEatGoodChallenge platform hosted on the BookDoc app.</li></ul> <p>* Note: HARVEST GOURMET plant-based products can be purchased from selected supermarkets or online stores listed in <a href="https://www.harvestgourmet.my/">https://www.harvestgourmet.my/</a></p>

**TASK 1: UPLOADING OF PHOTOS OF HARVEST GOURMET MEALS**

- i) The 15 photos uploaded may consist of either “home-cooked” **or** “F&B cooked” HARVEST GOURMET Meals
- ii) For photos depicting “home-cooked” HARVEST GOURMET Meals\*\*, **each** photo must:
- consist of a meal made with HARVEST GOURMET plant-based product as the key ingredient
  - show and display the product packaging of the HARVEST GOURMET plant-based product used to prepare the HARVEST GOURMET Meal;

\*\*Note: For suggested recipes, Participants may visit <https://www.harvestgourmet.my/>




- iii) For photos depicting “F&B cooked” HARVEST GOURMET Meals, **each** photo must:
- consist of a meal prepared and cooked by any of the participating F&B restaurants and partners listed in <https://www.harvestgourmet.my/>;
  - be uploaded with the correct ‘Restaurant Name’ and ‘Meal Name’ selected at the submission page section;
  - be uploaded together with the official receipt issued by the participating F&B restaurant or partner from which the “F&B cooked” HARVEST GOURMET Meal was ordered and purchased. The official receipt must be submitted via the ‘Receipt’ section;

**TASK 2: LOGGING OF 120,000 STEP COUNT**

- i) Complete and log a minimum total of 120,000 step count during the Challenge Period in the #HGEatGoodChallenge platform hosted on the BookDoc app.

<p><b>8. <u>Participation Method:</u></b></p>	<p>To take part in the Challenge, Participants are required to:</p> <ul style="list-style-type: none"> <li>i) Download the BookDoc Application (“BookDoc App”) and register for a BookDoc account.</li> </ul> <p><b>IMPORTANT NOTE:</b> Participants must ensure that their BookDoc account is synced to a compatible device or mobile app upon successful registration. Participants must check their device compatibility BEFORE registering for a BookDoc account.</p> <ul style="list-style-type: none"> <li>ii) Search for “NESTLÉ HARVEST GOURMET #HGEatGoodChallenge” in ‘Public’ under the “Challenges” page of the BookDoc App or click on the #HGEatGoodChallenge banner that appears on the BookDoc App home page, then click “Join Now”</li> <li>iii) Select “Free Entry” and provide/complete the required mandatory data including but not limited to the Participant’s full name, last name, NRIC number/ passport number, email, mobile number (“Required Details”) to sign-up</li> <li>iv) Complete the Challenge Tasks during the Challenge Period</li> </ul>
<p><b>9. <u>Challenge Requirements:</u></b></p>	<p>Participants must comply with the following requirements (“Challenge Requirements”):</p> <p><b><u>HARVEST GOURMET Meal photos</u></b></p> <ul style="list-style-type: none"> <li>• Each HARVEST GOURMET Meal photo can only be submitted <b>once</b>. The second submission of the same or duplicate photo will be rejected;</li> <li>• Only clear photo submissions depicting the HARVEST GOURMET Meal will be accepted. Blurry, illegible or poor-quality photos will be rejected;</li> <li>• The serving size of each HARVEST GOURMET Meal taken in the photo must consist of at least <b>one adult serving size</b> meal. (eg: one adult serving of HARVEST GOURMET Meal of Plant Based Nuggets must contain <b>5</b> pieces of nuggets as indicated at the packaging)</li> </ul> <p><b><u>LOGGING OF 120,000 Step Count</u></b></p> <ul style="list-style-type: none"> <li>• The fitness tracking device of the Participant must be linked to the BookDoc app to track the step count progress that will be displayed on the #HGEatGoodChallenge platform within BookDoc app. Step count progress that is not tracked using the BookDoc app and on the #HGEatGoodChallenge platform will strictly NOT be accounted for.</li> <li>• The step data on the Activ page of the BookDoc App must be ‘refreshed’ on a daily basis to ensure that the Participant’s daily step count progress is tracked and up to date.</li> <li>• In the event the steps are not refreshed, Participants risk losing steps throughout the Challenge Period. Participants may refer to the FAQ for</li> </ul>

