

## NESTLÉ YOUTH INNOVATOR PROGRAMME 2024 TERMS AND CONDITIONS

### A: Schedule to Conditions of Entry

<b>Organiser</b>	[Nestlé Products Sdn. Bhd. [45229-H]
<b>Challenge</b>	Nestlé Youth Innovators Programme 2024
<b>Challenge Background</b>	<p>Nestlé first ever Youth Innovators Programme organised by Nestlé Products Sdn Bhd that consists of selected universities including both local and private institutions. The competition aims to provide participating teams with an opportunity to innovate, seize opportunities, and address challenges within the FMCG industry. This project is a part of Nestlé’s Employer Branding and Talent Acquisition initiative and in collaboration with Nescafe.</p> <p>The ultimate objective of the competition is to cultivate critical thinking among students, offering them a platform to showcase their talents by developing a strategy or idea which sparks talkability and excitement amongst youths (18 to 25 years old) with Nescafe’s brand – whether it’s through product innovation, experiential engagements (digital / social / physical), partnership &amp; collaborations or marketing communications. The competition also fosters strong relationships between Nestlé and participating universities.</p>
<b>Challenge Period</b>	<p><b>Registration &amp; Business Idea Submission:</b> 1<sup>st</sup> July 2024 – 11<sup>th</sup> August 2024</p> <p><b>First Stage Selection Announcement &amp; Sharing of Next Challenge:</b> 15<sup>th</sup> August 2024</p> <p><b>Submission of Business Plan for First Stage:</b> 5<sup>th</sup> September 2024</p> <p><b>First Stage Presentation:</b> 9<sup>th</sup> September 2024 - 4<sup>th</sup> October 2024</p> <p><b>Announcement &amp; Briefing for Grand Finale:</b> 10<sup>th</sup> October 2024</p> <p><b>Grand Finale Presentation:</b> 11<sup>th</sup> November 2024</p>
<b>Entry Requirements &amp; Challenge Details</b>	<ol style="list-style-type: none"> <li>1. Open to both Malaysian and international students.</li> <li>2. Pre-final &amp; final year universities’ students from all fields of studies.</li> <li>3. Aged 18 (eighteen) to 29 (twenty-nine).</li> <li>4. Every entry submission is in Team. <ol style="list-style-type: none"> <li>a) Team Composition: Each participating team must consist of minimum 4 (four) and maximum 5 (five) members</li> <li>b) Gender Diversity: Team must be composed of a mixture of all genders. Each team should have at least one (1) male and one (1) female member</li> <li>c) Ethnicity Diversity: We encourage a diverse mixture of ethnic backgrounds</li> </ol> </li> </ol>

	<p>d) It is not allowed to modify the composition of the Team after the project submission</p> <p>5. Participating universities:</p> <ul style="list-style-type: none"> <li>a) Universiti Tun Hussein Onn (UTHM)</li> <li>b) Universiti Malaya (UM)</li> <li>c) Universiti Sains Malaysia (USM)</li> <li>d) Universiti Utara Malaysia (UUM)</li> <li>e) Universiti Teknologi MARA (UiTM)</li> <li>f) Taylor's University</li> <li>g) Sunway University</li> <li>h) HELP University</li> <li>i) Monash University</li> <li>j) Universiti Telekom Sdn Bhd (MMU)</li> </ul>
<b>Entry Method</b>	<ol style="list-style-type: none"> <li>1. Visit <a href="https://www.nescafe.com/my/our-campaigns/youth-innovators-programme-2024">https://www.nescafe.com/my/our-campaigns/youth-innovators-programme-2024</a> to find out more about the Challenge.</li> <li>2. To participate, form a team of 4 - 5 members following the entry requirements in terms of team composition, gender diversity, and ethnicity diversity. Once your team is formed, you can start brainstorming ideas.</li> <li>3. To register, click on the "Register" button on the <a href="https://www.nescafe.com/my/our-campaigns/youth-innovators-programme-2024">https://www.nescafe.com/my/our-campaigns/youth-innovators-programme-2024</a> site. You will be redirected to the Nestlé Youth Entrepreneurship Platform (YEP) to create an account. It is strongly encouraged that all team members register and create an account on YEP.</li> <li>4. Once you are logged in into the YEP, you will be directed to YEP page <a href="https://www.qmarkets.cloud/live/nestle/subdomain/nestle-youth-innovators-2024/end/campaign_overview?qmzn=iLWJJe">https://www.qmarkets.cloud/live/nestle/subdomain/nestle-youth-innovators-2024/end/campaign_overview?qmzn=iLWJJe</a> to access the brief challenge.</li> <li>5. On the page, click on [SUBMIT IDEA] to submit your team idea.</li> <li>6. Follow the submission procedure by providing all necessary information for participation management: <ul style="list-style-type: none"> <li>a) Group details (Ensure to add on all of your team members' details)</li> <li>b) Business Idea (Upload your business idea video 3 - 5 minutes length and any other necessary materials)</li> </ul> </li> <li>7. Click on [SUBMIT] to confirm the registration.</li> </ol>
<b>Entry Deadline</b>	All registrations and business idea submission must be received by the Organiser on or before [Sunday / 11 <sup>th</sup> August 2024/23:59:59].
<b>Judging criteria</b>	<p>Ideas would be evaluated based on:</p> <ol style="list-style-type: none"> <li>1. Viability: Positive impact on brand imagery</li> <li>2. Feasibility: Scalable and Practical</li> <li>3. Desirability: Resonates with Malaysian Youth</li> </ol>

