



**Conquer the Nest Contest**

**TERMS AND CONDITIONS**

**Schedule to Conditions of Entry**

1. <b><u>Organiser:</u></b>	Nestlé Products Sdn. Bhd. [197901000966].
2. <b><u>Contest:</u></b>	<i>Conquer the Nest</i> is a virtual challenge for youth to participate in groups and showcase their creative, critical thinking skills in completing each challenge and progressing to the next level. The top 5 teams will be competing in the final challenge to win the title prize.
3. <b><u>Contest Period:</u></b>	The registration for the Contest starts on <b><u>27<sup>th</sup> July 2021</u></b> and closes on <b><u>30<sup>th</sup> July 2021</u></b> . The virtual challenge among registered teams will start on <b><u>31<sup>st</sup> July 2021</u></b> and ends on <b><u>12<sup>th</sup> August 2021</u></b> .
4. <b><u>Eligibility:</u></b>	The Contest is open to all Malaysian citizens, aged 18 years to 30 years as at the start of the Contest Period. The Organiser shall reserve the right to request for evidence of identification documents.
5. <b><u>Entry Method:</u></b>	<p>Participants are required to register in teams of 2 - 4 participants on <a href="http://graduan.com/conquerthenest">graduan.com/conquerthenest</a> to participate in the Conquer the Nest Contest. Participants are required to register individually and indicate their team names during registration.</p> <p>Upon registration, participants will receive an email notification from GRADUAN on 31<sup>st</sup> July 2021 detailing their first task, a Sustainability Challenge to complete. Participants are required to complete the task in their respective teams as per guideline provided and each team are to submit one submission in a form of photo or video to <a href="mailto:graduan@aspire.com">graduan@aspire.com</a> by 2<sup>nd</sup> August 2021. The submissions from the Sustainability Challenge will be evaluated based on team's creativity showcased through the originality of the product created and usability of the product created.</p> <p>Following to this, participants will receive an email notification from GRADUAN on 3<sup>rd</sup> August 2021 detailing their second task, a 1-minute video</p>

	<p>challenge to complete. Participants are required to complete the task in their respective teams as per guideline provided and each team are to submit one submission to <a href="mailto:graduan@aspire.com">graduan@aspire.com</a> by 5<sup>th</sup> August 2021. The submission from the 1-minute video challenge will be evaluated based on team’s creativity showcased through the uniqueness of the proposed idea, video content creativity and clarity of message, delivery of message, quality of video and feasibility of the proposed idea.</p> <p>Top 5 teams shortlisted from the video challenge will be notified via email notification from GRADUAN on 6<sup>th</sup> August detailing the final task, the strategy Pitch Challenge. Teams will be required to prepare their strategy pitch as per guideline provided and present their submission to the judges on 9<sup>th</sup> August 2021 in the Conquer the Nest final challenge presentation session. Teams presentation in the Strategy Pitch will be evaluated based on uniqueness of the proposed idea, comprehensiveness and feasibility of communication plan, presentation, and delivery of pitch.</p> <p>Teams winning 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> prize will be announced on 12<sup>th</sup> August 2021 during International Youth Day webinar session. The winning teams will be notified through email via <a href="mailto:graduan@aspire.com">graduan@aspire.com</a> by 13<sup>th</sup> August 2021 for prize delivery arrangements.</p>
<p>6. <b><u>Entry Deadline:</u></b></p>	<p>All participating teams will be required to submit their entry for the first challenge by 2<sup>nd</sup> August 2021. Following to this, teams will be provided with details on second challenge and they will be required to submit their entry for the second challenge by 5<sup>th</sup> August 2021. Following to this, shortlisted teams will be notified on their entry to the final challenge and they will be required to present their submission to panel of judges on 9<sup>th</sup> August 2021.</p> <p>All Contest entries received outside the Contest Period will be automatically disqualified.</p>
<p>7. <b><u>Prizes:</u></b></p>	<p>The there (3) category of prizes the winning team members will be entitled to are:</p> <ul style="list-style-type: none"> <li>● 1<sup>st</sup> Prize <ul style="list-style-type: none"> <li>○ Internship Offer from Nestlé Malaysia.</li> <li>○ Lunch opportunity with Juan Aranols, Chief Executive Officer, Nestlé MYSG at a time and place to be announced by the Organiser.</li> <li>○ Nestlé Merchandise</li> <li>○ E-certificate of participation</li> </ul> </li> <li>● 2<sup>nd</sup> Prize <ul style="list-style-type: none"> <li>○ Nestlé Merchandise</li> <li>○ E-certificate of participation</li> </ul> </li> <li>● 3<sup>rd</sup> Prize <ul style="list-style-type: none"> <li>○ Nestlé Merchandise</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ E-certificate of participation</li> </ul>
<p>8. <b><u>Judging Details –</u></b></p>	<p>Teams submission for each challenge will be evaluated based on a set of judging criteria specific to the task as listed below:</p> <ol style="list-style-type: none"> <li>1. Sustainability Challenge: <ul style="list-style-type: none"> <li>● Originality of the product created</li> <li>● Usability of the product</li> </ul> </li> <li>2. 1-minute video Challenge <ul style="list-style-type: none"> <li>● Uniqueness of proposed Idea or Content Creativity and Clarity</li> <li>● Message Delivery</li> <li>● Quality of Video as per requirement</li> <li>● Feasibility of the proposal</li> </ul> </li> <li>3. Strategy Pitch <ul style="list-style-type: none"> <li>● Uniqueness and creativity of proposed ideas</li> <li>● Comprehensiveness and feasibility of communication plan proposed</li> <li>● Presentation and delivery of pitch</li> </ul> </li> </ol>
<p>9. <b><u>Additional Terms:</u></b></p>	<p>The Organiser will contact all selected winners via <a href="mailto:graduan@aspire.com">graduan@aspire.com</a> email address to be notified on the contest results and obtain acknowledgment and consent for prize delivery.</p> <p>The Organiser shall not be responsible or be liable if any of the winners cannot be contacted within fourteen (14) days from the notification of the winners via <a href="mailto:graduan@aspire.com">graduan@aspire.com</a>. The Organiser reserves the full right to disqualify any winner if any attempt to contact them has failed for any reason whatsoever.</p> <p>The Organiser reserves the right to forfeit the prize if the Organiser’s attempt to deliver the prize fails for any reason whatsoever. The Organiser shall not be responsible or liable in anyway whatsoever in the event the parcel does not reach the winner’s address.</p> <p>The Organiser shall not be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, pandemic, epidemic, Government orders, act of sabotage, explosion, power blackout, earthquake, flood, war, labour disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.</p>

This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at URL: [graduan.com/conquerthenest](http://graduan.com/conquerthenest)

collectively “Terms and Conditions”, and shall be binding on all participants who participate in this Contest (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

Contact Email.: [graduan@aspire.com](mailto:graduan@aspire.com)

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## **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 these 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.
- (a) **Tickets to an Event:**  
The Organiser is not liable for any cancellation or re-scheduling that may prevent a Prize fulfilment. Tickets can only be used on the date(s) specified on the ticket.
- (b) **Travel/Holiday Prizes:**  
If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.
- 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 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.

## **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 Contest, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice in [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).

12.2 Dengan menyertai peraduan , Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur berdasarkan Notis Privasi di [www.nestle.com.my/info/privay\\_notice](http://www.nestle.com.my/info/privay_notice).