

Program Mentor Wanita Cukup Berani MAGGI®
TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

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| Organiser | Nestlé Products Sdn. Bhd. (197901000966) |
| Challenge | (a) Program Mentor Wanita Cukup Berani MAGGI® (“Program Mentor Wanita Cukup Berani MAGGI®”) (b) There are in total two (2) parts to the “Program Mentor Wanita Cukup Berani MAGGI®” consisting of: i) a qualifying round challenge; and ii) a final round challenge |
| Eligibility | Open to all Female legal residents of Malaysia aged 18 years and above as at the start of the Challenge Period (“Participants”) |
| QUALIFYING ROUND CHALLENGE TERMS | |
| Qualifying Round Challenge Period | Starts at 00:00 on Thursday, 3 September 2020 and closes at 11:59 pm on Sunday, 27 September 2020 (“Qualifying Round Challenge Period”) |
| Qualifying Round Challenge: Entry Method/Entry Conditions | (a) To participate in the “Program Mentor Wanita Cukup Berani MAGGI®” qualifying round challenge, each Participant is required to: i) pay attention to the online postings which the Organiser will post on its MAGGI Malaysia Facebook page at https://www.facebook.com/MaggiMalaysia/ on 14 July 2020, to call for Participants to share their ‘Wanita Cukup Berani’ experience/stories on the Organiser’s; ii) submit a personal account of her ‘Wanita Cukup Berani’ experience/story on her personal Facebook or Instagram account. For each personal account shared by the Participant for her “Wanita Cukup Berani” submission, the Participant must share her experience in: AA) trying something new (example, a new activity, new skill, new experience and etc.); BB) having the confidence and courage to explore beyond her comfort zone and or life challenges no matter how big or small, from learning and creating new recipes to starting your own business (“Cukup Berani Experience”) iii) complete the registration form to participate in the “Wanita Cukup Berani” online workshop that the Organiser have on the MAGGI Malaysia Website https://www.maggi.com.my/en/maggi-happenings/maggi-cukup-rasa; |

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| | <p>(b) Each experience/story submitted by the Participant via Facebook or Instagram MUST be accompanied by:</p> <ul style="list-style-type: none"> i) a video or photo to help illustrate her experience/story; and ii) caption on her “Cukup Berani Experience” and iii) the hashtags #MaggiCukupRasa #TakKenalTakCinta and #WanitaCukupBerani iv) tag @maggi.malaysia <p>(c) Participants must further ensure that:</p> <ul style="list-style-type: none"> i) their Facebook and Instagram profiles are set as “public” from the time the personal accounts/stories/ and videos or photos are posted/uploaded up till after the winners of the challenge have been announced; and ii) the experiences/stories and, videos or photos submitted must be through the Participants’ own personal Facebook and Instagram accounts. Submissions through non-personal Facebook and Instagram accounts are strictly not allowed and shall be rejected by the Organiser <p>(d) attend a three (3) day “Wanita Cukup Berani” online workshop on 1st September to 3rd September, 10am-12pm organised by the Organiser;</p> <p>(the conditions set out in paragraphs (a),(b), (c) and (d) above shall collectively be referred to as “Qualifying Round Entry Conditions”)</p> <p>(e) Participants are allowed to submit more than one (1) submission throughout the Qualifying Round Challenge Period.</p> <p>The Organiser shall have the right to automatically disqualify entries that do not comply with any of the Qualifying Round Entry Conditions above.</p> <p>(f) The Organiser shall have the absolute discretion to remove, delete and disqualify any entries that are improper/inappropriate which may include but not limited to submissions that contain any form of profanity or contents that invoke sensitivity.</p> |
| <p>Qualifying Round Entry Deadline</p> | <p>All qualifying round entries must be received by the Organiser on or before 11:59 pm on Sunday, 27 September 2020. Any submissions received after the Qualifying Round Challenge Period will be disqualified.</p> |
| <p>Judging Criteria, Shortlisting and Selecting of QUALIFYING ROUND Winners</p> | <p>The Organiser will shortlist winners for the qualifying round challenge based on the <u>top</u> twenty (20) entries that:</p> <ul style="list-style-type: none"> (a) have fully complied with ALL the Qualifying Round Entry Conditions above; |

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| | <p>(b) successfully portray the Participant’s confidence, courage, passion, perseverance, courage in life, excitement and/or love in the Cukup Berani Experience that have been shared and posted by the Participant;</p> <p>(c) the hashtags #MaggiCukupRasa #TakKenalTakCinta #WanitaCukupBerani are included in each of the entry post submitted</p> <p>(d) tag @maggi.malaysia</p> |
| Qualifying Round Prizes | <p>(a) Shortlisted winners of the qualifying round challenge of the Program Mentor Wanita Cukup Berani MAGGI® are entitled to:</p> <p>i) qualify for the final round challenge of the Program Mentor Wanita Cukup Berani MAGGI®</p> <p>(b) There is a total of twenty (20) qualifying round prizes to be won</p> |
| Prize Claim: Qualifying Round | <p>(a) The Organiser will announce on its MAGGI Malaysia Facebook page at https://www.facebook.com/MaggiMalaysia/ the shortlisted winners for the qualifying round challenge on 12th October 2020</p> <p>(b) Shortlisted qualifying round winners must send a "Direct Message" to the Organiser’s MAGGI Facebook Page to provide their personal and contact details to the Organiser for identification and prize delivery purposes.</p> <p>(c) All "Direct Messages" by the shortlisted qualifying round winners must be sent to the Organiser’s MAGGI Facebook Page within TWO (2) days from the date the Organiser announces the relevant shortlisted qualifying round winners (“Response Window”).</p> <p>(d) Failure by any of the shortlisted qualifying round winners within the relevant Response Window shall automatically be disqualified by the Organiser.</p> <p>(e) The Organiser shall not be held responsible for any failure on the part of the shortlisted qualifying round winners to:</p> <p>i) receive the Organiser’s announcement on the shortlisted winners; or</p> <p>ii) send the required “Direct Message” to the Organiser within the Response Window.</p> |
| FINAL ROUND CHALLENGE TERMS | |
| Final Round Challenge Period | Starts at 00:00 on Monday, 19 October 2020 and closes at 11:59 pm on Friday, 6 November 2020 |
| Final Round Challenge: Challenge Conditions | <p>(a) ONLY winners for the qualifying round challenge of the Program Mentor Wanita Cukup Berani MAGGI® are allowed to take part in the final round challenge.</p> <p>(b) To participate in the final round challenge, the qualifying round challenge winners will need to go through an interview to be conducted by the representatives of the Organiser at such date and time and in such manner</p> |

