

[Milnutri Sure Review & Win] – Contest Terms & Conditions

CONTEST OFFICIAL RULES

This [Milnutri Sure Review & Win] Contest (“**Contest**”) is organised by Danone Specialized Nutrition (Malaysia) Sdn. Bhd. (formerly known as Danone Dumex (Malaysia) Sdn. Bhd.) (“Danone Specialized Nutrition”). The mechanics of this Contest are as explained below. By participating and entering into this Contest, you (“**Entrant**”) agree to be bound by the terms and conditions set out herein (“Terms and Conditions”).

CONTEST ENTRY DATES

1. This Contest will start from [1Nov 2020], until [31st Jan 2021], (“**Contest Period**”).
2. A total of [12] winners (“**Winner(s)**”) will be selected at the end of the Contest Period.

WHO MAY ENTER

1. This Contest is only open to Malaysian citizens and/or permanent residents, eighteen (18) years of age and above.
2. No minimum purchase of Danone Specialized Nutrition Malaysia’s products is necessary to take part in this Contest.
3. Employees of Danone Specialized Nutrition and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same household (whether or not related) and their respective parents, affiliates, subsidiaries, Prize suppliers, distributors and advertising and promotion agencies are not eligible to participate in or claim any winnings under the terms of this Contest.

CONTEST ENTRY

1. **Completed Entry Criteria:** To participate in this contest, Entrants must:
 - (a) Share a video of the Entrant's child after giving Milnutri Sure products to the child. Entrants must visit Milnutri Sure Facebook page & like the page. Thereafter, Entrants must post a review of the great taste of Milnutri Sure with a video of your child on Facebook.
 - (b) Upload their video submission on their personal Facebook page.
 - (c) Include the hashtag #MilnutriSureReview in their Facebook page.
 - (d) Set their posts or page to public so that Danone Specialized Nutrition can track Entrants' submissions.
 - (e) Entrants must ensure compliance with the following criteria as set out in the Code of Ethics by the Ministry of Health Malaysia:
 - i. Your child must be above the age of twelve (12) months at the time of capturing of the participation material. Any contest entry with photo of a child under the age of twelve (0 – 12) months old will be automatically disqualified.
 - ii. Any contest entry with photo containing elements of feeding bottles, teats or pacifiers will be automatically disqualified.

2. Entrants can submit as many entries as they want but each Entrant may only win once.
3. Contest entries will be deemed accepted at the time of posting on the Facebook page by the Entrant. Danone Specialized Nutrition accepts no responsibility for any late, lost and/or misdirected Contest entry for any reasons whatsoever.
4. Contest entries will be deemed to be made by the authorised account holder of the Facebook account submitted at the time of entry who must be a natural person and in compliance with the Terms and Conditions. The authorised account holder is the natural person who is assigned to the Facebook account by an internet access provider, online service provider, or other organisation that is responsible for assigning the relevant Facebook account.
5. Multiple Entrants are not permitted to share the same Facebook account.
6. Danone Specialized Nutrition's computer is the official time keeping device for the Contest.
7. Danone Specialized Nutrition reserves the right to disqualify any Contest entry for any reason, at its sole and absolute discretion. Any Contest entry and/or entry materials that have been tampered with or altered are void. If Danone Specialized Nutrition determines, at its sole discretion, that there is any suspected or actual electronic tampering with the Contest or if technical difficulties compromise the integrity of the Contest, Danone Specialized Nutrition reserves the right to void any Contest entries that are related to or caused such tampering or technical difficulties and/or terminate the Contest and the Prize will be given to the next eligible Contest entry received as of the termination date. If the Contest is terminated due to tampering or technical difficulties prior to its expiration of the Contest Period, notice will be posted on the Facebook Page.
8. Danone Specialized Nutrition reserves the right to disqualify any Entrant that tampers with the operation of the Contest or related website(s) or Facebook Page or violates these Terms and Conditions or for any other reason.
9. Danone Specialized Nutrition reserves the right to remove any postings, graphics, comments, video, photos or any other content posted by an Entrant which in the opinion of Danone Specialized Nutrition:
 - a. Are libelous, defamatory or disparaging
 - b. Violate another's copyright or intellectual property
 - c. Condone or promote illegal activity
 - d. Are misleading, fraudulent or deceptive
 - e. Use harsh, obscene, hateful or threatening language

- f. Are spam or intended to cause technical disruptions to the Facebook Page
 - g. Offer unauthorized medical advice
 - h. Any comment that is off topic
 - i. Violate the Malaysian Code of Ethics in Marketing Infant Food and Related Products
10. Each Entrant hereby grants Danone Specialized Nutrition the right and permission to use the Contest entry submitted by the Entrant, including any and all pictures, videos, recordings, descriptions and any other content and information provided by the Entrant pursuant to this Contest (“Submitted Content”) in all forms and media indefinitely for any purpose and without remuneration or compensation to the Entrant.
11. Further, the Entrant agrees to grant Danone Specialized Nutrition the right to use the Contest entry submitted by the Entrant for any purposes including and without limitation to advertise and promote Danone Specialized Nutrition's products related to the Contest in any and all media now known or hereafter invented.

