



Good food, Good life

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organiser:</u>	Nestlé Products Sdn. Bhd. (197901000966).
2. <u>Event:</u>	PENTAS TENAGA MILO.
3. <u>Event Location:</u>	Lecture Theatre 12 (LT12) at Block D, Level 1, Taylor's University Lakeside Campus, 1, Jln Taylors, 47500 Subang Jaya, Selangor.
4. <u>Event Period:</u>	The Event starts on 29/07/2024, at 10:00 AM - 12:00 PM.
5. <u>Eligibility:</u>	The Event is open to all University Students and Young Adults , including Interns , Fresh Graduates , and First Jobbers aged eighteen (18) years and above. The Organiser shall reserve the right to request for evidence of identification documents. ("Participant")
6. <u>Participation Method:</u>	<p>a. All Participants are required to fill in an online registration form at this link with no charge prior to the event.</p> <p>b. Upon successful registration, Participants will receive a unique code pass via their registered email for check-in purposes during the event day.</p> <p>c. The Organiser reserves the right to dismiss and/or disqualify any Participant that the Organiser deems not eligible for the event, with: incomplete, untrue, inaccurate and non-current information.</p> <p>Note: Participants who wish to cancel their registration must notify the Organiser by 22 July 2024 via email at MILOMY@zenogroup.com . Upon such notification, the Organiser will allocate the said vacant spot to others who are interested in attending the Event.</p>
7. <u>Entry Deadline:</u>	Registration closes on 22 July 2024 and/or upon reaching the maximum capacity.
8. <u>Activities</u>	<p>a. Pentas Tenaga MILO Motivational Talk Event</p> <ul style="list-style-type: none">● Event location:<ul style="list-style-type: none">○ Lecture Theatre 12 (LT12) at Block D, Level 1, Taylor's University Lakeside Campus.● Host:<ul style="list-style-type: none">○ Fiqrie Dahari

	<ul style="list-style-type: none"> ● Guest Speakers: <ul style="list-style-type: none"> ○ Nadhir Nasar, Actor ○ Kim May Chee, Entrepreneur ○ Sivasangari Subramaniam, National Squash Player <p>b. MILO Truck & Energy Cruiser “Activation”</p> <ul style="list-style-type: none"> ● The Organiser will send one (1) MILO Truck to the Event to serve MILO beverages up to a maximum of 5000 cups of MILO beverages; ● One (1) MILO Energy Cruiser with energy-packed activities to support and enhance the MILO Event; ● The Activation will be located at Syopz Mall, Taylor’s University Lakeside Campus. The Organiser reserves the right to change the location with prior notice, if applicable.
9. <u>Seating Allocation for Motivational Talk Event</u>	<p>a. A total of 142 seats will be reserved for students currently enrolled at Taylor’s University.</p> <p>b. A total of 35 seats will be reserved for members of the public.</p>
10. <u>Additional Terms</u>	<p>a. By attending the Event, all Participants consent to be photographed and/or filmed. These visuals and videos may be utilised for promotional purposes by the Organiser.</p>

*This Schedule to Conditions of Entry must be read together with the **Conditions of Entry and Privacy Notice** available at:*

<https://www.milo.com.my/malaysia-s-everyday-heroes-skuad-tenaga-malaysia-milo>, 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 Event (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

B: Conditions of Entry

1. Introduction

1.1 These 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 Event Period, cancel, terminate or suspend the Event in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued

participation in the Event will constitute their acceptance of the Terms and Conditions (as changed).

2. Event Entry

- 2.1 By submitting an entry to the Event, 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 Event, 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 Event 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 email 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 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. Ineligibility

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

- (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 Event 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, information; and/or
 - (b) information that violates the Terms and Conditions, any applicable laws and/or regulations.

- 5.2 In addition, the Organiser reserves the right to reject any Participant that:
- (a) undermines, has or attempted to undermine the operation of the Event by, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Event for verification by the Organiser when requested.

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.
- 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 Event (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Event 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 Event 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 Event, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Event or violation of the Terms and Conditions.

10. Limitation of Liability

- 10.1 The Participant’s participation in the Event 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 Event, 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 Event 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 Evental materials) in connection with this Event, in particular that relates to the Prize, are the properties of their respective owners. This Event 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 Event.
- 11.5 Where the Terms and Conditions of the Event are 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 Event shall be construed, governed and interpreted in accordance with the laws of Malaysia.

12. Privacy Notice

- 12.1 By participating in the Event, 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 mengikut Notis Privasi di https://www.nestle.com.my/info/privacy_policy/privacy_bm.