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| | <p>as may be required by the Organiser (“Challenge Interviewees”). At the option of the Organiser, the Challenge Interviewees may be required to attend the interview in person, via a phone call or other means via the internet.</p> <p>(c) Each Challenge Interviewee will be interviewed and asked questions which may include but not limited to the following:</p> <ul style="list-style-type: none"> i) the Cukup Berani Experience she has shared and submitted to the Organiser during the qualifying round challenge; ii) questions relating to the three (3) day “Wanita Cukup Berani” online workshop which the Challenge Interviewee had attended during the qualifying round; iii) the reason the Organiser should select the Challenge Interviewee as one of the three (3) final round grand prize winner; and iv) why is it important for the Challenge Interviewee to receive the support from the Organiser |
| Judging Criteria, Shortlisting and Selecting of FINAL ROUND Winners | <p>The Organiser will shortlist winners for the final round challenge based on the <u>top</u> three (3) performing Challenge Interviewees that are able to:</p> <ul style="list-style-type: none"> (a) express/explain their personal Cukup Berani Experience with passion and conviction (b) answer to the best of their abilities, questions relating to the three (3) day “Wanita Cukup Berani” online workshop attended by the Challenge Interviewee; (c) convince the Organiser that they are deserving of winning the grand prize and the reason the Organiser should support them. |
| Grand Prizes | <p>There is a total of (3) three Grand Prizes to be won and each Grand Prize winner will:</p> <ul style="list-style-type: none"> (a) be mentored by a local celebrity in the food industry of the Organiser’s choice via a “mentorship programme” on setting up a food business (b) win Cash vouchers worth RM1,000 |
| Grand Prize Winner Announcement | <p>The Organiser will announce on its MAGGI Malaysia Facebook page at https://www.facebook.com/MaggiMalaysia/ the grand prize winners for the final round challenge on 12th November 2020</p> |
| Prize Claim/ Delivery Date | <p>(a) All winners must abide by the terms and conditions set by the Organiser and/or its appointed service providers in arranging, fulfilling and/or providing the Prizes including any terms set by the Organiser in the winners’ participation in the “mentorship programme”</p> |

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| | <p>(b) Prizes won during the qualifying round by the twenty (20) qualifying round winners will be delivered to the mailing address that is given by the selected winners within ninety (90) days after the announcement of the three (3) grand prize winners</p> <p>(c) In relation to fulfilment of the grand prizes by the Organiser, separate arrangements shall be made by the Organiser with the grand prize winners</p> <p>(d) The Organiser retains the right to substitute any prize with another prize of similar value or programme in the event the original prize offered is not available or cannot be offered for reasons beyond the control of the Organiser</p> |
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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 Challenge (hereinafter referred to as "Participants", "Participant", "You", "you", "your").*

By participating in the Promotion, 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.

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 Challenge Period, make Prize substitutions/changes, 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.

2. Challenge Entries

- 2.1 By submitting an entry to the Challenge, 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 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.
- 2.3 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 Challenge and submitting any personal information.
- 3.2 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.

4. Ineligibility

The following groups of persons shall not 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).

5. Disqualification

- 5.1 The following entries will be disqualified:
 - (a) 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 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.
- 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 Participant.
- 6.4 All Prizes must be taken according to the terms and conditions of the Organiser, its agent, sponsor or third party providing the Prizes.
- 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 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 Challenge (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 Challenge 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 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.

10. Limitation of Liability

- 10.1 The Participant's participation in the Challenge 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 Challenge, 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 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.
- 11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional 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.
- 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 Challenge.
- 11.5 The Terms and Conditions of the Challenge is also prepared in English. In the event of any inconsistency between the Malay language and the English language, the English language version shall prevail and govern in all respects.
- 11.6 The Terms and Conditions of the Challenge shall be construed, governed and interpreted in accordance the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the **Program Mentor Wanita Cukup Berani MAGGI®** 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 for purposes of the **Program Mentor Wanita Cukup Berani MAGGI®**. 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 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, samples, any promotions, events or contests organised by the Organiser. Please indicate your option on the form if you agree to the use of your personal information for this purpose.
- 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 http://www.nestle.com.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 http://www.nestle.com.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: Personal Data Protection Officer, at 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](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 **Program Mentor Wanita Cukup Berani MAGGI®**, 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 http://www.nestle.com.my/info/privacy_policy. We reserve the right to update and amend this privacy notice or our Privacy Policy from time to time.