SELECTION OF WINNERS

1. Danone Specialized Nutrition will select [12] Winners based on completed entries and selection criteria. Any incomplete entry form will be automatically disqualified. An entry is deemed to be complete when all requirements stated in Clause 1 in “Contest Entry” section are met in no particular order.
2. **Selection Criteria:** Winners will be chosen based on:
(a) Content of submission; and
(b) Suitability, creativity and originality of the submission.
3. The decisions made by Danone Specialized Nutrition are final, binding and indisputable. Any form of disputes and/or complaints through any kinds of medium will not be entertained.

WINNER NOTIFICATION

1. Winners will be determined after the end of the Contest Period. [12] Winners will be notified by a winner announcement post on Milnutri Sure Facebook Page at:
<https://www.facebook.com/milnutrisure>.
2. Personal details that are required by Danone Specialized Nutrition are to be provided by the Winners including but not limited to his/her full name as per NRIC, contact number, local mailing address and his/her child’s MyKid number for age verification. Upon confirmation of the details required by Danone Specialized Nutrition, a Winner will be declared as an official Winner and the personal details provided by him/her will be used for delivery of the Prizes.

3. In the event it is determined that any Winner has not complied with these Terms and Conditions, failed to execute and return any required documents within the specified time period of forty eight (48) hours or made false statements or a Prize notification is returned as undeliverable, the Winner will be disqualified and upon this disqualification and at Danone Specialized Nutrition's sole discretion, another eligible Contest entry may then be declared the alternate Winner.

PRIZE

1. Each Winner will receive Milnutri Sure product hamper worth RM 150.00 as a Prize ("**Prize**"). The Winner is limited to only one (1) Prize per one (1) Winner for this Contest.
2. Prizes will be sent to the address provided by the Winners to Danone Specialized Nutrition, and if it is returned, undelivered or a Winner claims not to have received it, Danone Specialized Nutrition is not obligated to replace or re-issue the Prize again. Delivery shall be restricted to a Malaysian address only.
3. The Winners shall be deemed to have examined the Prize upon receipt. Danone Specialized Nutrition shall not be obliged to replace any defective, lost, damaged and/or stolen Prize, where such defect, loss, damage or theft arises from the course of delivery and/or due to the negligence or fault of the Winner. Any replacement Prize is at sole and absolute discretion of Danone Specialized Nutrition.
4. By accepting the Prize, each Winner grants to Danone Specialized Nutrition the right to use the name and image or likeness of the Winner and his/her children and the Submitted Content by the Winner for purposes of advertising and promoting Danone Specialized Nutrition's products related to the Contest in any and all media now known or hereafter invented, without further permission or additional compensation (except where prohibited by law).
5. Danone Specialized Nutrition reserves the right to substitute the Prizes with another of similar value at its sole and absolute discretion at any time without giving prior notice. Prizes are not transferable, resalable and may not be substituted, refunded or redeemed for cash.
6. Any visuals of the Prizes are for illustration purposes only.
7. To the fullest extent permitted by law, any and all representations and/or warranties with respect to the Prizes are hereby excluded. The Prizes are provided on an "As Is" basis.

GENERAL

1. All Submitted Content for this Contest will be the property of Danone Specialized Nutrition.
2. By participating in this Contest, each Entrant and/or Winner, agree to release Danone Specialized Nutrition, its licensee, and their advertising, promotion and production agencies and their respective parent company and subsidiaries, shareholders, directors, employees, agents and representatives from any and all liability, claims or actions of any kind whatsoever for injuries,

damages or losses to persons and property which may be sustained directly or indirectly in connection with this Contest and/or the receipt, ownership or use of the Prize in this Contest and/or while preparing for, participating in and/or traveling to any Contest or Prize-related activity.

