

STARBUCKS® BRING HOME THE TASTE OF JAPAN TERMS & CONDITIONS

BRING HOME THE TASTE OF JAPAN

Terms & Conditions

Information on how to participate in the Bring Home the Taste of Japan (the “**Contest**” or the “**Retail Contest**”) and the Contest Rules (as stated below) form the Contest Terms and Conditions. All persons registering or taking part in this Contest (the “**Participants**”) agree to be bound by these Contest Terms and Conditions.

Contest Rules

1. This Contest 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 Contest is open to all individual Singapore residents who are:
 - (i) aged 18 and above as at the start of the Contest Period (as defined below). Participants below the age of 18 shall obtain the necessary consent from their parents/legal guardians before participating in this Contest 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 Contest or any similar contest.

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 Contest.

This Contest 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**”), or any part(ies) or Participants deemed in Nestlé’s sole and absolute to be a Commercial Party, are strictly not eligible for participation in this promotion.

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

3. The Contest is valid from 6 February 2023 to 31 March 2023 (both dates inclusive, the “**Contest Period**”). Participants who purchase a qualifying amount of Participating Products* at Participating Retailers^ of the relevant Campaign (defined below) in a single receipt may Participate in the Bring Home the Taste of Japan Lucky Draw (“**Lucky Draw**”). Each valid receipt submitted entitles a Participant to one (1) draw chance.

*The Participating Products are:

- i. STARBUCK® by NESCAFÉ® Dolce Gusto capsules
 - o Cappuccino
 - o Caramel Macchiato
 - o Caffè Latte
 - o Latte Macchiato
 - o House Blend Americano
 - o Pike Place
 - o Espresso Roast
 - o Strawberry Latte
 - o Toffee Nut Latte



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- ii. STARBUCK® Whole Bean 200g
 - o Pike Place
 - o Espresso Roast
- iii. STARBUCK® Roast & Ground 190g/200g
 - o Veranda Blend
 - o House Blend
 - o Caffè Verona
 - o Holiday Blend
- iv. STARBUCK® by NESPRESSO® capsules
 - o Single-Origin Colombia
 - o House Blend Lungo
 - o Single-Origin Sumatra
 - o Breakfast Blend
 - o Espresso Roast
 - o Espresso Roast (Decaf)
 - o Pike Place Lungo
 - o Caffè Verona
 - o Holiday Blend
- v. STARBUCK® Premium Instant Mixes / Soluble
 - o Cappuccino
 - o Caffè Latte
 - o Caramel Latte
 - o Caffè Mocha
 - o Strawberry Latte Mixes
 - o Matcha Latte
 - o Toffee Nut Latte
 - o White Mocha
 - o Medium Roast Pure Soluble Black Coffee Tin
 - o Dark Roast Pure Soluble Black Coffee Tin
- vi. STARBUCK® Origami Pour Over Coffee
 - o House Blend
 - o Caffè Verona
 - o Spring Blend
 - o Holiday Blend
- vii. NESCAFE® Dolce Gusto® Machine
 - o PICCOLO XS (DARK RED)
 - o GENIO S Basic White
 - o GENIO S Plus Red
 - o GENIO S Plus Black
 - o GENIO S TOUCH Silver



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all of which must be imported and distributed by Nestle.

^The Participating Retailers are Cheers, Cold Storage, Cold Storage Online, CS Fresh, FairPrice, Giant, Giant Online, PRIME, Sheng Siong, Sheng Siong Online, Best Denki, COURTS, Gain City, Harvey Norman, TANGS. For the avoidance of doubt, no online or in-app purchases are eligible for this Campaign. Only in-store purchases with original receipts issued are eligible.

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 Contest.

HOW TO PARTICIPATE

STEP 1: ELIGIBILITY

Participants who purchase minimally SIX (6) STARBUCKS® AT HOME Participating Products* **OR** a minimum of S\$45 nett purchase of Participating Products **OR** at Participating Retailers^ in a single receipt may qualify for the Lucky Draw. Each qualifying receipt submitted entitles the Participant to one (1) draw chance. All an entry(ies) must be successfully submitted through

<https://dearnestle.com.sg/promotions/starbucks-sakura2023>,
<https://dearnestle.com.sg/promotions/starbucks-sakuraNDGMachineBundle>, and
<https://dearnestle.com.sg/promotions/starbucks-sakura2023-luckydraw>.

nett purchase means **final total value of Participating Products purchased in a single original receipt after any deductions for any form of purchase discounts (e.g., discount cards, vouchers, points, etc)*

There is no limit to the number of qualifying entry(ies) that may be submitted by a Participant, save that each qualifying entry must be submitted with a separate and unique receipt and each Participant is only entitled to one Prize in the Lucky Draw. Any Participant found to have submitted or attempt to submit multiple(s) of the same or similar receipts or copies thereof will be disqualified.

STEP 2: PARTICIPATION

Online Submission

Scan the QR code found on promotion material available in-stores and/or via the form: <https://dearnestle.com.sg/promotions/starbucks-sakura2023> and complete the redemption form with the requisite details (including providing consent to receive marketing materials from Nestlé). Participants will be required to upload the FULL ORIGINAL purchase receipt (receipt must show date and time of purchase) as well. Proof of submission is not proof of receipt. Please retain original receipt for verification should you qualify for Redemption and Contest.

There is no limit to the number of qualifying entry(ies) that may be submitted by a Participant, save that each qualifying entry must be submitted with a separate and unique receipt under the respective Campaign and each Participant is only entitled to one Prize in the Lucky Draw. Any Participant found to have submitted or attempt to submit multiple(s) of the same or similar receipts or copies thereof will be disqualified.