	syncing and refreshing steps on the BookDoc app here - <a href="https://www.bookdoc.com/faqs/">https://www.bookdoc.com/faqs/</a>
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<p><b>10. Verification</b></p>	<p>The Organiser will carry out the following verification throughout and at the end of the Challenge Period:</p> <p><b><u>HARVEST GOURMET Meal photos</u></b></p> <ul style="list-style-type: none"> <li>• Submitted photos will be reviewed and verified within 3 working days from the date the photos are uploaded by the Participants</li> <li>• Participants will be able to view the verification status of submitted HARVEST GOURMET Meal photos: <ul style="list-style-type: none"> <li>-  (Green tick) = verified and accepted</li> <li>-  (Hourglass) = in the process of being verified</li> <li>-  (Red cross) = Rejected based on the stated reasons. Participants are to re-submit another photo.</li> </ul> </li> </ul> <p><b><u>LOGGING OF 120,000 Step Count</u></b></p> <ul style="list-style-type: none"> <li>• The fitness tracking device of the Participant must be linked to the BookDoc app to track the step count progress accurately</li> <li>• Step count progress that is not tracked using the BookDoc app and on the #HGEatGoodChallenge platform will strictly NOT be accounted for</li> <li>• Participants might be contacted by BookDoc should there be any issues or clarifications needed</li> </ul>
<p><b>11. <u>Challenge Completion Entitlements</u></b></p>	<p>Upon completion of <b>both</b> the Challenge Tasks with verification from the Organiser on the fulfillment of all the Challenge Requirements within the Challenge Period, Participants will be given the title “Challenge Finisher” and are entitled to:</p> <ul style="list-style-type: none"> <li>• One (1) NESTLÉ HARVEST GOURMET #HGEatGoodChallenge Gold Champion E-Medal</li> <li>• One (1) x NESTLÉ HARVEST GOURMET E-Voucher worth of RM30.00. (Limited to first 1,000 Challenge Finishers)</li> <li>• One (1) NESTLÉ REleaf E-Certificate <ul style="list-style-type: none"> <li>• Upon each participant’s completion of both the Challenge tasks, the Organiser will plant a tree under NESTLÉ REleaf.</li> </ul> </li> <li>• One (1) entry to take part in the Challenge Finishers’ lucky draw</li> </ul> <p>(collectively “Challenge Completion Entitlements”)</p> <p>The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to reset and or amend the Challenge Requirements.</p>

### 13. Weekly Prizes

In addition to the Challenge Completion Entitlements, Participants may also stand a chance to win a weekly prize during the Challenge Period.

The Challenge is divided into four [4] weekly periods as follows:

Week 1: 00:00:00, 10/12 – 23:59:59, 16/12/2022

Week 2: 00:00:00, 17/12 – 23:59:59, 23/12/2022

Week 3: 00:00:00, 24/12 – 23:59:59, 30/12/2022

Week 4: 00:00:00, 31/12/2022 – 23:59:59, 8/01/2023

(Each a “Challenge Week”)

Throughout the Challenge Period and at the end of each Challenge Week, the Organiser will tabulate the total number of HARVEST GOURMET meals completed by the Participants and the HARVEST GOURMET Meal photos uploaded onto the #HGEatGoodChallenge platform using the BookDoc App.

Participants who have completed the number of meals as per the table below and verified to have met the Challenge Requirements for HARVEST GOURMET Meal photos, will stand a chance to win a weekly prize:

Number of Verified Meals by Week	Week 1	Week 2	Week 3	Week 4
<b>Minimum Cumulative Total</b>	3 meals	7 meals	11 meals	15 meals

Example: Number of Meals in Week 4 will be the total sum of Verified Meals from Week 1 to Week 3, with addition of new meals submitted and verified in Week 4, to achieve the Minimum Cumulative Total of 15 Verified Meals.

Verified Meal photos will be categorised by the Organiser as “Qualified Entry” based on the following:

- Minimum Cumulative Total 3 Verified Meals = 1 Qualified Entry for Weekly Prize in Week 1
- Minimum Cumulative Total 7 Verified Meals = 1 Qualified Entry for Weekly Prize in Week 2
- Minimum Cumulative Total 11 Verified Meals = 1 Qualified Entry for Weekly Prize in Week 3
- Minimum Cumulative Total 15 Verified Meals = 1 Qualified Entry for Weekly Prize in Week 4

For each Challenge Week, the Organiser has allocated the following weekly prizes to be won:

- Five (5) sports vouchers worth RM300.00 **each**

A **total of** twenty (20) Sports Vouchers are to be won throughout the Challenge Period.

Each Participant is only entitled to only win **one** weekly prize throughout the Challenge Period.