3. Danone Specialized Nutrition is not responsible for any technical or computer failures, errors or data loss of any kind, lost or unavailable internet connections, failed, incomplete, garbled or deleted computer or network transmissions, inability to access any website or online service including the Facebook Page, any other error or malfunction, late, lost, illegible or misdirected entries, or for printing errors in any advertisement, entry form or rules.
4. Danone Specialized Nutrition reserves the right to amend, add or delete any of these Terms and Conditions at any time at its absolute discretion without prior notice. These Terms and Conditions shall prevail over any provisions or representations contained in any promotional materials advertising this Contest. Please refer to the Facebook Page for the latest updates of these Terms and Conditions which will become effective upon announcement. It is the responsibility of the Entrants to keep themselves informed as to any changes to the Terms and Conditions.
5. Danone Specialized Nutrition reserves the right to cancel, change, revise, terminate or suspend the Contest without prior notice for any reason including but not limited to any infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of Danone Specialized Nutrition which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest. For the avoidance of doubt, any cancellation, change, revision, termination or suspension by Danone Specialized Nutrition of the Contest shall not entitle any Entrant and/or Winner to any claim or compensation against Danone Specialized Nutrition for any and all loss or damage suffered or incurred by any Entrant and/or Winner as a direct or indirect result of the act of cancellation, change, revision, termination or suspension.
6. By entering the Contest, the Entrant agrees to be bound by all these Terms and Conditions.

PRIVACY NOTICE

1. By participating in this Contest, each Entrant consents to Danone Specialized Nutrition's collection, use and processing of the personal data provided by the Entrant, which includes but not limited to, Entrant's name, NRIC, address, photograph, email address, contact details, and any information which may identify the Entrant and the Entrant's children (collectively, "Personal Data") for the purposes relating to the Contest as specified in these Terms and Conditions ("Purpose").
2. Danone Specialized Nutrition wishes to inform the Entrant that the Personal Data may be disclosed to Danone Specialized Nutrition's affiliates which may be located within and/or outside of Malaysia and any third parties that may be required by law or for the purposes of this Contest such as service and online providers for reasons relating to the Purpose.

3. The Entrant may request for access to or correction of the Personal Data or limit the processing of the Personal Data at any time thereafter by submitting such request in writing to Marketing Manager - Danone Specialized Nutrition via email: to privacy.my@danone.com or via telephone: 1800 38 1038. Any inquiries or complaints with respect to the Personal Data should be channeled to Danone Specialized Nutrition in the same manner.
4. Please note that it will be necessary for Danone Specialized Nutrition to process the Personal Data for the Purpose, without which Danone Specialized Nutrition may not be able to accept and/or process the Entrant's Contest entry.

NOTIS PRIVASI

1. Dengan menyertai peraduan ini, peserta bersetuju dan memberi kebenaran kepada Danone Specialized Nutrition untuk menggunakan dan memproses butiran peribadi peserta, termasuk, tanpa had, nama, alamat, nombor kad pengenalan, nombor telefon dan apa-apa butiran untuk tujuan-tujuan yang berkaitan dengan Peraduan ini sebagaimana yang dijelaskan dalam Terma-Terma dan Syarat-Syarat ini ("Tujuan").
2. Danone Specialized Nutrition ingin memberitahu Peserta bahawa Data Peribadi mungkin didedahkan kepada sebarang syarikat berkaitan dan subsidiari Danone Specialized Nutrition yang mungkin terletak di dalam dan/atau di luar Malaysia dan mana-mana pihak ketiga yang pendedahan tersebut mungkin wajib dari sisi undang-undang atau bagi tujuan-tujuan yang berkaitan dengan Peraduan ini seperti pembekal perkhidmatan dan pembekal dalam talian untuk sebab-sebab yang berkaitan dengan Tujuan tersebut.
3. Peserta mempunyai hak untuk mengakses, membetul atau atau menghadkan pemprosesan Data Peribadi tersebut pada bila-bila masa dengan menghantar permintaan tersebut dalam tulisan kepada Marketing Manager – Danone Specialized Nutrition melalui emel ke privacy.my@danone.com atau melalui telefon 1800 38 1038. Sebarang pertanyaan atau aduan yang berkaitan dengan Data Peribadi haruslah ditujukan kepada Danone Specialized Nutrition melalui cara yang sama.
4. Danone Specialized Nutrition perlu memproses Data Peribadi Peserta untuk Tujuan tersebut. Tanpa pemprosesan Data Peribadi ini Danone Specialized Nutrition tidak boleh menerima dan/atau memproses penyertaan Peraduan Peserta.