

GO FOR IT WITH MILO® NATIONWIDE CONSUMER PROMOTION 2023

Terms & Conditions

Information on how to participate in the “GO FOR IT with MILO® CONTEST” (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 organized 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 organizers 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.

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 **1st November 2023 00:00hrs** to **31st December 2023 23:59hrs** (both dates inclusive, the “Contest Period”).

How to participate

Step 1: Participants are to purchase either a HOT MILO® or ICED MILO® from Participating Restaurants (full list available at Appendix 1).

1. One **HOT** MILO® beverage purchase entitles the Participant to **one (1)** draw chance.
2. One **ICED** MILO® beverage purchase entitles the Participant to **two (2)** draw chances.

For all dine-in, takeaway or delivery orders, please note that in the event there are multiple MILO® purchases in the same receipt, the submission for the receipt will only record the draw chance(s) of one (1) MILO® purchase as per the entry i.e HOT/ICED entered by the Participant.

For example:

Participant orders a meal with one HOT MILO® beverage (one draw chance) and two ala-carte ICED MILO® beverages (two draw chance x 2) in one receipt. Participant is entitled to a total of **five (5)** draw chances in the Contest.

Step 2: Scan the QR code found on the Contest promotional materials available at all Participating Restaurants and on the following website <<https://dearnestle.com.sg/promotions/goforitwithmilodraw2023>> and complete the form with the requisite details.

Participants are required to enter their contact and other details specific to their purchase. Once the fields are completed, the Participants shall upload a copy of the official receipt of their purchase to finalise the entry. Digital receipts and/or physical receipts are permissible for submission. **Photocopied and/or edited receipts are strictly not allowed.** Participants are required to retain the original receipt as proof of purchase.

Step 3: Nestlé will select **THREE(3)** winners for each Bi-Weekly draw with a total of 12 winners over 4 bi-Weekly draws (“Bi-Weekly Draw”) & **THREE(3)** winners for the grand draw (“Grand Draw”).

There shall be no limit to the number of entries that each Participant may submit each day but each winning Participant can only win a maximum of one (1) prize in the Bi-Weekly Draw in this Contest. For the avoidance of doubt, if a Participant is drawn more than once to win a prize for multiple qualifying

submissions made, he/she will not be entitled to the subsequent Bi-Weekly prizes drawn. The Participant will still be entitled to a chance in the Grand Draw.

PRIZES

There will be a total of four (4) Bi-Weekly Draws and one (1) Grand Draw in this Contest. Winners of the Bi-Weekly Draw and Grand Draw will be chosen by way of a random draw, held on the respective draw dates indicated in the table below:

Draw	Prize(s)	Qualifying Draw Period	Last time/day of entry submission	Draw Date	No. of Winner(s)
Bi-Weekly Draw 1	AirPods Pro (2 nd Gen)	1 Nov – 14 Nov 23	23:59hrs ;14 Nov 23	11:00hrs; 17 Nov 23	3
Bi-Weekly Draw 2	AirPods Pro (2 nd Gen)	15 Nov – 28 Nov 23	23:59hrs ;28 Nov 23	11:00hrs: 1 Dec 23	3
Bi-Weekly Draw 3	AirPods Pro (2 nd Gen)	29 Nov – 12 Dec 23	23:59hrs ;12 Dec 23	11:00hrs; 15 Dec 23	3
Bi-Weekly Draw 4	AirPods Pro (2 nd Gen)	13 Dec – 31 Dec 23	23:59hrs ;31 Dec 23	11:00hrs; 3 Jan 24	3
Grand Draw	iPhone 15 Pro (128GB)	1 Nov – 31 Dec 23	23:59hrs; 31 Dec 23	11:00hrs; 3 Jan 24	3

Bi-Weekly Draw

- i. Submissions for the Bi-Weekly Draw will factor in the dates of the receipts i.e. if the date falls within/by the cut off date for each Bi-Weekly Draw, these submissions will be accepted. If the dates on the receipts were to fall after the cut-off date, these submissions will not be considered for the subsequent Bi-Weekly Draws but will be considered for the Grand Draw.
- ii. Non-winning entries from previously conducted Bi-Weekly Draw(s) will not be automatically entered into subsequent Bi-Weekly Draws.

