

Cele-break with KitKat®

Terms & Conditions

Information on how to participate in the Cele-break with KitKat® (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, 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 28 November 2023 to 10 February 2024 (both dates inclusive, the “**Contest Period**”). Participants who purchase a minimum amount of \$18 worth of KitKat® Participating Products* at Participating Retailers^ in a single receipt may:

Participate in Weekly Lucky Draws (x20 winners per week throughout entire Contest Period), and further, the Grand Lucky Draw (x3 winners throughout entire Contest Period) (each a “Campaign” and collectively, the Contest).

*Participating Products includes all KitKat® chocolate confectionery products imported by Nestlé Singapore Pte Ltd and World Food Specialties Pte Ltd. Products and variant availability may differ from store to store. Check in-store for more information.

^Participating Retailers include Cheers, Cold Storage, Cold Storage Online, CS Fresh, FairPrice, FairPrice Online, Giant, Giant Online, PRIME, Redmart, Sheng Siong, Sheng Siong Online, Shopee or any other participating retailer(s) as announced by Nestlé during the qualifying Promotion Period.

HOW TO PARTICIPATE

STEP 1: To participate, Participants may submit a redemption form between 28 November 2023 to 12 February 2024 (both dates inclusive). Participants who purchase a minimum amount of S\$18 nett worth of KitKat® Participating Products* from any of our Participating Retailers^ in a single original physical receipt are eligible to participate in this Contest. Each

receipt submitted entitles you to one (1) draw chance. Multiple entries are allowed per Participant, on condition that each entry submitted corresponds to a separate receipt. For the avoidance of doubt, any electronic invoices or receipts issued by any of the participating retailers submitted by the Participant shall not be eligible.

STEP 2: QR Code Scan Method

Scan the QR code given on the promotional materials available in-store and at the following website: <https://dearnestle.com.sg/promotions/celebreakwithkitkat> and complete the redemption form with the requisite details. You 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 by Nestlé. 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.

STEP 3: Winners will be chosen by way of a random draw, held on the respective draw dates (indicated in the table below) and conducted at **1 Rochor Canal Road #04-13 Sim Lim Square S188504** and via Zoom at the following link: www.ororedemption.com/celebreakwithkitkat. The password for the Zoom is: celebreakwithkitkat2023

Weekly Lucky Draw Campaign

Draw Week	Weekly Draw Qualifying Dates	Draw Date	Prize No. of Winners
Week 1	28 November 2023 00:00 Hrs to 3 December 2023 23:59 Hrs	14 December 2023 15:00 Hrs	20
Week 2	4 December 2023 00:00 Hrs to 10 December 2023 23:59 Hrs		20
Week 3	11 December 2023 00:00 Hrs to 17 December 2023 23:59 Hrs	28 December 2023 15:00 Hrs	20
Week 4	18 December 2023 00:00 Hrs to 24 December 2023 23:59 Hrs		20
Week 5	25 December 2023 00:00 Hrs to 31 December 2023 23:59	11 January 15:00 Hrs	20
Week 6	1 January 2024 00:00 Hrs to 7 January 2024 23:59 Hrs		20
Week 7	8 January 2024 00:00 Hrs to 14 January 2024 23:59 Hrs	25 January 15:00 Hrs	20
Week 8	15 January 2024 00:00 Hrs to 21 January 2024 23:59 Hrs		20
Week 9	22 January 2024 00:00 Hrs to 28 January 2024 23:59 Hrs	8 February 15:00 Hrs	20
Week 10	29 January 2024 00:00 Hrs to 4 February 2024 23:59 Hrs		20

Week 11	5 February 2024 00:00 Hrs to		20
	12 February 2024 23:59 Hrs	15 February 2024 15:00 Hrs	

Grand Lucky Draw Campaign

Draw Week	Weekly Draw Qualifying Dates	Draw Date	No. of Winners	Prize
Week 1	28 November 2023 00:00 Hrs to 12 February 2024 23:59 Hrs	15 February 2024 15:30 Hrs	3	

