

# NESTLE - FAIRPRICE Exclusive Lucky Draw May 2023

## Terms & Conditions

Information on how to participate in the **NESTLE - FAIRPRICE Exclusive Lucky Draw May 2023** (the “**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, Eigthrium @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. 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.

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.

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 **15 May 2023** to **12 June 2023** (both dates inclusive, the “**Contest Period**”).

## **HOW TO PARTICIPATE**

**STEP 1:** From 15 May 2023 to 12 June 2023, Participants must purchase a minimum of \$12 nett of Nestlé **Participating Products**\* in a single receipt at the stipulated **Participating Retailer**<sup>^</sup>. A minimum of S\$12 spent on Participating Products in that receipt will entitle the relevant Participant to one (1) draw chance.

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

\*Participating Products means products from participating product brands MILO®, NESCAFÉ®, COFFEE MATE®, NESTUM®, OMEGA®, KITKAT®, and MAGGI®, Nestlé Breakfast Cereals range, NESCAFÉ® DOLCE GUSTO® capsules, HARVEST GOURMET, all of which are imported and distributed by NESTLÉ Singapore only. Excludes Infant, NESCAFÉ® DOLCE

GUSTO® Machines, chilled & frozen, and non-retail packs/ NESTLÉ PROFESSIONAL® range and excludes all parallel imports.

^ Participating Retailer: NTUC FairPrice, FairPrice Online, during the qualifying promotion period.

**STEP 2:** To participate, Participants must submit their details by scanning the QR code available from in-store materials, or by submitting by way of post the lucky draw form made available in-store. All entries (whether by scanning QR code or by post) must be submitted or otherwise reach Nestlé by **21 June 2023**. It is each Participant's sole responsibility to ensure the submissions reaches Nestlé by the aforementioned date. Participants will be required to complete the form with purchase details and upload the FULL ORIGINAL purchase receipt. For entries sent by post, the full original purchase receipt must be attached to the lucky draw form. No copies are allowed. It is each Participant's sole responsibility to ensure that Nestlé receives the original purchase receipt in full, undamaged and legible condition. Nestlé is under no obligation to contact Participants to inform them that their entry has been successfully received.



<https://dearnestle.com.sg/promotions/fpmay2023>

**STEP 3:** There will be 1 lucky draw, and a total of 20 winners will win a **Happycall Noire I.H. 26cm Deep Wokpan with Lid**. The winners will be chosen by way of a random draw, held on **3 July 2023** ("Draw Date") and conducted at Nestlé's office at 15A Changi Business Park Central 1, Eightrium@Changi Business Park, 486035 and via Microsoft teams at the following link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZTdiMjlxYzQtMTkxYS00ZWJjLTlmMzMtYTQyYTMwMTYwYzQy%40thread.v2/0?context=%7b%22id%22%3a%2212a3af23-a769-4654-847f-958f3d479f4a%22%2c%22oid%22%3a%22c83c8880-58f5-49e6-aba7-e75211844230%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTdiMjlxYzQtMTkxYS00ZWJjLTlmMzMtYTQyYTMwMTYwYzQy%40thread.v2/0?context=%7b%22id%22%3a%2212a3af23-a769-4654-847f-958f3d479f4a%22%2c%22oid%22%3a%22c83c8880-58f5-49e6-aba7-e75211844230%22%7d)

4. Winners will be contacted through the email address and by post to the postal address submitted for this Contest within **7 calendar days** after the Draw Date. Nestlé is under no obligation to contact Participants who do not win.
5. 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.
6. 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.
7. Only entries that are considered as complete and correct by Nestlé will be eligible. Incomplete or illegible entries will be disqualified.

8. Applicable phone and telco charges may apply, and participants shall be responsible for these expenses.
9. 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.
10. 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
  - 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.
11. Participants shall ensure that they remain contactable at all times. If Nestlé fails to contact any winner for any reason whatsoever, it may at its discretion elect to determine another winner in accordance with the Contest mechanism.
12. 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 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. 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.
13. To collect their prizes, winners shall present personally the following verification document:
  - (i) Contact number
  - (ii) Email

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.
14. 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.
15. 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.

16. 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.
17. 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.
18. The prize awarded 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 and/or goods provider shall be solved directly with them.
19. 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](http://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](mailto: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](http://www.nestle.com.sg) or contact the relevant Nestlé officer at [Nestle.privacy@SG.nestle.com](mailto:Nestle.privacy@SG.nestle.com).

20. 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.

21. 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 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.

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

23. 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.

These terms and conditions are updated as of **12 May 2023**.

For any enquiries relating to the promotion please contact

Nestlé Consumer Services at toll-free line 800 6011 633 or email [consumer.services\\_sg@care.nestle.com](mailto:consumer.services_sg@care.nestle.com) with subject "NESTLE - FAIRPRICE Exclusive Lucky Draw May 2023".