

REWARDING KITKAT® BREAK

Terms & Conditions

Information on how to participate in the **REWARDING KITKAT® BREAK** (the “**Promotion**”) and the Promotion Rules (as stated below) from the Promotion Terms and Conditions. All persons registering or taking part in this Promotion (the “**Participants**”) agree to be bound by these Promotion Terms and Conditions.

Promotion Rules

1. This Promotion is organised by NESTLÉ SINGAPORE (PTE) LTD, of 15A, Changi Business Park Central 1, #05-02/03, Eightrium @Changi Business Park, Singapore 486035 (“**Nestlé**”).
2. The Promotion is open to all individual Singapore residents who are:
 - (i) aged 18 and above as at the start of the Promotion Period (as defined below). Participants below the age of 18 shall obtain the necessary consent from their parents/legal guardians before participating in this Promotion and submitting any personal information, and shall furnish such proof of consent should organisers require it; and
 - (ii) not prohibited in any manner by any person, entity, authority or law anywhere in the world from participating in this Promotion or any similar Promotion.

Employees of: (a) Nestlé; and (b) Nestlé’s advertising agencies, and the immediate family members of these employees, are not eligible to participate in the Promotion. This Promotion is open to all citizens and permanent residents living in Singapore. Traders, distributors, retailers and online retailers purchasing in bulk for commercial purposes e.g. resale or export, (each a “**Commercial Party**”), and any entities and/or persons who are deemed to be a Commercial Party in Nestlé’s sole and absolute discretion are strictly not eligible for participation in this promotion.

By participating in the Promotion, each Participant represents and warrants that he/she has met the eligibility criteria stated in these Promotion Terms and Conditions.

3. The Promotion is valid for receipts from **27th February 2023** to **10th April 2023** (both dates inclusive, the “**Promotion Period**”).

Multiple entries are allowed per Participant, on condition that each entry submitted corresponds to a separate receipt, and that each Participant is only entitled to one prize in this Promotion.

The “**redemption item(s)**” or “**prize(s)**” available will be a S\$5 physical BreadTalk Voucher. Each Participant is entitled to a maximum of **3** redemptions (i.e., each Participant may only redeem a maximum of S\$15 worth of BreadTalk vouchers total). Redemption is on a “**first come first serve**”, “**while stocks last**” basis, **limited to the first 2,000 qualified redemptions**.

Upon successful verification of the submissions, eligible Participants will receive a confirmation email within 5 working days from the date of their submission, confirming their redemption eligibility. Nestlé is not obligated to contact Participants who do not qualify for the redemption.

HOW TO PARTICIPATE

Participants must purchase a minimum amount of S\$15 nett of **Nestlé KitKat® Participating Products*** in a single receipt at any of our Participating Retailers^.

(nett means the gross amount of purchases made, less deductions for any form of purchase discounts (e.g., discount cards, vouchers, points, etc), and product returns)

^Participating Retailers include Cheers, Cold Storage, Cold Storage Online, CS Fresh, FairPrice, FairPrice Online, Giant, Giant Online, PRIME, Redmart, Sheng Siong, Sheng Siong Online, Shopee or any other participating retailer(s) as announced by Nestlé during the qualifying Promotion Period.

*Participating Products include all KIT KAT® products imported by Nestlé Singapore Pte Ltd and World Food Specialties Pte Ltd. Products and variant availability may differ from store to store. Check in-store for more information.

QR Code Scan Method

Scan the QR code given on the promotional materials available in-store and at the following website <https://dearnestle.com.sg/promotions/rewardingkitkatbreak> and complete the redemption form with the requisite details. You will be required to upload the FULL ORIGINAL purchase receipt (receipt must show date and time of purchase) as well. All submissions must be completed by 12 April 2023. Proof of submission is not proof of receipt. Please retain original receipt for verification should you qualify for the redemption.

