

Milo Malaysia Breakfast Day 2023

Terms and Conditions

Introduction

1. The MILO® Malaysia Breakfast Day 2023 (“Event”) is organised by Nestlé Products Sdn. Bhd. [197901000966] (“the Organiser”).
2. The Event is open to all residents of Malaysia (Malaysians and non-Malaysians). As will be indicated in these Terms and Conditions, certain categories may require Participants to be members of Dear Nestlé at the date of registration for the Event and certain categories may allow Participants’ children to attend and participate in which case the Participants must be the parent of or guardian over such children. Where a Participant is below the age of 18, (as at the date of registration for the Event), the Participant is required to obtain and submit a parent’s or legal guardian’s agreement to these Terms and Conditions on their behalf.

Event Dates

3. This Event will be held on-
 - (a) 2 July 2023 (Kuching)
 - (b) 16 July 2023 (Kota Kinabalu)
 - (c) 29 & 30 July 2023 (Putrajaya)

Categories

4. The categories of activities during the Event and the eligibility of Participants who may register for each category are as follows :
 - (a) **Category A : The Goodness Workout** during the Event in **Sabah** and **Sarawak** which comprises of a full body workout and Zumba sessions. Participants who register for this category must be above 18 years old at the date of registration and must be a Dear Nestlé member. Participants may bring children to participate with whom they are the parent of or legal guardian over.
 - (b) **Category B : The Team Fun Run (3km)** during the Event in **Putrajaya** which comprises of 3 categories of run by a team, which can be made up of a team of 4, team of 5 or team of 6. A minimum of 4 Participants are required for Team of 4, 5 Participants for Team of 5 and 6 participants for Team of 6. The Participant who registers on behalf of the team must be above 18 years old at the date of registration, must be a Dear Nestlé member, and will be responsible over the safety of the other Participants in the team who may be of any age. Where the other Participants in the team are below 18 years old, the Participant who registers on behalf of the team must obtain and submit the parent or legal guardian’s agreement to these Terms and Conditions for such Participants participation in the Event in a consent form (“Consent Form”). ;
 - (c) **Category C : The Individual Run (5km)** during the Event in **Putrajaya** which comprises of a run by an individual. The Participant must be above 12 years old at the date of registration and must be a Dear Nestlé member, or has a parent or legal guardian who is a Dear Nestlé

member. Where the Participant is below 18 years old at the date of registration, the Participant must register with a parent or legal guardian who is a Dear Nestlé member.

- (d) **Category D** : The activities other than categories B and C, held on-ground during the Event in **Putrajaya** which includes Strong Nation workout, breakfast engagement activities and other sports activities such as football dribbling, kicking, skipping and surfskating. Participants who register for this category must be above 18 years old at the date of the Event. Participants may bring children to participate with whom they are the parent of or legal guardian over.

Registration for categories A, B and C

5. Participants may register for the Event for categories A, B and C, by completing and submitting the online registration form on **www.milo.com.my** ("Event Official Website") and making the required fee payment according to respective category as follow:
- Category A (12 June 2023): RM20
 - Category A (13 June 2023 onwards): RM25
 - Category B Team of 4 (12 June 2023): RM110
 - Category B Team of 4 (13 June 2023 onwards): RM120
 - Category B Team of 5 (12 June 2023): RM130
 - Category B Team of 5 (13 June 2023 onwards): RM140
 - Category B Team of 6 (12 June 2023): RM150
 - Category B Team of 6 (13 June 2023 onwards): RM160
 - Category C (12 June 2023): RM40
 - Category C (13 June 2023 onwards): RM50.

There will not be any registration for categories A, B and C during or at the Events.

