NESTEA® 7-Eleven Singapore Lucky Draw Contest 2020

Stand a Chance to Win a Set of Apple Watch Series 5 with Purchase of 2 bottles of NESTEA® in 7-Eleven Singapore. Total 10 Sets to Giveaway to 10 Lucky Winners!

Terms & Conditions

Information on how to participate in the NESTEA® 7-Eleven Singapore Lucky Draw Contest 2020 (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 **15 April 2020, 00:00 Hrs to 12 May 2020, 23:59 Hrs**. (both dates inclusive, the "**Contest Period**").

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: Participants must purchase any 2 bottles of NESTEA® (Okinawa Brown Sugar Milk Tea, Royal Milk Tea, Green Tea with Fibre and/or Earl Grey Tea) at any 7-Eleven outlet in Singapore **in a single receipt**.

Products and variant availability may differ from store to store. Check in-store for more information.

STEP 2: Submit the following via SMS to the number +65 9010 2322 in the following format to enter the Contest:

NESTEA7E <space> NAME <space> RECEIPT NO.

Eg. *NESTEA7E John Tan 12345*

i. Upon successful SMS submission, participants will receive a response acknowledging the entry. Participants are required to submit a photographed copy of the receipt as proof of purchase via a submission link in the response.

ii. Participants are required to retain the original receipt as proof of purchase should the Participant qualify for the redemption of the prize(s).

iii. All SMS submissions for the Contest must be received during the Contest Period.

STEP 3: 2 winners will be chosen by way of a random draw, held on 13 May 2020, 10am at SmsDome Pte Ltd (47 Jalan Pemimpin, #03-01, Halcyon 2, Singapore 577200).

i. Winners will be contacted through the contact number submitted for this Contest within 3 to 5 working days after the Draw.

ii. 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

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 Nestle will be eligible. Incomplete or illegible entries will be disqualified.

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

Proof of submission is not proof of receipt, and Nestlé shall not be responsible or liable for any delay or non-receipt of submissions.

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.

5. 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.

6. 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.

7. 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.

8. Where prizes contain a specified validity period during which it should be utilized, 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.

9. 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.

10. 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.

11. By choosing to participate in this lucky draw entry form, Participant agrees and hereby consents that Nestlé may collect, use and disclose Participant's personal data to its affiliates, service providers and partners, as provided in this entry form, 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 Participant and to conduct verification and other actions in connection with the Contest for the administration of prizes in relation to this lucky draw;

(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.

12. Participants hereby provide consent 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.

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 in accordance with the PDPA. 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 contact the relevant Nestlé officer at Nestle.privacy@SG.nestle.com. To withdraw consent, please visit the "Unsubscribe" tab on www.nestle.com.sg or contact Nestlé 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.

13. 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.

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

15. 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.

16. Each Participant who participates in a Contest run on a third party platform such as Facebook, Instagram or other social media provider is agrees to comply with and be bound by the terms and conditions of use of the relevant platform. Nestle does not assume any responsibility or liability arising out of or in connection with the Participant's use of the platform. Each Participant (i) grants Nestlé and all such third party platforms a complete release of all liabilities which may arise in connection with the Contest, (ii) acknowledges that the Contest is in no way sponsored, endorsed or administered by, or associated with, such third party platform(s) and (iii) agrees to the collection, use and processing by Nestlé and its affiliates of any information submitted by a Participant on such third party platform.