4. The prize(s) will be delivered to the relevant winners by way of registered mail to the address given by the relevant winner when completing the redemption form. Each Participant hereby warrants and undertakes that the contact details they provide are accurate and complete, and no change in the contact details will be entertained. It is each Participant's sole responsibility to ensure that the address provided for delivery remains valid. Nestlé takes no responsibility if delivery of the prize fails for any reason whatsoever. There will only be one (1) delivery attempt. No re-delivery attempt will be made in any circumstances whatsoever. Nestlé reserves the right to forfeit the prize in the event of failure of delivery, and the forfeited prize shall be dealt with by Nestlé in its absolute discretion. Nestlé takes no responsibility for any prizes damaged, delayed or lost in transit, and shall not be liable once the prizes have left the custody of Nestlé and/or Nestlé's affiliates, agents and/or service providers. Any other different arrangement for the collection and/or delivery of the prize(s) shall be at Nestlé's sole and absolute discretion on a case-by-case basis.
5. The award of prizes will be subject to verification to the full satisfaction of Nestlé. Any Participants who do not comply with the Promotion Terms and Conditions will be disqualified at the sole discretion of Nestlé.
6. Only entries that are considered as complete and correct by Nestlé will be eligible. Incomplete or illegible entries will be disqualified.
7. Applicable phone and telco charges may apply, and participants shall be responsible for these expenses.
8. Proof of submission is not proof of receipt, and Nestlé shall not be responsible or liable for any delay or non-receipt of submissions.
9. Participants shall participate in the Promotion on his/her own account, and shall not submit entries or participate on behalf of other persons. Each Participant represents and warrants that:
 - i. he/she has obtained all necessary consents, licenses and approvals required in connection with the Promotion and his/her participation, and

- ii. all materials, documents and forms submitted or created by him/her in connection with the Promotion are original and do not infringe on the rights of any party, including but not limited to any intellectual property rights, patent, trademark or brand name registered or enforceable anywhere in the world.
10. Participants shall ensure that they remain contactable at all times. If Nestlé is unable to contact any winner for any reason whatsoever, it may at its discretion elect to determine another winner in accordance with the Promotion mechanism.
 11. Nestlé may, without notice and at any time, substitute any prize with a prize of similar value, as determined by Nestlé. Prizes won are given out on an “as it is” basis, and are not transferable, or exchangeable or redeemable for cash. To the extent not prohibited by law, all warranties and representations in connection with the prizes are expressly excluded. Winners shall comply with and be bound by all terms which the prizes may be subject to.
 12. Nestlé may, at its sole discretion, modify the Promotion Terms and Conditions, make prize substitutions or cancel this Promotion, without prior notice to any person. Nestlé’s decisions on all matters relating to this Promotion will be final, binding and conclusive on all Participants, and no correspondence will be entertained.
 13. Where prizes contain a specified validity period during which it should be utilised, no requests for extensions or replacements whatsoever will be entertained. Prizes which remain unclaimed by any winner for 1 month after the announcement of the winners shall be conclusively forfeited by such winner, and the forfeited prize will be dealt with at Nestlé’s discretion in accordance with applicable laws.
 14. Nestlé may disregard or disqualify any entry, participant or winner, in such manner as Nestlé deems fit, without giving notice or reason, and without any liability to any person. In particular, no participant shall, or procure another person to, (i) tamper with the operation of the Promotion or any relevant website, (ii) participate in the Promotion in any manner which may create any prejudice to or anomaly in the scoring system or operation of the Promotion; and (iii) breach these Terms and Conditions or any other applicable law or regulation.
 15. To extent permitted by law, Nestlé will not be responsible or liable for any loss, injury, death, claim or damage suffered by any person arising out of or in connection with the Promotion and prizes, and each Participant and any person acting on his/her behalf shall indemnify Nestlé from any claims, losses, damages, costs or expenses incurred in connection therewith.
 16. The items awarded under the specific voucher(s) is provided by the participating vendor and subject to such further terms and conditions which may be imposed by each vendor. Nestlé shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the products and/or services provided under the voucher. Nestlé, shall at all times, not be held liable for any loss, injury, damage, or harm suffered as a result of availing the products and/or services under the voucher. Each Participant agrees that Nestlé is not and will not be an agent of any third-party service provider, and as such any and all disputes about the quality of products and/or standard of services provided by the service provider shall be solved directly with them.