Prize

4. A total of 5 winners will each win a pair of tickets to Japan.*



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Description of Prize*	No. Of Prizes Available
A Pair of Tickets to Japan (in the form of Travel Vouchers), worth \$2,000	5 winners

*Subject to specific terms and conditions as may be stipulated by Chan Brothers Travel Pte Ltd

Winners of the Lucky Draw will be chosen by way of a random draw, conducted at Gage Redemption Centre, 2 Handy Rd, #04-01 the Cathay, Singapore 229233 and via https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWlyY2Y0OTMtODgyMi00ZmJiLTkxMmMtMDdjOTc2MGU3N2Yx%40thread.v2/O?context=%7b%22Tid%22%3a%2212a3af23-a769-4654-847f-958f3d479f4a%22%2c%22Oid%22%3a%2293019fac-6b8e-4ce1-a359-2617397a5ceb%22%7d on 17 April 2023 at 2.30PM.

**for the avoidance of doubt, 10 tickets in total are available for the entirety of the Contest, including the Products and Nestle Campaigns (as defined therein), the terms and conditions of which are available here : <https://dearnestle.com.sg/promotions/starbucks-sakura2023> and <https://dearnestle.com.sg/promotions/starbucks-sakuraNDGMachineBundle>.*

Participants who successfully complete Step 1 above and meet the minimum purchases (as the case may be) will be eligible to receive ONE (1) STARBUCKS® Mug (“**redemption item**”). The redemption item will be delivered together with the Participant’s order on the Participating Retailer. NESTLÉ takes no responsibility for any redemption items damaged, delayed or lost in transit, and shall not be liable once the redemption items have left the custody of NESTLÉ.

For the avoidance of doubt, the award of the redemption item is on a “**first come first serve**”, “**while stocks last**” basis.

5. The announcement of winners will be published within 7 days after the end of draw on the website of Nestlé Singapore (www.dearnestle.com.sg/promotions). Winners will be contacted through the contact number submitted for this Contest within **7 calendar days** after the Draw Date.
6. The award of prizes will be subject to verification to the full satisfaction of Nestlé. Any Participants who do not comply with the Contest Terms and Conditions will be disqualified at the sole discretion of Nestlé.
7. Upon successful verification, the winners will be contacted by a representative of Nestlé regarding the method of how the prize will be received, which is subject to Nestlé’s sole discretion.
8. Only entries that are considered as complete and correct by Nestlé will be eligible. Incomplete or illegible entries will be disqualified. Participants may not combine receipts and all receipts submitted for redemption must be the original receipt issued by the Participating Retailer.
9. Applicable phone and telco charges may apply, and participants shall be responsible for these expenses.
10. Proof of submission is not proof of receipt, and Nestlé shall not be responsible or liable for any delay or non-receipt of submissions. All late, incomplete, illegible, tampered entries will be disqualified. The receipts submitted must be original. No re-printed or photocopied receipts are allowed.
11. Participants shall participate in the Contest 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 Contest and his/her participation, and



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- ii. all materials, documents and forms submitted or created by him/her in connection with the Contest 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.
12. 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 Contest mechanism.
13. Nestlé may, without notice and at any time, substitute any redemption item and/or prize with an item and/or prize of similar value, as determined by Nestlé. Redemption items and/or prizes are redeemed on an “as is” basis and all warranties and representations are excluded to the fullest extent permitted by law. Redemption items and/or prizes are not transferable, or exchangeable or redeemable whether for cash, credit or other items (including another redemption item) in part or in full. Winners shall collect their prizes in person, and shall comply with and be bound by all terms which the prizes may be subject to.
14. To collect their prizes, winners shall present personally the following verification document:
 - (i) Contact number
 - (ii) Email
 - (iii) Receipt

Winners of the Contest will be contacted at their contact details submitted for entry. Upon successful verification, the winners will be contacted by a representative of Nestlé regarding the method of how the prize will be received, which is subject to Nestlé’s sole discretion.
15. Nestlé may, at its sole discretion, modify the Contest Terms and Conditions, make prize substitutions or cancel this Contest, without prior notice to any person. Nestlé’s decisions on all matters relating to this Contest will be final, binding and conclusive on all Participants, and no correspondence will be entertained.
16. 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.
17. 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 Contest or any relevant website, (ii) participate in the Contest in any manner which may create any prejudice to or anomaly in the scoring system or operation of the Contest; and (iii) breach these Terms and Conditions or any other applicable law or regulation.
18. 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 Contest 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.



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19. The redemption items awarded under this Contest 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. 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. 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.
20. By choosing to participate in this Contest, **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, as provided in the SMS submission, 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 Contest, including to contact Participants and to conduct verification and other actions in connection with this Contest for the administration of prizes in relation to this Contest;
 - (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.

21. 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.
22. 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,



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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 Contest, 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 Contest 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.

23. This Contest is governed by Singapore law, and each Participant shall submit to exclusive jurisdiction of the Singapore courts.
24. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Contest, in particular that relating to the prizes, are the property of their respective owners. This Contest, 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.
25. Each Participant: (i) shall be bound by and comply with all the Third Party’s terms and conditions of use, and grants the Third Party a complete release of all liabilities which may arise in connection with the Contest, and (ii) acknowledges that the Contest is in no way sponsored, endorsed or administered by, or associated with, Third Party and that he/she is providing information to Nestlé and not to the Third Party.