### **Shortlisting of Weekly Prize Winner**

1. As part of the winner selection process, the Organiser will allocate a serial number to each Qualified Entry, after the end of each Challenge Week. A set of serial numbers will be allocated for all the Qualified Entries starting from serial number 1”.
2. The serial numbers allocated to each Qualified Entry will be added up to derive the total number of Qualified Entries [“Total Qualified Entries”].
3. Assuming that the total number of Qualified Entries is 5000, the Organiser will compute and select the finalists [“Finalist”] to win the prizes based on the following:

i. **Selection of one [1] Weekly Prize Winner:  $5000 \div 5 = 1000$ .**

**The Weekly Prize winners shortlisted are the 1000<sup>th</sup> serial numbered Qualified Entries. The following 4 participants with Qualified Entries bearing the following serial numbers will be selected: 2000<sup>th</sup>, 3000<sup>th</sup>, 4000<sup>th</sup> and 5000<sup>th</sup>**

[\*computation example: 1000,  $1000+1000 = 2000$ ].

The shortlisted weekly prize Finalists are the 1000<sup>th</sup>, 2000<sup>th</sup>, 3000<sup>th</sup>, 4000<sup>th</sup> and 5000<sup>th</sup> serial number Qualified Entries.

The shortlisted Weekly Prize Finalists will be contacted via the mobile numbers provided during Challenge registration. Each Finalist will be given [1] question to answer. The shortlisted Finalists must answer the question posted by the Organiser correctly in order to the Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event any of the shortlisted Finalists cannot be contacted for whatever reasons.

**11. Challenge  
Finishers Lucky  
Draw**

**Challenge Finishers Lucky Draw: How to Enter**

All Participants (including Weekly Prizes Winners) who have successfully completed **BOTH** the Challenge Tasks and successfully fulfilled the Challenge Requirements will be automatically qualified for the Challenge Finishers Lucky Draw entry at the end of the Challenge Period.

For the Challenge Finishers Lucy Draw, the Organiser has allocated the following prizes to be won:

- **Grand Prize:** One (1) Branded Smartwatch worth of RM3,800
- **1<sup>st</sup> Runner Up:** One (1) Branded Smartwatch worth of RM1,200
- **2nd Runner Up:** One (1) Branded Earphone worth of RM850

**Shortlisting of Grand Prize Winner**

1. As part of the winner selection process, the Organiser will allocate serial numbers for each Qualified Entry, after the Challenge ends [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".
2. The serial numbers allocated to each Qualified Entry will be added up to derive the total number of Qualified Entries ["Total Qualified Entries"].
3. Assuming that the Qualified Entries is 5000, the Organiser will compute and select the finalists ["Finalist"] to win the prizes based on the following:
  - i. **Selection of one [1] Grand Prize Finalists:  $5000 \div 3 = 1666.67$ .** Since dividing 5000 with 3 will result in a number with decimal value, the number 1666.7 will be rounded up to 1667. The number will be rounded to the nearest single digit number.

**The shortlisted Grand Prize Finalist is the 1667<sup>th</sup> serial number Qualified Entry.**

**Shortlisting of 1<sup>st</sup> Runner Up**

1. For Qualified Entries that have not won prizes in the Grand Prize draw will be accumulated and eligible for the 1st Runner Up draw. The Organiser will then allocate new serial numbers for remaining Qualified Entries. Assuming that the remaining Total Qualified Entries for the 1<sup>st</sup> Runner Up Prize draw is 4999 ( $5000 - 1 = 4999$ ), the Organiser will compute and select the finalists ["Finalist"] to win the prize based on the following:
  - i. **Selection of two [1] 1st Runner Up Prize Finalists:  $4999 \div 3 = 1666.3$**   
  
Since dividing 4999 with 3 will result in a number with decimal value, the number 1666.3 will be rounded up to 1666. The number will be rounded to the nearest single digit number.

**The shortlisted 1st Runner Up Finalist is the 1666<sup>th</sup> serial number Qualified Entry.**



### Shortlisting of 2nd Runner Up

1. For Qualified Entries that have not won any prizes in either the Grand Prize draw and 1st Runner Up draw will be accumulated and eligible for the to the 2nd Runner Up draw. The Organiser will then allocate new serial numbers for remaining Qualified Entries. Assuming that the remaining Total Qualified Entries for the 2<sup>nd</sup> Runner Up Prize draw is 4998 (5000 - 2 = 4998), the Organiser will compute and select the finalists ["Finalist"] to win the prize based on the following:
  - ii. Selection of 2nd Runner Up Prize Finalists:  $4997 \div 3 = 1665.7$  Since dividing 4997 with 3 will result in a number with decimal value, the number 1665.7 will be rounded up to 1666. The number will be rounded to the nearest single digit number.