17. By choosing to participate in this Promotion, **each participating Participant agrees and hereby consents** that Nestlé may collect, use and disclose such Participant's personal data to its affiliates, service providers and partners, for the following purposes in accordance with the Personal Data Protection Act 2012 ("**PDPA**") and Nestlé's data protection policy available at our website www.nestle.com.sg:

- (a) to administer this Promotion, including to contact Participants and to conduct verification and other actions in connection with this Promotion for the administration and delivery of prizes in relation to this Promotion;
- (b) use the personal data for promotional, advertising (included targeted advertising) or marketing activities which Nestlé believes may be of interest to the Participant;
- (c) to send out marketing, advertising (including targeted advertising), communication and promotional materials to the participant relating to any products manufactured, marketed or sold by Nestlé and its affiliates, service providers and commercial partners.

Any information, personal data and material about or obtained from the Participant may be accessed, stored or otherwise processed in any medium or format determined by Nestlé, and may be transmitted across national borders for storage and/or processing.

If a Participant requires access to his/her personal data or any amendment or correction to be made, or wishes to withdraw consent to any specific use of his/her personal data, he/she should email the relevant Nestlé officer at Nestle.privacy@SG.nestle.com. To find out more about how Nestlé uses a Participant's personal data, the Participant can refer to Nestlé Singapore's Privacy Policy online at <http://www.nestle.com.sg/info/privacypolicy>. To withdraw consent to any specific use of his/her personal data, please visit the "Unsubscribe" tab on www.nestle.com.sg or contact the relevant Nestlé officer at Nestle.privacy@SG.nestle.com.

18. Participants shall grant permission to Nestlé and its agents to take and to have full and free use of video/photographs containing their image/likeness, in any media or form ("**Materials**"). These Materials may be used for marketing, publicity and promotional purposes by and for Nestlé. Participants are not entitled to remuneration, residuals, royalties or any other payment from Nestlé in respect of the creation and use of their image/likeness and/or the Materials. Participants release, discharge, and hold harmless Nestlé and its agents, employees and officers from any and all claims, demands or causes of actions that they may hereafter have in connection with the Materials.

19. Intellectual Property Rights mean all patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Each Participant agrees that all worldwide Intellectual Property Rights in any statement, works or content submitted, made or created by a Participant in connection with the Promotion, including but not limited to any ideas and/or concepts, and any derivative works arising therefrom, are perpetually, unconditionally and absolutely assigned to, vested in, and

owned by, Nestlé (the “**Assigned Rights**”). Nestlé may use these statements/contents/works in any way it deems fit without compensation to any Participant, and each Participant waives all rights (including moral rights) he/she may have in such statements/contents/works. Each Participant agrees to execute all documentation to ensure the above, where required by Nestlé.

Each Participant warrants that: (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights, (b) it has not licensed or assigned any of the Assigned Rights other than under these Promotion Rules; (c) the Assigned Rights are free from any security interest, option, mortgage, charge or lien; (d) he or she is unaware of any infringement or likely infringement of any of the Assigned Rights, (e) all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights; (f) so far as he or she is aware, exploitation of the Assigned Rights will not infringe the rights of any third party; (g) the statements/contents/works are his or her original work and have not been copied from any other source.

20. This Promotion is governed by Singapore law, and each Participant shall submit to exclusive jurisdiction of the Singapore courts.

21. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Promotion, in particular that relating to the prizes, are the property of their respective owners. This Promotion, Nestlé, and its affiliates and contractors, are not affiliated with, endorsed or sponsored by, those owners and the owners’ relevant affiliates where those owners or the owners’ affiliates are not part of the Nestlé group of companies.

These terms and conditions are updated as of **7 February 2023**.