



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966) (“the Organiser”)
2. <u>Promotion:</u>	PROGRAM NANKID OPTIPRO® BELI & TEBUS 2025 (“Promotion”).
3. <u>Promotion Period:</u>	The Promotion starts at 00:00:00 on 01/03/2025 (MYT) and closes at 23:59:59 on 31/05/2025 (MYT).
4. <u>Eligibility:</u>	The Promotion is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Promotion Period, and with a valid identification document and residential address in Malaysia. The Organiser shall reserve the right to request for evidence of identification documents.
5. <u>Participating Outlets and Exclusive AEON Outlet Contest:</u>	<p>a. The Promotion is available nationwide.</p> <p>b. Participants with purchases from any AEON instore outlets during the Promotion Period will also stand a chance to win additional Exclusive AEON Outlet Contest Prizes. Please refer to clause 11 and clause 12.</p>
6. <u>Participating Products:</u>	<p>The participating products are as per listed below (“Products”):</p> <p>a. NANKID OPTIPRO® 3 (1.2kg)</p> <p>b. NANKID OPTIPRO® 4 (1.2kg)</p> <p>c. NANKID OPTIPRO® HA® 3 (800g)</p> <p>IMPORTANT NOTICE: We believe that breastfeeding is the best nutritional start for babies and we fully support World Health Organizations recommendation of exclusive breastfeeding for the first six months of life followed by the introduction of adequate nutritious complementary foods, along with continued breastfeeding up to two years of age. NANKID OPTIPRO® 3, NANKID OPTIPRO® 4 and NANKID® OPTIPRO® HA® 3 are not breastmilk substitutes. We recommend that you speak to your healthcare professional about how to feed your child and seek advice on when to introduce this product.</p>
7. <u>Participation Method:</u>	<p>a. To participate in the Promotion, purchase any Products in a single original receipt from instore Outlets (“Receipt”) and/or invoice screenshot from any online platform (“Invoice”) during the Promotion Period.</p> <p>b. <u>Instore Outlets Receipt:</u></p> <p>i. The Receipt can come in the form of printed receipts from point-of-sale systems and/or hand-written receipts for instore outlet purchases. The</p>