**The shortlisted 2nd Runner Up Finalist is the 1666<sup>th</sup> serial number Qualified Entry.**

The shortlisted Grand Prize, 1<sup>st</sup> Runner Up and 2<sup>nd</sup> Runner Up Finalists will be contacted via the mobile numbers provided during Challenge registration. Each Finalist will be given [1] question to answer. The shortlisted Finalists must answer the question posted by the Organiser correctly in order to the Prizes. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated will result in the Prize being forfeited. The Organiser will not be held liable in the event any of the shortlisted Finalists cannot be contacted for whatever reasons.

**12. Additional Terms:**

- a) Use of the BookDoc account and application by the Participants are strictly subject to the terms and conditions of BookDoc
- b) All Participants must abide by the terms and conditions of the party[ies] arranging and/or providing for the Prize[s] and the terms and conditions attached to the Prize[s], if any
- c) All winner announcements will be made on NESTLÉ HARVEST GOURMET official Facebook/Instagram page. Weekly winner announcements will be made one week after each Challenge week whereas other winner announcements will be made two weeks after the end of the Challenge Period.

All prizes including weekly prizes and entitlements will be delivered to the winners within six – eight weeks after the end of the Challenge Period to the address provided by the winners. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.

- d) All unclaimed/undelivered prizes after the deadline stipulated by the Organiser will be forfeited.
- e) The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available at any time without prior notice. All Prizes[s] are provided on an “as is” basis and are not exchangeable for credit, other items or voucher in part or in full.
- f) The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to disqualify, cancel, terminate or suspend the participant in whole or in part in the event of any violation to the Challenge’s Terms and Conditions.

This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at <http://www.dearnestle.com.my> collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Challenge (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

By participating in the Challenge , you have read and agreed to the **Terms and Conditions** and the processing of your Personal Data in the **Privacy Notice**.

Consumer Services Contact No.: 1800 88 3433

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## **Conditions of Entry**

### **1. Introduction**

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between these conditions of entry and the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the “Terms and Conditions”. Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.

1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Challenge Period, make Prize substitutions, cancel, terminate or suspend the Challenge in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Challenge will constitute their acceptance of the Terms and Conditions (as changed).

1.3 The Organiser's decision on all matters relating to the Challenge including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

#### **1.4 Challenge Entries**

1.5 By submitting an entry to the Challenge, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.

1.6 All costs and expenses incurred and/or arising from the participation in the Challenge, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Challenge shall be borne by the Participant.

2.4 Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. 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 our telecommunications 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.

### **2. Eligibility A**

2.1 The Organiser may require a Participant to provide proof of eligibility to participate in the Challenge including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

### **3. Eligibility B**

The following groups of persons shall be eligible to participate in the Challenge:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Challenge and their immediate families (spouse, children, parents, siblings, and their spouses).

### **4. Disqualification**

4.1 The following entries will be disqualified:

- (a) registration that violate the Terms and Conditions, any applicable laws and/or regulations; and/or
- (b) unclear, incomplete, duplicate, copies, illegible or incorrect registration

- 4.2 In addition, the Organiser reserves the right to disqualify any Participant that:
- (a) undermines, has or attempted to undermine the operation of the Challenge by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Challenge for verification by Organiser when requested.
- 4.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

## **5. Prizes**

- 5.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 5.2 The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 5.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 5.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent sponsor or third party providing the Prize.

### **(a) Tickets to an Event:**

The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.

### **(b) Travel/Holiday Prizes:**

If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

- 5.5 Prize(s) are given out on an "as it is" basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 5.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 5.7 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

## **6. Publicity**

The Organiser may use a Participant's entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Challenge (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Challenge of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

## **7. Intellectual Property Rights**

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Challenge and any derivative works arising there from will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

## **8. Indemnity**

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Nestlé Malaysia Group"), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant's participation in the Challenge, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Challenge or violation of the Terms and Conditions,

## **9. Limitation of Liability**

9.1 The Participant's participation in the Challenge shall be at the Participant's own risk.

9.2 The Organiser, Nestlé Malaysia Group, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Challenge, as well as the redemption and/or utilisation of any Prize won.

## **10. General**

10.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Challenge and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

10.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Challenge materials) in connection with this Challenge, in particular that relates to the Prize, are the properties of their respective owners. This Challenge and the Organiser are not affiliated with,

or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies

- 10.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
- 10.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Challenge.
- 10.5 Where the Terms and Conditions of the Challenge is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 10.6 The Terms and Conditions of the Challenge shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **11. Privacy Notice**

- 11.1 By participating in the Challenge, the Participant agrees to the processing of the participant's Personal Data by the Organiser in accordance with the Privacy Notice in [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice) .
- 11.2 Dengan menyertai Kempen, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice) .