

NUTRITION MONTH MALAYSIA 2018
INSTAGRAM CONTEST – ROAD TO HEALTHY LIVING (7-DAY CHALLENGE) (PHOTO CHALLENGE)

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully prior to participating in Nutrition Month Malaysia 2018 Instagram Photo Contest (the "Road to Healthy Living (7-Day Challenge)"). By participating in the "Road to Healthy Living (7-Day Challenge)" each participant fully and unconditionally agrees to and accepts these Terms and Conditions.

A: Schedule to Conditions of Entry

Organiser	Nutrition Month Malaysia
Contest	Road to Healthy Living (7-Day Challenge)
Contest Period	The Contest starts at 00:00 on 01/04/2018 and closes at 23:59:59 on 07/04/2018.
Eligibility	<p>The Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period.</p> <p>Participants must be a follower of NMM official Instagram account to enter the contest and are using their own/ individual account to participate the contest.</p>
Entry Method	<ol style="list-style-type: none"> 1. Each photos posted must be related to the: <ol style="list-style-type: none"> (i) theme: Road to Healthy Living (7-Day Challenge); and (ii) concepts: Healthy eating and be active (physical activity) 2. Photos must be genuine and not taken from Google image or other sources. 3. Each photo or multiple photos posted on the same day will be counted as one for that day. 4. Photos taken must be clear and if possible include the participant in the photo. 5. Participants must tag NMM official Instagram account on each of their photos posted. 6. Participants need to write a caption and include the THREE mandatory hashtags: #NMM7dayschallenge #roadtohealthyliving #NMM2018 7. Participants must post on Instagram with the required criteria until 11.59pm each day.
Entry Deadline	Each photo must be uploaded to Instagram by 23:59:59 on every day starting on the 1 st April 2018 (Day 1) to 7 th April 2018 (Day 7).
Judging Details	Winners will be chose based on following criteria:

	<p>(i) Participants own an authentic Instagram account, must be a follower of Nutrition Month Malaysia Official Instagram account</p> <p>(ii) Photo(s) posted every day is/are related to the given theme</p> <p>(iii) Include caption related to theme and the three mandatory hashtags #NMM7dayschallenge #roadtohealthyliving #NMM2018</p> <p>(iv) Participants must post on Instagram with the required criteria until 11.59pm each day for 7 days starting on the 1st April 2018 to 7th April 2018</p> <p>Winners shall be notified by Direct/ Personal Message in their individual Instagram account.</p>
Prizes	<p>First prize: Kitchen appliances worth RM400 and RM100 sports apparel cash voucher</p> <p>Second prize: Kitchen appliances worth RM250 and RM100 sports apparel cash voucher</p> <p>Third prize: Kitchen appliances worth RM100 and RM100 sports apparel cash voucher</p> <p>3 x Consolation Prizes: RM100 kitchen appliances cash voucher</p>
Prize Claim/ Delivery Date	<p>Winners will be announced at the end of May 2018 in NMM official Instagram account. Winners must respond and claim their prize within one week after the official announcement and notification in their personal Instagram account.</p> <p>Prize will be delivered to winners mailing address. Winners shall provide clear and correct mailing address to avoid misdelivery. The Organizer will not be responsible for the misdelivery due to wrong or unclear mailing address given by the winners.</p>

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 Contest (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

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 Contest Period, make Prize substitutions, cancel, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).

1.3 The Organiser’s decision on all matters relating to the Contest 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 Contest 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:

- (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 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 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 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 Contest (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Contest 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, 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, Nutrition Month Malaysia, 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 Contestal 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. Publicity Rights

12.1 By participating in the Contest, Eligible Participant shall be deemed to have unconditionally accepted all the Terms and Conditions of this Contest and the Eligible Participant further

(i) agree to co-operate and comply with all Organizer's reasonable requests in connection with the Contest;

(ii) agree to disclose personal details to the Organizer and its relevant service providers for the purpose of the organizing, promoting and conducting the Contest ; and

(iii) consent to receiving promotional, marketing and other publicity information from Organizer from time to time.

12.2 Except where prohibited, by participating in "Road to Healthy Living (7-Day Challenge)Photo Instagram Contest" you agree to allow Sponsor and/or Sponsor's designee the perpetual right to use your name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

12.3 By participating in the "Road to Healthy Living (7-Day Challenge)", You consent Nutrition Month Malaysia and any of its holding, subsidiary or related companies, 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 in the Instagram entry for purposes of the "Road to Healthy Living (7-Day Challenge)". 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.

12.4 The Organiser may also use your personal information for purposes of contacting and sending to you marketing and Contestal information or materials about our products, services, samples, any Contests, events or contests organised by the Organiser.

12.5 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.

12.6 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:

- Email : enquiry@nutritionmonthmalaysia.org.my, or
- Call us : (03) 5632 3301/ 5637 3526

13. Right to Change the Terms and Condition

The Organizer further reserves the right to change procedures, rules, and regulations without prior notice. Any changes will be posted either within these T&C or in relevant communications. The Organizer may at any time, without notice, issue further terms and conditions to be read in conjunction with these T&C.

14. Miscellaneous

14.1 The Organizer, its employees, its holding, subsidiary or affiliate companies, its employees, and participating partners shall not be liable to the participant or any other party for any loss or damage

of whatsoever nature suffered by participant as a result of participation or non-participation in the Contest or as a result of any act or omission on the part of the Organizer in connection with the Contest.

14.2 The Organizer, its employees, its holding, subsidiary or affiliate companies, its employees, and participating partners shall not be liable for any default due to any act of natural calamities, war, riot, strike, lock out, industrial action, fire, flood, drought, storm or any event beyond their reasonable control.

14.3 The Terms and Conditions herein contained shall prevail over any provisions or representations contained in any brochure or other promotional materials advertised under this Contest.

14.4 All winners are obliged, if required by the Organizer, to attend the prize presentation ceremony and other publicity programs organized by the Organizer in connection with this Contest as and when required at the winners' own cost, unless expressly provided for by the Organizer. No claim or complaint will be entertained by the Organizer in the event the prizes are damaged, lost or not in the good conditions after thirty (30) days prizes are surrendered to the winners.

15. Personal Data Protection Act 2010

Pursuant to the Personal Data Protection Act 2010, by participating in this contest, you have understood and expressly consent to provide your personal information requested by the Organiser for this Event. You have agreed to grant the Organiser the right to collect, use, process and disclose your personal information provided for any purposes in connection with your participation in this contest.