



## TERMS AND CONDITIONS

### A. Schedule to Conditions of Entry

1. <b><u>Organiser:</u></b>	Wyeth Nutrition (Malaysia) Sdn. Bhd. (199301002691)
2. <b><u>Contest:</u></b>	WYETH NUTRITION ENERCAL PLUS BUY & WIN CONTEST.
3. <b><u>Contest Period:</u></b>	The Contest starts at 00:00:00 on 16/09/2023 and closes at 23:59:59 on 30/11/2023.
4. <b><u>Eligibility:</u></b>	The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest 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. <b><u>Participating Outlets:</u></b>	<p>a. For a complete list of participating pharmaceutical outlets (“Outlets”) please visit the Contest Website at: <a href="https://wyethnutrition.com.my/campaigns/Enercal-Plus-Buy-Win">https://wyethnutrition.com.my/campaigns/Enercal-Plus-Buy-Win</a> and Enercal Plus Facebook Page at: <a href="https://www.facebook.com/EnercalPlusMY/">https://www.facebook.com/EnercalPlusMY/</a>.</p> <p>b. The Outlets list will be updated periodically. Participants are advised to refer to the list as often as possible for the latest update. All Outlets will display the Contest merchandising material at their premises throughout the Contest Period.</p>
6. <b><u>Entry Method:</u></b>	<p>a. To participate in the Contest, purchase a minimum of 2 (two) units of Enercal Plus 900g in a single original receipt from any Outlets during the Contest Period (“Receipt”).</p> <p>b. The Receipt can come in the form of printed Receipts from the Outlets point-of-sale systems. The Receipt must bear the name and/or logo of the Outlet at which the purchase was made and the date of purchase, products purchased, products purchase amount and Receipt number (“Receipt Details”).</p> <p>c. The Contest participation method is via submission through Contest Website only. Participants may submit as many Receipts as they wish but <b>each unique Receipt is ONLY eligible for 1 (one) entry submission and each entry submission will be allocated serial number(s)</b>. The Organiser shall reserve the right to disqualify any entry submission with Receipt that has incomplete details, reprinted, duplicated, illegible, unclear and damage. All Receipts that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p>

	<p>d. The Organiser will allocate serial number(s) to each qualified entry submitted according to the quantity purchase (subject to minimum purchase per Clause 6.a. above) as stated in the Receipt submitted (“Qualified Entry”). For every 2 (two) units of Enercal Plus 900g, the Organiser will allocate 1 (one) serial number.</p> <p><u>For example:</u></p> <ul style="list-style-type: none"> <li>- If you purchase 2 (two) units of Enercal Plus 900g in a single Receipt during the Contest Period, the Organiser will allocate 1 (one) serial number.</li> <li>- If you purchase 5 (five) units of Enercal Plus 900g in a single Receipt during the Contest Period, the Organiser will allocate 2 (two) serial numbers.</li> </ul> <p>e. <u>Entries submission steps via Contest Website:</u></p> <ol style="list-style-type: none"> <li>i. Visit the Contest Website at: <a href="https://wyethnutrition.com.my/campaigns/Enercal-Plus-Buy-Win">https://wyethnutrition.com.my/campaigns/Enercal-Plus-Buy-Win</a> or scan the QR code shown on the communication materials at the Outlets and complete the web form.</li> <li>ii. Fill in all the required personal details including a Malaysian registered mobile number compatible with WhatsApp for further communication (“Personal Details”).</li> <li>iii. Snap 1 (one) clear and legible image in jpg or jpeg or png format of the Receipt with the required details (“Image”).</li> <li>iv. 1 (One) Image must contain a picture of 1 (one) Receipt and the Image file size must be less than 5MB.</li> <li>v. Upload the Image on the web form and click ‘submit’ (“Entry”).</li> <li>vi. The Organiser will reply with an auto-reply acknowledgment message for each Entry received.</li> </ol> <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 containing more than 1 (one) Receipt Image. All Entries that do not meet the requirements stated herein shall be disqualified by the Organiser without further notification to the Participants.</p> <p>g. The Organiser shall reserve the right to request for evidence of the original hardcopy Receipt for verification and prize redemption. Failure to produce the original hardcopy Receipt upon request will result in disqualification and forfeiture for the Participant.</p>
<p>7. <b><u>Entry Deadline:</u></b></p>	<p>All Entries must be received by the Organiser within the Contest Period. All Entries received outside the Contest Period will be automatically disqualified.</p>
<p>8. <b><u>Prizes:</u></b></p>	<p>a. There is a total of 13 (thirteen) Prizes to be won at the end of the Contest Period. The Prizes consist of:</p> <ol style="list-style-type: none"> <li>i. 3 (Three) Grand Prizes in the form of 1 (one) RM650 Travel Vouchers each.</li> <li>ii. 10 (Ten) Consolation Prizes in the form of 1 (one) RM150 Touch ‘n Go eWallet Reload PIN each.</li> </ol>