	<p>Receipt must bear the name and/or logo of the outlet at which the purchase was made. If this is not available, the Receipt needs to be stamped with the official company's stamp of the outlet at which the purchase is made.</p> <p>ii. The Receipt must also bear the date of purchase, Products purchased, Products purchase amount, Receipt number ("Receipt Details").</p> <p>c. <u>Online Merchants Invoice:</u></p> <p>i. The Invoice can be in the form of a screenshot of invoice for online purchases from any online merchants. The Invoice must bear the name and/or logo of the online merchant at which the online purchase was made.</p> <p>ii. The Invoice must also bear the date of purchase, Products quantity purchased, purchase amount and invoice number ("Invoice Details").</p> <p>d. The Promotion submission method is via the Promotion Website only. All other methods of submission will be disqualified. Participants may submit as many Receipts and/or Invoices ("Proof of Purchase") as they wish but each Proof of Purchase is ONLY eligible to one (1) Website entry submission. The Organiser shall reserve the right to disqualify any Proof of Purchase with incomplete details and/or reprinted, duplicated, illegible, unclear and/or damaged Proof of Purchase without further notification to the Participants.</p> <p>e. <u>Entries submission via Website:</u></p> <p>i. Visit the Promotion Website at: https://nestlemalaysia.qualifioapp.com/quiz/1470420_2862/nankid-beli-tebus.html or scan the QR code shown on the communication materials. Select the relevant redemption item (Tier 1 or Tier 2 as detailed in paragraph 8 below) on the landing page and complete the Web Form.</p> <p>ii. Fill in all the required personal details ("Personal Details") on the Web Form including a Malaysian registered mobile number compatible with WhatsApp for further communication).</p> <p>iii. Snap one (1) clear and legible picture/image in jpg or jpeg or png format ("Image") of the Proof of Purchase with the required details.</p> <p>iv. One (1) Image must contain a picture of one (1) Proof of Purchase and the Image file size must be less than 5MB.</p> <p>v. Upload the Image on the Web Form and click 'submit' ("Entry").</p> <p>vi. The Organiser will send an auto-reply acknowledgment message for each Entry received.</p> <p>f. The Organiser will extract all Entries received for further processing, verification and qualifying. The Organiser shall reserve the right to disqualify any Entries with incomplete Personal Details, unclear and/or illegible Images and/or duplicate and/or containing more than one (1) Proof of Purchase. All Entries will be checked for duplicates based on the Participant's full name, ID number and mobile number submitted. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p>
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	<p>g. The Organiser shall reserve the right to request for evidence of the original and/or hardcopy Proof of Purchase for verification and prize redemption. Failure to produce the original Proof of Purchase upon request will result in disqualification and forfeiture.</p>												
<p>8. <u>Redemption Tiers:</u></p>	<p>a. The Promotion is divided into two (2) tiers and each participant (by unique Name and ID number) may throughout the promotion period redeem a maximum of two (2) Touch 'n Go eWallet Reload PINs (combined Tier 1 & Tier 2).</p> <p>b. Participants may redeem only one (1) Redemption Item from either Tier 1 or Tier 2 for every Entry submitted.</p> <p>c. These redemptions can be made from any combination of the available tiers, as shown in the table below:</p> <table border="1" data-bbox="411 797 1465 1256"> <thead> <tr> <th data-bbox="411 797 539 931">TIERS</th> <th data-bbox="539 797 1066 931">Participating Products (purchased in a single receipt)</th> <th data-bbox="1066 797 1233 931">Quantity</th> <th data-bbox="1233 797 1465 931">Redemption Item</th> </tr> </thead> <tbody> <tr> <td data-bbox="411 931 539 1093"><u>TIER 1</u></td> <td data-bbox="539 931 1066 1093">NANKID OPTIPRO® 3 [1.2kg/1.3kg] or NANKID OPTIPRO® 4 [1.2kg/1.3kg] or NANKID OPTIPRO® HA® 3 [800g]</td> <td data-bbox="1066 931 1233 1093">two (2) pack/tin</td> <td data-bbox="1233 931 1465 1093">RM20 Touch 'n Go eWallet Reload PIN</td> </tr> <tr> <td data-bbox="411 1093 539 1256"><u>TIER 2</u></td> <td data-bbox="539 1093 1066 1256">NANKID OPTIPRO® 3 [1.2kg/1.3kg] or NANKID OPTIPRO® 4 [1.2kg/1.3kg] or NANKID OPTIPRO® HA® 3 [800g]</td> <td data-bbox="1066 1093 1233 1256">three (3) pack/tin</td> <td data-bbox="1233 1093 1465 1256">RM35 Touch 'n Go eWallet Reload PIN</td> </tr> </tbody> </table> <p>d. For every Entry, the Organiser will allocate one (1) Redemption Item of either Tier 1 or Tier 2 according to the product quantity purchased as stated in the Proof of Purchase submitted and as per the selected redemption tier for the entry. Any balance purchase of the Participating Product shall be forfeited once the maximum Redemption Item per Proof of Purchase has been allocated. For example:</p> <ol style="list-style-type: none"> i. Where the Participant purchases of two (2) packs of NANKID OPTIPRO® 3 [1.2kg] and selects a Tier 1 redemption, the Organiser will allocate one (1) RM20 Touch 'n Go eWallet Reload PIN for the Participant. ii. Where the Participant purchases of five (5) packs of NANKID OPTIPRO® 3 [1.2kg] and selects a Tier 2 redemption, the Organiser will allocate one (1) RM35 Touch 'n Go eWallet Reload PIN for the Participant. <p>e. The TIER 1 Redemption is limited to three hundred (300) RM20 Touch 'n Go eWallet Reload PINs throughout the Promotion Period. In the event the total of three hundred (300) RM20 Touch 'n Go eWallet Reload PINs are completely redeemed, the Organiser will update the status in the Promotion Website.</p>	TIERS	Participating Products (purchased in a single receipt)	Quantity	Redemption Item	<u>TIER 1</u>	NANKID OPTIPRO® 3 [1.2kg/1.3kg] or NANKID OPTIPRO® 4 [1.2kg/1.3kg] or NANKID OPTIPRO® HA® 3 [800g]	two (2) pack/tin	RM20 Touch 'n Go eWallet Reload PIN	<u>TIER 2</u>	NANKID OPTIPRO® 3 [1.2kg/1.3kg] or NANKID OPTIPRO® 4 [1.2kg/1.3kg] or NANKID OPTIPRO® HA® 3 [800g]	three (3) pack/tin	RM35 Touch 'n Go eWallet Reload PIN
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<u>TIER 2</u>	NANKID OPTIPRO® 3 [1.2kg/1.3kg] or NANKID OPTIPRO® 4 [1.2kg/1.3kg] or NANKID OPTIPRO® HA® 3 [800g]	three (3) pack/tin	RM35 Touch 'n Go eWallet Reload PIN										