Grand Draw

- i. To be eligible for the Grand Draw, Participants must submit their entry during the Contest Period.
- ii. Each Participant is only entitled to win one (1) prize in the Grand Draw.

*To reiterate: all entries submitted during the Contest Period are applicable for the Grand Draw, including past Bi-Weekly draw winners, provided that they meet the requirements set out in these Contest terms and conditions.

The lucky draw will be conducted **at KHAYA ASIA, 5008 ANG MO KIO AVENUE 5, #04-09, TECHPLACE 2, SINGAPORE 569874** by means of a computerised system and via video conference at the following link:

Draw	Draw Date	Link to Draw
Bi-Weekly Draw 1	17 Nov 23	https://bit.ly/miloncp2023-1
Bi-Weekly Draw 2	1 Dec 23	https://bit.ly/miloncp2023-2
Bi-Weekly Draw 3	15 Dec 23	https://bit.ly/miloncp2023-3
Bi-Weekly Draw 4 & Grand Draw	3 Jan 24	https://bit.ly/miloncp2023-4

Upon successful verification, a representative of Nestlé will contact the Winners through the contact details submitted for this Contest regarding the method of how the prize will be received, which is subject to Nestlé's sole discretion.

Winners will also be announced on Nestlé's Dear Nestle website.

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.

Multiple entries submitted using the same receipt will be invalid. Only entries that are considered as complete and correct by the Nestlé will be eligible. Incomplete or illegible entries will be disqualified.

4. Each Participant hereby warrants and undertakes that the contact details they provide are accurate and complete, and changes in the contact details will only be entertained at Nestlé's sole discretion. It is each Participant's sole responsibility to ensure that such contact details remains valid, and that the Participant receives the confirmation email in a timely manner (for example, it is up to the Participant to monitor their spam/junk folders in case the confirmation email is received in the spam/junk folder).
5. Participants shall ensure that they remain contactable at all times. If Nestlé is unable to contact any winner for any reason whatsoever, Nestlé may at its sole discretion elect to determine another winner in accordance with the Contest mechanism. Winner(s) will be contacted by telephone call to their submitted contact details within 7 days of each relevant draw date.
6. Applicable phone and telco charges may apply, and Participants shall be responsible for these expenses.
7. Proof of submission is not proof of receipt, and Nestlé shall not be responsible or liable for any delay or non-receipt of submissions.
8. 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.
9. 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. (12) Bi-Weekly Winners & (3) Grand Winners shall collect their prizes in person, and shall comply with and be bound by all terms which the prizes may be subject to.

10. NESTLÉ may use third party service providers to make the delivery of the Prizes. 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. Winners must remain contactable at all times and provide reasonable assistance to NESTLÉ and/or any third party service provider NESTLÉ may engage for the delivery of the Prizes. If in NESTLÉ's sole discretion the winner does not respond or is otherwise uncontactable within 2 calendar days from NESTLÉ's last contact with the winner, NESTLÉ reserves the right to disqualify the relevant winner and to select another winner with or without notice to the relevant winner.
11. Delivery slots are fixed and the stated delivery period will be provided to the relevant winner. Only qualified entries will be processed and contacted. Up to two (2) delivery attempts shall be made. If the delivery of the Prize(s) fails for any reason, the relevant winner's Prize(s) will be forfeited after 2 failed delivery attempts or 30 days after the relevant draw date (whichever is the earlier), and the winner shall not have any claim against NESTLÉ for such forfeiture. No requests for extensions of the delivery period shall be entertained.
12. 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.
13. 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.

14. To the 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.

15. 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, make any amendment or correction to his/her personal data, 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

16. 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.
17. Intellectual Property Rights mean all patents, rights to inventions, copyright and neighbouring and related rights, trademarks 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, 6 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, work 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.

18. This Contest is governed by Singapore law, and each Participant shall submit to exclusive jurisdiction of the Singapore courts.
19. 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, 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.
20. 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.

These terms and conditions are updated as of 1 November 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 with subject "(GO FOR IT WITH MILO® NATIONWIDE CONSUMER PROMOTION 2023)". Only correspondence by way of email will be accepted. All correspondence and decisions by NESTLÉ shall be final.