6. The Participant's registration for the Event for categories A, B and C will be confirmed upon receipt of a confirmation slip ("Confirmation Slip"), which will be sent to the email address registered with the Organiser. The Participant shall inform the Organiser via **info@racexasia.com** ("Official Email") if the Participant does not receive the Confirmation Slip or is unable to download the Confirmation Slip from the Event Official Website. If there is discrepancy in the Confirmation Slip, the Participant is to report such discrepancy to the Organiser within 5 working days.
7. The Confirmation Slip is the only valid proof of confirmed registration and to be used for the collection of an entry pack for the Event which consists of a MILO Malaysia Breakfast Day t-shirt, MILO and Nestlé products, MILO Tote Bag and MILO Mug. ("Event Entry Pack"). Only those who are participating in categories B and C will receive an additional running bib upon collection of the Event Entry Pack and a MILO® Malaysia Breakfast Day 2023 medal upon completion of the run.

8. Event Entry Packs may be collected at venues and on dates to be confirmed in the Confirmation Slip. If the Participant neglects to do so, the Organiser is entitled to dispose or redistribute such Event Entry Packs without any further liability to the Organiser.
9. The Participant acknowledges that the entry fee and the transaction cost (if any) of the Event, is non-refundable, non-transferable and non-deferrable even if the Participant does not eventually take part in the Event for any reason.
10. Whilst Participants who register for categories A and B must be above 18 years old at the date of registration, other Participants under categories B and C below the age of 18 years (as at the registration date for the Event) are required to submit a Consent Form, which may be found on the Event Official Website. The Consent Form must be printed out, completed and signed by the Participant's parent or legal guardian, and returned to the Organiser during the collection of the Event Entry Pack, failing which the Organiser reserves the right to refuse entry of such Participant for the Event.
11. A Participant is strictly prohibited from transferring their registration to another party or change Event categories after their registrations are confirmed.
12. A Participant participating in categories B and C will be given an official bib with an assigned bib number and a form on the reverse side of the bib. The form on the bib must be completed fully and accurately. The Participant must wear the bib on his/her chest at all times during the Event. The Participant who is not wearing the bib will be requested to leave the Event. The Organiser will not be responsible for any Participant that is running without the assigned bib.
13. A Participant who commences to run in categories B and C before the actual start time ("Flag-Off Time") of his/her registered category in the Event will be disqualified. Participants who do not start within 20 minutes from the Flag-Off Time will be disqualified and for safety reasons may not be allowed to start.
14. All finisher's medals for categories B and C must be collected on Event day itself. No requests thereafter will be entertained.

Registration for category D

15. Participants may register for the Event for category D by completing and submitting a registration form without any fees at Putrajaya on the date of the Event only.
16. Participants are responsible over the safety of all children whom they bring to the Event and warrant that they are the parent or legal guardian of the children or have been authorised by the parent or legal guardian of the children to attend this Event under these Terms and Conditions.

Rules for all categories of the Events

17. There will be road closures for the routes and locations of the Event. Participants who are still on the route or location after the Event do so at their own risk.
18. Participants must follow their respective routes and the direction of the Organiser, its employees, representatives or its agents.
19. A Participant must retire from the Event immediately, if required to do so by the Organiser, its employees, representatives or its agents..
20. Pets, prams, bicycles, in-line skates, shoes with built-in or attached rollers and any other wheel-run objects (motor-powered or otherwise) are not allowed other than official Event and medical vehicles.
21. Participants shall, and where the Participant brings children to the Event, shall ensure that the children, observe and obey all rules and regulations of the Event, instructions or directions given by the Organiser, its employees, representatives or its agents.
22. The Participants' children may participate in activities during the Events with supervision of the Participant at all times. Participants must ensure and be responsible over their children's behavior at all times.
23. Participants must be physically fit, have sufficiently prepared or trained for participation in the Event, and have not been advised to refrain from participating in any physical activities by a qualified medical professional. Participants must have no health-related reasons, physical conditions, disability or problems, which may increase the normal risks associated with the activities during the Event and would preclude their participation in this Event.
24. Participants consent and consent for their children who attend the Event to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during the Event.

Organiser's Rights

25. Participant agrees to provide true, accurate, current and complete information in the registration for the Event. The Organiser may contact the Participant from time to time by email. Any notice sent to the email address registered with the Organiser shall be deemed as received by the Participant. If the Participant provides any information that is untrue, inaccurate, not current or incomplete, or the Organiser has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Organiser may suspend or terminate the Participant's registration or participation in the Event.