	<p>f. The TIER 2 Redemption is limited to one thousand (1000) RM35 Touch ‘n Go eWallet Reload PINs throughout the Promotion Period. In the event the total of one thousand (1000) RM35 Touch ‘n Go eWallet Reload PINs are completely redeemed, the Organiser will update the status in the Promotion Website.</p> <p>g. In the event the total of each Tier Redemptions is completely redeemed, the Organiser will update the status in the Promotion Website and will no longer accept any Entries for Redemption of Touch ‘n Go eWallet Reload PINs. For the avoidance of doubt, Participants with purchases from the Exclusive AEON Outlet may still submit their Entries to stand a chance to win additional prizes in the Exclusive AEON Outlet Contest as detailed in clause 11.</p>
<p>9. <u>Entry Deadline:</u></p>	<p>All Entries must be received by the Organiser on or before the closing date of the Promotion. All Entries received outside the Promotion Period will be automatically disqualified.</p>
<p>10. <u>Redemption Fulfilment:</u></p>	<p>a. The Organiser’s Service Provider will send the Touch ‘n Go eWallet Reload PIN code[s] to all verified and successful Participants via WhatsApp from 6018 322 8831 [the Organiser’s Agency – Omniteam Sdn Bhd] to the mobile numbers from which the Organiser received in the Form <u>within seven (7) working days</u>. The Organiser will not be held liable in the event the Participants cannot be contacted for whatever reasons.</p> <p>b. All unclaimed Touch ‘n Go eWallet Reload PIN code[s] after 31/07/2025 will be forfeited.</p>
<p>11. <u>Exclusive AEON Outlet Contest Prizes:</u></p>	<p>a. All Participants with purchases from any AEON Outlet will be eligible to win one (1) Exclusive AEON Outlet Contest Prize.</p> <p>b. There is a total of five (5) Exclusive AEON Outlet Contest Prizes in the form of one (1) Gold Bangle (Yellow Gold 916) worth RM2,000 each to be won at the end of the Promotion Period. <i>*The value of the Gold Bangle is correct at the time of printing. The gold value is according to the current gold price. A certificate of authenticity will be included on the packaging.</i></p>
<p>12. <u>Judging Details – Exclusive AEON Outlet Contest Prizes:</u></p>	<p>a. During the finalist’s selection process, the Organiser will allocate serial numbers according to the Redemption Tiers selected.</p> <p>i. For every Tier 1 Redemption selected , the Organiser will allocate two (2) serial numbers.</p> <p>ii. For every Tier 2 Redemption selected , the Organiser will allocate three (3) serial numbers.</p> <p>b. A set of serial numbers will be allocated for the Entries starting from serial number “1”.</p>