- i. Weekly Draw Qualifying Dates are based on date of submission of entry.
- ii. Eligible entries which do not win a prize during the relevant weekly lucky draw will not roll over for inclusion in the subsequent weekly lucky draws, **BUT** shall be included in the final draw for the Grand Lucky Draw.
- iii. Backup Winners: In the event any of the initial winners are unresponsive, cannot be contacted or otherwise are unable to be awarded/collect their prize(s) for any reason whatsoever, there will be a total of 6 backup winners for the Week 1-11 draws, and 3 backup winners for the Grand Draw. Backup winners will be ordered according to the order of the draw. E.g. 1st drawn backup = 1st backup; 2nd drawn backup = 2nd backup

PRIZE

4. For the Weekly Lucky Draw Campaign, a total of 220 winners will each win a S\$100 cash prize in the form of cash. For the Grand Lucky Draw campaign, a total of three (3) winners will each win a S\$5,888 cash prize which shall be in the form of a cashier's order and shall only be valid for 6 months. Only 1 cashier's order will be issued. There will strictly be no reissuance, replacement, or extension of the cashier's order. For the avoidance of doubt, Participants will be entitled to win one prize from each Draw Week of the Weekly Lucky Draw Campaign for the duration of the Contest. For example, the maximum prize(s) a single Participant may win over the entire Campaign amounts to eleven (11) S\$100 cash prize for each week of the weekly lucky draw and one (1) S\$5,888 for the grand lucky draw). By participating in the Contest, all Participants hereby agree and unequivocally consent to Nestlé using the Participant's submitted contact number and email address to inform the relevant Participant if the Participant is a winner.
5. The winner(s) will be published in the following format (full name, last 4 numbers of provided mobile number) on Nestlé's website at: <https://dearnestle.com.sg/promotions/celebreakwithkitkat> within 7 working days after the applicable Draw Date. Participants shall ensure that they remain contactable at all times. Winners are to collect their prize(s) within 14 working days ("**Collection Period**") of Nestlé publishing the winner(s). At the end of the Collection Period any unclaimed prizes will be rolled over to the backup winners who will have also have 14 working days from the date of Nestlé notifying them to collect their prize(s). The original winners will no longer have any claim to any prize(s). At the end of the second 14 working day period, if any prize(s) remain

unclaimed, the prize will be forfeited and with at Nestlé's discretion in accordance with applicable laws.

6. The award of any prize is also conditional upon the winner(s) giving their consent for Nestlé and its agents to take and have full and free use of any video/photographs containing their image/likeness and/or to provide Nestlé and its agents with any video/photographs as Nestlé and its agents may require (as the case may be) and to publish the winner(s) names and said video/photographs on any platform at Nestlé's sole discretion. In the event the winner does not give their consent, Nestlé reserves the right to elect, at its sole and absolute discretion, an alternative winner.
7. 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.
8. 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.
9. Only entries that are considered as complete and correct by Nestlé will be eligible. Incomplete or illegible 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. To collect their prizes, winners shall present personally the following verification document at the following location:
- (i) Contact number
 - (ii) Email
 - (iii) Physical NRIC/Driver License/Work Pass;
- Location: **1 Rochor Canal Road #04-13 Sim Lim Square S188504.**
- Redemption timings are: Mon-Fri: 1000H-1800H; Sat: 1000H-1500H. Closed on Sun and PH, and other closure dates reflected in this link: [Visit Us – ORO Redemption Center](#)
16. Winners are not allowed to have any other person collect the prize on their behalf, and Nestlé reserves the right to disqualify any such winner and to choose another winner at Nestlé's absolute discretion. Any different arrangement for the collection of any prize shall be at Nestlé's sole and absolute discretion and approval on a case-by-case basis. 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.
17. 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
18. 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.
19. 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.
20. The items awarded under the specific cashier's order 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 cashier's order. 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 cashier's order. 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 cashier's order provided by the service provider shall be solved directly with them.
21. 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.

22. 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.

23. 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.

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

25. 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.