26. The Organiser will not entertain nor be in any way responsible for any disputes arising from incomplete or inaccurate entry details in the registration form.
27. The Organiser reserves the right to limit and/or refuse entry to any Participant, without giving any reason or notice whatsoever.
28. The Organiser reserves the right to amend the Event routes as they deem fit for the safety of the Participants and/or to prevent any potential hazards in the running of the Event. In such cases, every effort will be made to inform the Participant prior to the date of the Event. Any changes made to the Event's routes will be posted on the Event Official Website. It is the responsibility of the Participant to keep abreast with such changes. The Organiser shall not be liable for any other loss or inconvenience caused due to such changes.

Risk, Release and Indemnity

29. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participants' and their children's safety, Participants participate at their own risk. Participant is strongly advised to go for a medical examination and/or consult their medical practitioner prior to registration and before the Event.
30. The Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Nestlé Malaysia Group"), their directors, officers, employees, agents, sponsors and/or representatives shall not be responsible or held liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential losses, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation of the Participant in the Event, as well as the redemption and/or utilisation of any prize won or Event Entry Pack.
31. Each Participant agrees to indemnify, release and hold harmless each of the Organiser, the Nestlé Malaysia Group, its 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, any liability arising from the negligence or fault of any third party, 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,
32. For the surfskate, Zumba, and other available engagement sessions made available during the Event, the Participant understands that the act of participating in such activities necessarily involves known and unknown risks of injury, which includes but not limited to death, permanent

or temporary paralysis, disability, disease, illness, physical or mental damage, or other injury, as well as damage to equipment and personal/third-party property. Some of these risks include the risks inherent in the activities such as falling and coming into contact with floor and walls, latent or apparent defects or conditions in equipment or property, and passive or active negligent acts of the Participant. The Participant understands that the above list of risks are not complete or exhaustive and that those and other risks known or unknown may also result in injury, death, illness, disease or damage to the Participant, the Participant's property, children or third parties. The Participant voluntarily agrees to accept all risks associated with the activity and assume responsibilities for any injury, death, illness, disease or damage to the Participant, the Participant's property, children or third parties. I further understand that the Organiser and the Nestlé Malaysia Group assumes no liability for loss, damage, or any kind of injury sustained by myself or my property while participating in the engagement activities.

33. The Participant agrees that the clauses relating to release and indemnity here shall extend to the children which the Participant is bringing for the Event at the Participant's own risk
34. The Organiser and Participants do not owe each other a duty of care in light of the contractual relationship. All parties' obligations and liabilities are limited to the performance of the strict contractual terms expressly set out here.

Conditions of Entry

35. 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 Dates, Event Entry Pack or other items given during the Event, make substitutions, 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).
36. The Organiser's decision on all matters relating to the Event including judging and selection of winners during the Events will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.
37. By submitting an entry to the Event, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
38. 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.

39. 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.
40. The following groups of persons shall 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).
41. 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.
42. In addition, the Organiser reserves the right to disqualify any Participant that:
- (a) undermines, has or attempted to undermine the operation of the Event by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in the Event for verification by Organiser when requested.
43. In the event of a disqualification after any 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.
44. The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the prizes (including Event Entry Pack or other items given during the Event) 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.
45. The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. 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.

46. Any additional costs not specifically stated in these Terms and Conditions in relation to a prize shall be the responsibility of the Winner.
47. 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.
48. Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
49. 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.
50. 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 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.
51. 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 there from 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.
52. During the Event, the Organiser may record photographs or videos of Participants and children. The Participants agree and consent to the Participant and children's voice, name, photograph and/or video being used by the Organiser for purposes of marketing without any compensation to the Participant or children, in any format.
53. 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.
54. Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional 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

55. 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.
56. 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.
57. Where the Terms and Conditions of the Event 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.
58. The Terms and Conditions of the Event shall be construed, governed and interpreted in accordance the laws of Malaysia.

Privacy Notice

59. 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
60. Dengan menyertai Promosi, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di www.nestle.com.my/info/privacy_notice.