

JOM GEMBIRA BERSAMA S-26® PROGRESS®

TERMS AND CONDITIONS

A: Schedule to Conditions of Entry

Organiser	Wyeth Nutrition (Malaysia) Sdn. Bhd. (199301002691)
Contest	Jom Gembira Bersama S-26® PROGRESS®
Contest Period	Starts at 00:00 on Sunday, 1st November 2020 and closes at 23:59 on Sunday, 13 th December 2020.
Eligibility	The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period with children aged between 1 year old (as at the start of the Contest Period) to 7 years old (as at the closing of the Contest Period).
Entry Method	<p>1. The Organiser will do an announcement post for Jom Gembira Bersama S-26® Progress® on Wyeth Nutrition Instagram Page at @MyWyethNutrition on 1st November 2020 and provide the download link at the bio for the filter.</p> <p>2. To participate in the Jom Gembira Bersama S-26® PROGRESS®, Participants must have a child or children and are required to complete all of the steps below :</p> <ul style="list-style-type: none">a) Follow our Instagram page @MyWyethNutritionb) Create a video of your child. Participation is strictly for children aged 1 to 7 years old only during the contest period (1st-30th November 2020) The filter is available for download on our Instagram page link in the bio.c) Tag @MyWyethNutrition with hashtags #SeronokBelajarBijakMembesar and #S26ProgressMalaysia and upload the video on your Instagram story.d) Make sure to set your account to public so that we will be able to view your story.

	<p>4. The Organiser shall have the right to automatically disqualify submissions that:</p> <ul style="list-style-type: none"> a) do not contain any of the Required Details; b) presence of any children below 1 years old; c) With adherence to the WHO Code and Malaysian Code of Ethics for the Marketing of Infant Foods & Related products , should not capture any image or picture of designated products and / or any material related to children below 1 year old. Please refer to the WHO Code and Malaysian Code of Ethics for the Marketing of Infant Foods & Related products for examples of what designated products are, AND/OR d) is below 1 year old (as at the start of the Contest Period) and above 7 years old (as at the closing of the Contest Period). <p>5. The Organiser shall have the absolute discretion to remove, delete and disqualify any submissions that are improper/inappropriate which may include but not limited to submissions that contain any form of profanity or contents that invoke sensitivity, does not comply to the WHO Code including but not limited to infant related products/items, presence of infant and toddlers below 1 year old.</p> <p>6. Participants are allowed to submit more than One (1) submission throughout the Contest Period. However, the latest submission (in whichever format) will be chosen as the final submission from that participant.</p> <p>7. Each participant will only be entitled to one (1) prize collection regardless of the number of participant(s) involved in the story submissions. For avoidance of doubt, the Instagram account owner shall be deemed as the participant for purposes of this Contest.</p>
Entry/Redemption Deadline	All story submissions must be received by the Organiser on or before 23:59 via Instagram Story on Monday, 30th November 2020. Any submissions received after the contest deadline will be disqualified.
Judging details	50 most creative entries that have successfully followed the Entry Method will be selected as winners at the sole discretion of the Organiser. Submissions will be evaluated based on the following judging criteria.

	<p>a) Full 15s video upload – 20% (A video entry that completes the recording of the full 15-second AR filter is most preferred.)</p> <p>b) Cinematography creativity - 20%</p> <p>c) Dance - 30%</p> <p>d) IG Audience Impact – 30% (The overall effect of the featured child’s performance - including but not limited to costumes, props, acting, moods and expressions - on IG story viewers.)</p> <p>If the selected winner is found to be ineligible or has not complied with this Terms and Conditions, such winner will be automatically disqualified and an alternative winner for the prize will be selected.</p>
Prizes	A total of fifty (50) Prizes only will be given out to the selected winners. Each selected winner shall be given One (1) set of LEGO DUPLO MY FIRST BALANCING ANIMALS
Prize Claim/Delivery Date	<p>The selected winners will be contacted privately by the Organiser via personal message. The prizes will be delivered to the given mailing address that is given by the selected winners within ninety (90) days from when contacted by the Organiser. The Organiser will inform the winner and collect the required details including parent’s name, child’s age and date of birth, contact details, mailing address to ensure a smooth process of the delivery of the prize.</p> <p>In the case whereby the personal details of the selected winners are not provided within fourteen (14) days, such winner will be disqualified and an alternative winner for the prize will be selected.</p>

*This **Schedule to Conditions of Entry** must be read together with the following **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 Program (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).*

B: Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry is 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 Program Period, make Payment substitutions, cancel, terminate or suspend the Program in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Program will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser’s decision on all matters relating to the Program 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 Program 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 redemption 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.

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 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 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 promotional 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 JOM GEMBIRA BERSAMA S-26® PROGRESS®, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in <https://www.wyethnutrition.com.my/privacy-notice>
- 12.2 Dengan menyertai JOM GEMBIRA BERSAMA S-26® PROGRESS®, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di <https://www.wyethnutrition.com.my/privacy-notice>