

Sampling Campaign of Nestlé NUTREN[®] Optimum

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	<i>Nestlé Products Sdn. Bhd. [19790 1000 966]</i>
Campaign	Sampling Campaign of Nestlé NUTREN [®] Optimum
Campaign Samples	1 (one) unit of Nestlé NUTREN [®] Optimum Sampling Kit
Campaign Period	The Campaign starts at 12:00AM on 16 th April 2020 and ends at 11:59PM on 31 st December 2021.
Eligibility	The Campaign is open to legal residents of Malaysia aged 18 years and above as at the start of the Campaign Period.
Entry Method	To receive a NUTREN [®] Optimum from the Organiser, you will need to: <ol style="list-style-type: none"> 1. Fill up the sample request form from the Organiser's "Nestlé Health Science Malaysia" website at https://www.nestlehealthscience.com/form/free-sample-request- 2. Tick the boxes indicating your understanding and acceptance of these Terms and Conditions as well as the Organiser's Privacy Policy 3. Click "Submit"
Entry Deadline	All forms must be received by the Organiser on or before 31st December 2021/11:59PM.
Redemption Conditions	<ol style="list-style-type: none"> 1. There are a total of THREE thousand (3,000) Nestlé NUTREN[®] Optimum Sampling Kit available for redemption during the Campaign Period; 2. Each household is only entitled to redeem one (1) Nestlé NUTREN[®] Optimum Sampling Kit throughout the Campaign Period.

Delivery Date	<ol style="list-style-type: none"><li data-bbox="619 147 1310 297">1. The Nestlé NUTREN[®] Optimum Sampling Kit will be delivered to the mailing address provided by the new subscriber within four (4) to six (6) weeks after the end date of the Campaign.<li data-bbox="619 342 1310 409">2. All deliveries will only be processed during working days.
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*This **Schedule to Conditions of Entry** must be read together with the **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 Campaign (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).*

B: 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 the Conditions of Entry and the Schedule to Conditions of Entry, 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 Campaign Period, make Campaign sample substitutions, cancel, terminate or suspend the Campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Campaign will constitute their acceptance of the Terms and Conditions (as changed).

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

2. Campaign Entries

2.1 By submitting an entry to the Campaign, 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 Campaign, 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 Campaign 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.

3. Eligibility

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 Campaign and submitting any personal information.

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

The following groups of persons shall not be eligible to participate in the Campaign:

- (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 Campaign 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 Campaign by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Campaign for verification by Organiser when requested.

6. Campaign Samples

6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Nestlé NUTREN[®] Optimum Sampling Kit in accordance with the Delivery Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Nestlé NUTREN[®] Optimum will be dealt with.

6.2 The Nestlé NUTREN[®] Optimum Sampling Kit 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 Prize shall be the responsibility of the Winner.

6.4 The Nestlé NUTREN[®] Optimum Sampling Kit are given out on an "as it is" basis and shall be consumed/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Nestlé NUTREN[®] Optimum Sampling Kit to the fullest extent permitted by law.

6.6 All Nestlé NUTREN[®] Optimum Sampling Kit must be received/claimed in person unless the Organiser prescribes other modes of collection.

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 Campaign (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 Campaign 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 Campaign, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Campaign or violation of the Terms and Conditions,

10. Limitation of Liability

10.1 The Participant's participation in the Campaign and any consumption by the Participant of the **Sampling Campaign of Nestlé NUTREN[®] Optimum** 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 Campaign, as well as the redemption and/or utilisation of any Nestlé NUTREN[®] Optimum Sampling Kit.

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 Campaign 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 Campaign, in particular that relates to the Prize, are the properties of their respective owners. This Campaign 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 Campaign.
- 11.5 Where the Terms and Conditions of the Campaign 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 Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the **Sampling Campaign of Nestlé NUTREN[®] Optimum Sachets**, you consent for Nestlé Products Sdn. Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Nestlé Malaysia Group") and service providers, agents and contractors who provide administrative and business support to us and act on our behalf ("Authorised Third Parties") (collectively "Organiser", "us", "we" or "our") to process your personal information provided in the online registration form for purposes of the **Sampling Campaign of Nestlé NUTREN[®] Optimum Sachets**. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.
- 12.2 We may also use your personal information for purposes of sending to you marketing and promotional information or materials about our products and/or services, samples, contacting you for feedback on our products, surveys and any promotions, events or contests organised by us.
- 12.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 12.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.

12.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at <https://www.nestlehealthscience.my/info/privacy-policy>.

12.6 The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our privacy policy at <https://www.nestlehealthscience.my/info/privacy-policy>.

12.7 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.

All your written requests or queries should be addressed to:

- Contact: Personal Data Protection Officer
- 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 us : 1-800-88-3433

12.8 Please note the Organiser requires your personal information in order to process your participation in the **Sampling Campaign of NUTREN[®] Optimum Sachets** without which we will not be able to process your application.

12.9 For a more detailed description of our privacy practices, please refer to our Privacy Policy at <https://www.nestlehealthscience.my/info/privacy-policy>. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.