

NESCAFÉ WIN A BALMUDA TOASTER 2024

Terms & Conditions

Information on how to participate in NESCAFÉ WIN A BALMUDA TOASTER (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 “**Participant(s)**”) 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.

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 1 March 2024 00:00HRS to 30 April 2024 23:59HRS (both dates inclusive, the “**Contest Period**”).

HOW TO PARTICIPATE

STEP 1: Participants who purchase any two (2) packs of NESCAFÉ Participating Products* at Participating Retailers^ in a single receipt may participate in our lucky draw, with a total of ten (10) winners at the end of the Contest Period.

*Participating Product means all NESCAFÉ® products, all of which are imported and distributed by NESTLÉ Singapore only. Excludes MILO®, NESCAFÉ® DOLCEGUSTO®, NESCAFÉ® Ready-to-Drink, COFFEE-MATE®, OMEGA®, NESTUM®, NESPRAY®, EVERYDAY®, MAGGI®, KITKAT®, NESTLÉ® Breakfast Cereals, BUITONI®, HARVEST GOURMET®, Infant, Chilled and Frozen, STARBUCKS® At Home products and non-retail packs / NESTLÉ PROFESSIONAL® range and any other ongoing NESTLÉ promotional premium packed products (i.e., products with free gift promotion) as instructed on the respective packs.

^Participating Retailers include FairPrice, Cold Storage, Giant, Sheng Siong, Prime Supermarkets or any other participating retailer(s) as announced by Nestlé during the Contest Period.

STEP 2: To participate in the Contest, Participants may submit a form using the QR Code Scan Method below between **1 March 2024 00:00 Hrs to 30 April 2024 23:59 Hrs.**

QR Code Scan/Microsite

Scan the QR code on the promo panels in-store or go to the following website : <https://dearnestle.com.sg/promotions/nescafewinbalmuda> and complete the form with the requisite details. Participants will be required to upload the FULL ORIGINAL purchase receipt (receipt must show date and time of purchase) as well. Please retain original receipt for verification should you qualify for the Contest.

Applicable phone and telco charges may apply, and Participants shall be responsible for these expenses.

Each receipt submission will entitle the Participant to one (1) draw chance. 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 (1)** prize in this Contest.

Participants agree that acceptance of the receipt and qualification for the Contest is subject to Nestlé's verification of the receipt at Nestlé's sole and absolute discretion. Participants agree and consent to Nestlé's employees, agents, third party service providers, or representatives contacting (by telephone, electronic message, or by email) the relevant Participant to verify the Participant's purchase and receipt. For the avoidance of doubt, any Participant who (i) submits or is found to have attempted to submit multiple entries using the same receipt; or (ii) refunds or returns the participating product; or (iii) at any time Nestlé at its sole and absolute discretion suspects any fraud, collusion, illegal or unlawful activity, by the Participant or reasonably believes that the Participant is involved in manipulating, rigging, abusing, cheating the underlying system or is otherwise engaged in any activity calculated to game the system or gain an unfair advantage; or (iv) otherwise breaches these Terms and Conditions in any way may be disqualified at Nestlé's sole and absolute discretion, and any prizes that may have been awarded to and/or redeemed by that Participant shall be forfeited and returned to Nestlé immediately on demand (if already redeemed and collected by that Participant). The Participant will also not be eligible to participate in any lucky draw for the remaining Contest Period.

PRIZE

Ten (10) winners will each win a BALMUDA THE TOASTER.

Winners will be chosen by way of a random draw, witnessed by a registered public accountant and held on **2 May 2024 11:00HRS** via video call at the following link:

Meeting Link:

<https://us05web.zoom.us/j/85730334123?pwd=G6yq0qKY1M83q8ZLDIsSVhhq2L7osj.1>

Meeting ID: 857 3033 4123

Passcode: nescafewin

4. Winners will be published on <https://dearnestle.com.sg/promotions/nescafewinbalmuda> on 2nd May 2024 at 17:00HRS.
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 within seven (7) days of the publication of results regarding the method of how the prize will be received, which is subject to Nestlé's sole discretion.
7. To collect their prizes, winners shall personally present the following verification documents at the specified redemption location:
 - (i) Original prize notification from Nestlé's representative;
 - (ii) Original receipt;
 - (iii) NRIC / Driver License / Work Pass .

The above documents are required only to verify the winners collecting their prizes, and none of the above documents will be collected and retained. In the event that the winner is unable to collect their prize personally, they must authorise someone to collect the prize on their behalf.
8. Failure to provide proof of receipt during prize redemption will result in the prize being forfeited, subject to Nestlé's sole discretion.
9. Only entries that are considered as complete and correct by Nestlé and submitted within the Contest Period will be eligible. Incomplete, illegible or late entries will be disqualified.
10. Applicable phone and telco charges may apply, and participants shall be responsible for these expenses.
11. Proof of submission is not proof of receipt, and Nestlé shall not be responsible or liable for any delay or non-receipt of submissions.
12. 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.
13. 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.
 14. 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 collect their prizes in person, and shall comply with and be bound by all terms which the prizes may be subject to.
 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. All prizes must be collected within the stated collection period in the prize notification. Winners who (i) do not respond after being contacted via a Nestlé representative; or (ii) do not collect their prize(s) by the stated collection period in the prize notification; or (iii) breach any of these Contest Terms and Conditions, will be disqualified and the prize(s) 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.

19. 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.
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 (including 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, 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