<p>9. <b><u>Judging Details – Prizes:</u></b></p>	<p>a. As part of the Prize finalists selection process, the Organiser will allocate serial numbers for each Qualified Entry received throughout the Contest Period. A set of serial numbers will be allocated for the Qualified Entries starting from serial number “1”.</p> <p>b. The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries (“Total Qualified Entries”). Assuming that the Total Qualified Entries is <b>3005</b>, the Organiser will compute and select based on the following example:</p> <p>i. <b>Selection of 3 (three) Grand Prize Finalists: <math>3005 \div 3 = 1001.67</math>.</b> Since dividing 3005 with 3 will result in a number with decimal value, the number 1001.67 will be rounded down without decimal to <b>1001</b>. The following 3 Participants with Qualified Entries bearing the following serial numbers will be selected: 1001*, 2002* and 3003 (*computation example: <b>1001</b>, <math>1001+1001=2002</math>, <math>2002+1001=3003</math>).</p> <p>ii. <b>Selection of 10 (ten) Consolation Prize Finalists: <math>3005 \div 10 = 300.50</math>.</b> Since dividing 3005 with 10 will result in a number with decimal value, the number 300.50 will be rounded down without decimal to <b>300</b>. The following 10 Participants with Qualified Entries bearing the following serial numbers will be selected: 300*, 600*, 900*, 1200, 1500 and so forth (*computation example: <b>300</b>, <math>300+300=600</math>, <math>600+300=900</math>).</p> <p>c. The Organiser will contact all selected Finalists via the Contest Official WhatsApp Number <b>6018 322 1788</b> to the Finalist’s mobile number from which the Organiser received in the Qualified Entries. Each selected Finalist will be given 1 (one) question by the Organiser to answer via WhatsApp above. The selected Finalist must answer the question posted by the Organiser correctly in order to win the Prize. Failure to answer correctly and/or failure to answer the question posted by the Organiser within the time stated in the WhatsApp message, will result in the Prize being forfeited. The Organiser will not be held liable in the event the selected Finalist cannot be contacted for whatever reasons using the WhatsApp Number given by the Finalist.</p>
<p>10. <b><u>Additional Terms:</u></b></p>	<p>a. Each participant may throughout the Contest Period win only 1 (one) Prize of the higher value.</p> <p>b. Upon request, all Winners must provide their relevant personal details to the Organiser for Prizes fulfilment.</p> <p>c. All Grand Prizes will be delivered to the Winners as per the details provided within 6 to 8 weeks from the closing date of the Contest. All Grand Prize Winners must abide by the terms and conditions of the vendors and parties arranging and providing for the Grand Prizes.</p> <p>d. All Consolation Prizes, Touch ‘n Go eWallet Reload PIN codes will be sent by the Organiser’s service provider to the Winner via the Contest Official</p>

	<p>WhatsApp Number at <b>6018 322 1788</b> to the mobile number from which the Organiser received in the Qualified Entries, within 6 to 8 weeks from the closing date of the Contest.</p> <p>e. The Organiser will not be held responsible if any of the Touch 'n Go eWallet Reload PIN codes cannot be delivered or deployed to the Winners due to any change or difference in the mobile contact number submitted by the Winners to the Organizer during Contest entry submission.</p> <p>f. Usage of the Touch 'n Go eWallet Reload PIN is subject to Touch 'n Go Sdn Bhd (TNG Digital Sdn Bhd) Terms &amp; Conditions; <a href="https://www.touchngo.com.my/assets/pdf/user-tnc.pdf">https://www.touchngo.com.my/assets/pdf/user-tnc.pdf</a>.</p> <p>g. The Winners Result announcement will be available at: <a href="https://www.facebook.com/EnercalPlusMY/">https://www.facebook.com/EnercalPlusMY/</a> on the 16/11/2023.</p> <p>h. The Organizer shall not be liable for any loss or damage that occurs to the Prizes during the delivery process. Any other additional costs (i.e. travel expenses, transportation cost, duties and taxes) involved to redeem or collect the Prize shall be borne by the Winner at their own cost.</p> <p>i. The Prizes must be claimed within the timeline stated in this terms and conditions, failing which will result in forfeiture of the Prizes. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser. The Organiser reserves the rights to extend the timelines and change the method of prizes fulfilment stated under this clause at the discretion of the Organiser.</p> <p>j. The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Contest or Prizes or due to any other unforeseen circumstances beyond the Organiser'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://wyethnutrition.com.my/campaigns/Enercal-Plus-Buy-Win> or <https://www.facebook.com/EnercalPlusMY/>, 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 Contest (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 Contest Period, make Prize substitutions, cancel, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Contest including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

## **2. Contest Entries**

- 2.1 By submitting an entry to the Contest, 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 Contest, 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 Contest 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**

- 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 Contest and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Contest 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 Contest:

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

5.3 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.

## **6. Prizes**

6.1 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.

6.2 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.

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 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor and/or third party providing the Prizes.

(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.

- 6.5 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.
- 6.6 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 6.7 Where a Participant is under the age of eighteen (18) years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize 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 Contest (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Contest 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 Contest 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 Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

## **10. Limitation of Liability**

- 10.1 The Participant’s participation in the Contest 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 Contest, as well as the redemption and/or utilisation of any Prize 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 Contest 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 Contestal materials) in connection with this Contest, in particular that relates to the Prize, are the properties of their respective owners. This Contest 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 Contest.
- 11.5 Where the Terms and Conditions of the Contest 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 Contest, 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](https://www.nestle.com.my/info/privacy_notice).
- 12.2 Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di [https://www.nestle.com.my/info/privacy\\_policy/privacy\\_bm](https://www.nestle.com.my/info/privacy_policy/privacy_bm).