

MILO® Sachet Win 24k Gold Promotion 2024

(Update as of 26 April 2024: Contest has been extended from 29th April 2024 to 9th June 2024. Please refer below for the updated details and Terms and Conditions below)

Terms & Conditions

Information on how to participate in the MILO® Sachet Win 24K Gold Promotion 2024 (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, Eghtrium @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 11th March 2024 00:00 HRS to 21st April 2024 23:59 HRS (both dates inclusive, the “**Contest Period**”).
- 3A. **The Contest has been extended from 29th April 2024 00:00 HRS to 9th June 2024 23:59 HRS (both dates inclusive, the “Extended Contest Period”). Any purchase on or before 29th April 2024 00:00 HRS will be eligible to participate in the Contest during the Extended Contest Period, subject to the terms and conditions below.**

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: To qualify for the Contest, Participants must purchase a pack of MILO® Sachet “Win 24k Gold” Promotion Pack (the “**Promotion Pack**”).

STEP 2: Submit your entry via the webpage (nes.tl/milowingold24) 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.

Each Participant hereby warrants and undertakes that the contact details they provide are accurate and complete, and it is the Participant's sole responsibility to ensure that the contact details provided remains valid at all material times. If Participants have submitted an invalid receipt, or input the wrong number of Promotion Packs purchased, any prizes that they have won subsequently will be forfeited.

STEP 3: Once the Participant has submitted their details, he/she will be directed to a Spin & Win page. Each Promotion Pack will entitle the Participant to 1 spin chance (e.g., if Participant purchased 3 Promotion Packs, they would have 3 chances to spin the wheel). Validation of the entries will be done to ensure that all information submitted by the Participants are accurate.

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 Promotion Pack; 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 .

STEP 4: There will be a total of 12 weekly winners throughout the Contest Period (total 72 winners) which will be determined through the Spin & Win system randomly by means of a computerized system which is not conducted in public but shall be audited by a registered auditor who is not in the employment of Nestlé and Nestlé's advertising agencies.

STEP 4A: There will be 1 winner in each of the bi-weekly draw throughout the Extended Contest Period (total 3 winners) which will be determined through the Spin & Win system randomly by means of a computerized system which is not conducted in public but shall be audited by a registered auditor who is not in the employment of Nestlé and Nestlé's advertising agencies.

Contest Week	Submission Date of Entry	Winner Announcement Date	No. of Prize Winners
Week 1	11th Mar - 17th Mar	20th Mar (Wed)	12
Week 2	18th Mar – 24th Mar	27th Mar (Wed)	12
Week 3	25th Mar – 31st Mar	3rd April (Wed)	12
Week 4	1st Apr – 7th Apr	10th April (Wed)	12
Week 5	8th Apr – 14th Apr	17th Apr (Wed)	12
Week 6	15th Apr – 21st Apr	24th Apr (Wed)	12

Extended Contest Period

Contest Week	Submission Date of Entry	Winner Announcement Date	No. of Prize Winners
Extended Week 1-2	29 th Apr – 12 th May	15 th May (Wed)	1
Extended Week 3-4	13 th May – 26 th May	29 th May (Wed)	1
Extended Week 5-6	27 th May – 9 th May	12 th Jun (Wed)	1

4. Winners will be published on nes.tl/milowingold24 every Wednesday at 18:00HRS.
- 4A. **Winners for the Extended Contest Period will be published on nes.tl/milowingold24 18:00HRS on the dates in the table above.**
5. Upon successful verification, winners (which only include Participants who have won a prize and whose entries have been validated to be valid) will be contacted via email at their contact details submitted for entry. They will receive a confirmation email within 3-5 working days of their entry submission regarding the method of how the prize will be received, which is subject to Nestlé's sole discretion.
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. To collect their prizes, winners shall personally present the following verification documents at the specified redemption location:
 - (i) The 'Redemption Letter' (digital or printed);
 - (ii) The Original Receipt (actual only, no copies); and
 - (iii) Any form of ID with name matching online submission (e.g. IC, passport, driver's license etc.)

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. Only entries that are considered as complete and correct by Nestlé will be eligible. Even if Participants have won a prize through the Spin & Win, their prizes will be forfeited if the validation of their submission fails subsequently.
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.
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
 - 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 always remain contactable. 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.
13. 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.
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. 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 Condition 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.
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. 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.

19. 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.
20. 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.

21. This Contest is governed by Singapore law, and each Participant shall submit to exclusive jurisdiction of the Singapore courts.
22. 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 26 Apr 2024.

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 "MILLO® Sachet Win 24k Gold Promotion 2024"