	4. Creativity: Unique and Original
<b>Prizes</b>	<p><b>1<sup>st</sup> Place Winner:</b> Cash prize of RM 15,000, a challenge trophy and 3 Sessions of Mentoring by selected Nestlé Leaders</p> <p><b>2<sup>nd</sup> Place Winner:</b> Cash prize of RM 10,000</p> <p><b>3<sup>rd</sup> Place Winner:</b> Cash Prize of RM 7,000</p> <p><b>Finalists of Grand Finale:</b> Certificate for each team member</p>
<b>Prize Claim</b>	Prizes shall be claimable on 11 <sup>th</sup> November 2024 or such date announced by the Organiser after winners announcement
<b>Additional terms</b>	<p><b><u>Not an Offer or Contract of Employment</u></b></p> <p>Participant acknowledges that:</p> <ol style="list-style-type: none"> <li>1. his/her participation is voluntary;</li> <li>2. no confidential, fiduciary, agency or other relationship or implied in fact contract now exists between him/her and the Organiser or its affiliates and that no such relationship is established by his/her team's submission of an entry to the Challenge; and</li> <li>3. understand and agree that nothing in these Challenge Terms and Conditions or entry to the Challenge or a Prize may be construed as an offer or contract of employment with either the Organizer or its affiliates</li> </ol>

*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 who participate in this Challenge (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 Challenge Period, make Prize substitutions, cancel, terminate or suspend the Challenge in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their

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

- 1.3 The Organiser's decision on all matters relating to the Challenge including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

## **2. Challenge Entries**

- 2.1 By submitting an entry to the Challenge, 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 Challenge, 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 Challenge shall be borne by the Participant. However, accommodation expenses for grand finale participants will be covered by Nestlé, and a travel allowance will be provided, subject to a maximum amount as announced by Nestlé, upon submission of valid receipts.
- 2.4 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 The Participant must be aged 18 (eighteen) to 29 (twenty-nine). Eligibility is restricted to students who are in their pre-final and final year students from any of the universities specified in the Schedule to the Conditions of Entry.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Challenge including without limitation and identification documents.

## **4. Ineligibility**

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

- a) Participant from universities that not listed in the Schedule to Condition of Entry
- b) Participants who fall outside the specified age range
- c) Interns and/or students who is currently/or have completed an internship at Nestlé in the organizing department concerned, and/or have held a relevant position linked to the case study subject matter
- d) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses)
- e) Employees of the Organiser's agencies associated with the Challenge 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 Challenge by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Challenge 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 reserves the rights to extend the timelines and change the method of prizes fulfilment stated under this section at the discretion of the Organiser.

6.2 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 Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.

6.3 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.

6.4 Prize(s) are given out on an "as it is" basis. The Monetary Prizes shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with it to the fullest extent permitted by law. The university of first-place winner shall be responsible for the maintenance and safekeeping of the challenge trophy until it is collected by the Organiser for the following year's winner.

6.5 Winners of the Challenge must claim the prizes in person after the grand finale unless the Organiser prescribes other modes of collection.

6.6 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.

## **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 Challenge (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Challenge 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. Confidentiality**

Please note that the case study provided during the Challenge is strictly confidential and intended solely for use within the context of the Challenge. Participant is prohibited from circulating the case study materials outside of the Challenge. Additionally, these materials should not be reproduced, distributed, or utilized for any educational or instructional purposes beyond the scope of the Challenge. Ensuring the confidentiality of the case study is crucial to maintaining the integrity and fairness of the competition.

## **9. Intellectual Property Rights**

- 9.1 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 Challenge and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organiser.
- 9.2 Participant is prohibited from circulating, distributing and reusing any contents and/or materials submitted, made or created by the Participant in connection with the Challenge to any other educational institutions or organisational outside of the Challenge.
- 9.3 The Organiser has the right to use and modify all contents and/or materials submitted, made or created by the Participant in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have.

## **10. 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 Challenge, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Challenge or violation of the Terms and Conditions.

## **11. Limitation of Liability**

- 11.1 The Participant’s participation in the Challenge shall be at the Participant’s own risk.
- 11.2 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 Challenge, as well as the redemption and/or utilisation of any Prize won.

## **12. General**

- 12.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Challenge 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.
- 12.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Challenge materials) in connection with this Challenge, in particular that relates to the Prize, are the properties of their respective owners. This Challenge 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.
- 12.3 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.
- 12.4 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 Challenge.
- 12.5 Where the Terms and Conditions of the Challenge 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.
- 12.6 The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.

**13. Privacy Notice**

- 13.1 By participating in the Challenge, 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).

**14. Notis Privasi**

- 14.1 Dengan menyertai Pertandingan, Peserta bersetuju dengan pemprosesan Data Peribadi Peserta oleh Penganjur mengikut Notis Privasi di [www.nestle.com.my/info/privacy\\_notice](http://www.nestle.com.my/info/privacy_notice).