

# NESCAFÉ CAFÉ STYLE BARISTA BLEND WIN NINTENDO SWITCH CONTEST.

## (“WIN 5 SETS OF NINTENDO SWITCH!”)

Stand a Chance to Win a Set of NINTENDO SWITCH (MRSP \$699) with Purchase of 2 bottles of NESCAFÉ Iced Cappuccino / Chococino from Sheng Siong outlets in Singapore.

**Total 5 Sets to Giveaway to 5 Lucky Winners!**

### **Terms & Conditions**

Information on how to participate in the NESCAFÉ CAFÉ STYLE BARISTA BLEND WIN NINTENDO SWITCH 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**

This Contest is organised by NESTLÉ SINGAPORE (PTE) LTD, of 15A, Changi Business Park Central 1, #05-02/03, Eigthrium @ Changi Business Park, Singapore 486035 (“**Nestlé**”).

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 his/her legal parent/legal guardian before participating in this Contest and submitting any personal information, and shall furnish such proof of consent should the Organisers require it,

(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, and

(iii) not employees of the (a) Nestlé; and (b) Nestlé’s advertising agencies, distributors, traders, retailers and online retailers, and the immediate family members of these employees, are not eligible to participate in this Contest.

By participating in the Contest, each Participant represents and warrants that he or she has met the eligibility criteria set out under these Contest Terms and Conditions. Each Participant also consents to the use by the Organiser, of his or her personal information for feedback, promotional and marketing purposes.

### **HOW TO PARTICIPATE IN THE CONTEST**

The Contest is valid from 15<sup>th</sup> April 2021 to 30<sup>th</sup> June 2021 (both dates inclusive, the “**Contest Period**”). Only entries submitted in the above-mentioned period are considered valid.

### **STEP 1: Purchase 2 bottles of NESCAFÉ ICED Products (Cappuccino / Chococino) in a Single Receipt**

To participate in the Contest, a Participant must purchase 2 bottles of NESCAFÉ ICED Products (Cappuccino / Chococino) in a Single Receipt at any Sheng Siong stores.

Mix and match of products allowed. Products and variant availability may differ from store to store. Check in-store for more information.

Multiple entries are allowed per Participant, on the condition that each entry submitted corresponds to a separate receipt with minimum purchase of 2 bottles of NESCAFÉ ICED Products (Cappuccino / Chococino) purchased.

**STEP 2: To participate, scan the QR Code and provide the information in the pre-text message or submit the following via SMS to the number +65 9010 2322 in the following format to enter the Contest (Name shall be your name as in NRIC or passport):**

**Nescafelced <space> Name <space> Receipt No.**

*Example: Nescafelced John Tan 12345*

- i. Upon successful SMS submission, participants will receive a SMS response acknowledging the entry. Participants are required to submit a photographed copy of the original receipt as proof of purchase via a submission link in the SMS response. Only images of original receipts are accepted. Photocopies will not be accepted.
- 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.

### **PRIZE**

**5 Winners will be chosen (with 5 sets of NINTENDO SWITCH to giveaway) by a way of random draw, held on 1 July 2021, held 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. In addition, Nestle will announce the list of winners on Nestle Singapore's Promotion Page: [www.nestle.com.sg/brands/promotions](http://www.nestle.com.sg/brands/promotions)
- iii. Upon successful verification, the winner will be able to redeem their prize at a stipulated time and date at the following address:

15A Changi Business Park Central 1, Eightrium @ Changi Business Park  
Singapore 486035

To collect the prize, winners shall present personally the following verification document:

- a. NRIC or Passport
- b. Original receipt as proof of purchase

Note: We will not collect copies of or retain your physical NRIC or Passport. Neither will we retain any information available on your NRIC or Passport. Your NRIC or Passport is only for verification of your identity as the legitimate winner when you personally collect the prizes.

- iv. Nestlé is not obligated to contact or provide a response to any Participants who have not qualified for the prize under the Contest.
- v. Only entries that are considered as complete and correct by Nestlé will be eligible. Incomplete or illegible entries will be disqualified.
- vi. Applicable phone and telco charges may apply, and participants shall be responsible for these expenses.
- vii. Proof of submission is not proof of receipt, and Nestlé shall not be responsible or liable for any delay or non-receipt of submissions.
- viii. 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:
  - a. he/she has obtained all necessary consents, licenses and approvals required in connection with the Contest and his/her participation, and
  - b. 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.

## **CONDITIONS APPLICABLE TO PRIZES**

1. The award of prizes will be subject to verification to the full satisfaction of Nestlé, which shall include verification of the original proof of purchase. Participants agree that by participating in the Contest, should they become a Prize winner of the Contest, the Prize Winner shall execute all further documents and deeds as Nestlé deems necessary to effect, perfect, record, or register the Prize Winner's redemption and ownership of the prize.
2. Nestlé may, at its sole discretion, without notice and at any time, modify the Contest Terms and Conditions, substitute any prize with a prize of similar value or cancel this Contest at any time without notice to any person, 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. Unless informed separately in writing by Nestlé or as otherwise set out under this Contest terms and conditions, Winners shall collect their prizes in person, and shall comply with and be bound by all terms which the prizes may be subject to. To the extent not prohibited by law, all warranties and representations in connection with the prizes are expressly excluded.

3. 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.
4. Prizes which remain unclaimed by any winner for 4 week(s) 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.
5. Nestlé reserves the right to reject any photo entry which the receipt has been tampered, modified or viewed, in its sole discretion, as invalid.
6. 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 Contest Terms and Conditions or any other applicable law or regulation.
7. To extent permitted by law, each Participant and any person acting on his/her behalf agree that 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 shall indemnify Nestlé from any claims, losses, damages, costs or expenses incurred in connection therewith.
8. Nestlé, its affiliates, service providers and commercial partners may use all contact information and personal data provided by each Participant to conduct verification and other actions in connection with the Contest (including but not limited to those actions stated in these Contest Rules).

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](mailto: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>.

If in the event a Participant wishes to withdraw consent for use of his/her personal data, he/she shall be deemed to have withdrawn voluntarily from the Contest.

9. 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.

10. 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.
11. 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.
12. 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.
13. This Contest is governed by Singapore law, and each Participant agrees to submit to exclusive jurisdiction of the Singapore courts.
14. 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 and Nestlé, and their respective affiliates and contractors, are not affiliated with, or endorsed or sponsored by, those owners and the owners' relevant affiliates where those owners or the owners' affiliates are not part of Nestlé group of companies.
15. Each Participant shall be bound by and comply with all terms and conditions of use, and grants Nestlé a complete release of all liabilities which may arise in connection with the Promotion.
16. For any enquiries relating to the Promotion, please contact [consumer.services\\_sg@care.nestle.com](mailto:consumer.services_sg@care.nestle.com).