- c. For example, assuming the total AEON Outlet Entries received at the end of the Promotion Period is 503 the Organiser will compute and select the finalists based on the following:
- i. **Selection of five (5) Exclusive AEON Outlet Contest Prize Finalists: $503 \div 5 = 100.60$.** Since dividing 503 with 5 will result in a number with decimal value, the number 100.60 will be rounded down to 100. The following 5 Participants with AEON Outlet Entries bearing the following serial numbers will be selected: 100*, 200*, 300*, 400 and 500 (*computation example: 100, $100+100=200$, $200+100=300$).
- d. The Organiser will contact all selected finalists via WhatsApp from 6018 322 8831 [the Organiser's Agency – Omniteam Sdn Bhd] to the mobile number from which the Organiser received in the Entries. Each selected finalists will be given one (1) question to answer. The selected finalists must answer the question posted by the Organiser correctly within 48 hours of receiving the question in order to win 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 the selected finalists cannot be contacted for whatever reasons. The Organiser reserves the right to select another Finalist at the Organiser's discretion in the event that the initial selected Finalist cannot be contacted or failed to answer the question correctly within the time stated. The Finalist who answers the question correctly within the time stated will be considered a Winner.
- e. Each Winner may throughout the Promotion Period win only one (1) Exclusive AEON Outlet Contest Prize.
- f. Winners Result Ad will be available at: https://nestlemalaysia.qualifioapp.com/quiz/1470420_2862/nankid-beli-tebus.html within six (6) – eight (8) weeks from the closing date of the Promotion and will be contacted via WhatsApp.
- g. All Exclusive AEON Outlet Contest Prize Winners must provide their required and personal details to the Organiser for prizes fulfilment, without which the Organiser may not be able to fulfill such prizes. The Organiser reserves the rights to forfeit their Prizes if the Winners fail to provide their full details upon request. The Organiser reserves the right to disqualify any Entry or Prize if a Participant or Winner's personal details (including full name, identification number and mobile number) are found at any time to be inaccurate or wrong.
- h. The Organiser reserves the right to request for submission of the photocopy of identification document and the original hardcopy Proof of Purchase as per Image received in the Qualified Entry from the Winner for verification prior to Prizes fulfilment. Failure to submit upon request will result in disqualification and forfeiture. Upon verification, the Organiser reserves the right to forfeit their

	<p>Prizes if the Organiser suspects that the alleged Winner submitted a Proof of Purchase which is re-printed, forged, falsified or is issued over Products which had not been purchased.</p> <ul style="list-style-type: none"> i. All Exclusive AEON Outlet Contest Prize Winners will receive a Winners' acknowledgment letter within six (6) to eight (8) weeks from the closing date of the Promotion to the addresses provided by the Winners. Winners are required to collect their Prize at a selected outlet or agency office as stated in the Winners' acknowledgement letter. The Organiser will endeavour to select the closest collection outlet to the addresses provided by the Winners. j. All unclaimed Prizes after the deadline set by the Organiser in the winners' notification for Prize collection will be forfeited. The Organiser reserves the right to substitute any Prize for an alternative of equal or greater value. k. All Winners must abide by the terms and conditions of the party(ies) arranging and/or providing for the Prizes and the terms and conditions attached, if any. l. 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.
<p>13. <u>Additional Terms:</u></p>	<ul style="list-style-type: none"> b. The Organiser will not be held responsible if any of the Touch 'n Go eWallet Reload PIN codes cannot be delivered to the Participants due to any change, error and/or difference in the mobile number submitted to the Organiser in the Entry. c. The Organiser reserves the right at its absolute discretion to extend the timeline as the Organiser deems necessary. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the Touch 'n Go eWallet Reload PIN(s) to the Participant(s). d. All Participants must abide by the terms and conditions of the party(ies) arranging and/or providing for the Touch 'n Go eWallet Reload PIN(s). Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms & Conditions; https://www.touchngo.com.my/assets/pdf/user-tnc.pdf. e. The Organiser shall reserve the right at its absolute discretion to substitute any of the Touch 'n Go eWallet Reload PIN(s) stated with another premium of similar value, at any time without prior notice. All Touch 'n Go eWallet Reload PIN(s) are provided on an "as is" basis and are not exchangeable for credit, other items or voucher in part or in full.

	<p>f. All unclaimed Touch ‘n Go eWallet Reload PIN after the deadline set by the Organiser as stated in the WhatsApp messages will be forfeited.</p> <p>g. The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Promotion or prizes or due to any other unforeseen circumstances beyond the Organizer’s control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors.</p>
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*This **Schedule to Conditions of Entry** must be read together with the **Conditions of Entry and Privacy Notice** available at: https://nestlemalaysia.qualifioapp.com/quiz/1470420_2862/nankid-beli-tebus.html, collectively “Terms and Conditions” and shall be binding on all participants (and the parent/legal guardian of the participant, in the case of a minor participant) who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).*

B. Conditions of Entry

1. Introduction

- 1.1 These conditions of entry must be read together with the Schedule to Conditions of Entry, collectively “Terms and Conditions”, and shall be binding on all Participants (and the parent/legal guardian of the Participant, in the case of a minor Participant) who participate in this Promotion (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”). To the extent that there is any inconsistency between these conditions of entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. 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 Promotion Period, make Gifts substitutions, cancel, terminate or suspend the Promotion in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Promotion will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Promotion including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Promotion Entries

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

2.2 All costs and expenses incurred and/or arising from the participation in the Promotion, 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 Promotion shall be borne by the Participant.

2.3 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.

3. Eligibility A

3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Promotion and submitting any personal information.

3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Promotion 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.

4. Eligibility B

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

- (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 Promotion and their immediate families (spouse, children, parents, siblings, and their spouses).

5. Disqualification

5.1 The following entries will be disqualified:

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

5.2 In addition, the Organiser reserves the right to disqualify any Participant that:

- (a) undermines, has or attempted to undermine the operation of the Promotion by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Promotion for verification by Organiser when requested.

5.3 In the event of a disqualification after a Gift has been awarded, the Organiser reserves the right to demand for the return of the Gift or payment of its value from the disqualified Participant.

6. Gifts

- 6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Gifts in accordance with the Gift Claim/Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Gifts will be dealt with.
- 6.2 Gifts are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Gift shall be the responsibility of the Winner.
- 6.4 All Gifts must be taken according to the terms and conditions of the Organiser, its agents, sponsor or third party providing the Gift.
- (a) **Tickets to an Event:**
The Organiser is not liable for any cancellation or re-scheduling that may prevent a Gift fulfilment. Tickets can only be used on the date(s) specified on the ticket.
- (b) **Travel/Holiday Gifts:**
If travel is offered as a Gift, flights and accommodation are subject to availability at time of booking. The Gift 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.
- 6.5 Gift(s) are given out on an “as it is” basis. The Gift shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Gift to the fullest extent permitted by law.
- 6.6 Gifts must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of 18 years of age and is declared a Gift winner, the Participant must be accompanied by their parent/legal guardian throughout the Gift fulfilment.
- 7. 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 Promotion (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and promotion 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.
- 8. 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 Promotion and any

derivative works arising therefrom 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.

9. 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 Promotion, acceptance of any Gift, and/or the use of the Participant’s entry and/or likeness in connection with the Promotion or violation of the Terms and Conditions,

10. Limitation of Liability

10.1 The Participant’s participation in the Promotion shall be at the Participant’s own risk.

10.2 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 Promotion, as well as the redemption and/or utilisation of any Gift won.

11. General

11.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Promotion 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.

11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Promotion, in particular that relates to the Gift, are the properties of their respective owners. This Promotion 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.

11.3 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.

11.4 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 Promotion.

11.5 Where the Terms and Conditions of the Promotion 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.

11.6 The Terms and Conditions of the Promotion shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

12.1 By participating in the Promotion, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in https://www.nestle.com.my/info/privacy_notice.

12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di https://www.nestle.com.my/info/privacy_policy/privacy_bm.