

KitKat® X CHEERS & FAIRPRICE EXPRESS STORES LUCKY DRAW

Terms & Conditions (Updated as of 10 Nov 2021)

Information on how to participate in the KitKat® X CHEERS & FAIRPRICE EXPRESS STORES LUCKY DRAW (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 **1 November 2021, 00:00 Hrs** to **31 December 2021, 23:59 Hrs** (both dates inclusive, the “**Contest Period**”).

HOW TO PARTICIPATE

[Updated on 10 Nov 2021]

STEP 1: Participants must purchase a minimum amount of \$10 nett of **Nestlé KitKat® Participating Products*** in a single receipt at any Cheers and FairPrice Express Stores (“Participating Retailers”).

*Participating Products include **Nestle Confectionery Products** from:

- Frutips®
- Smarties®
- MILO® (MILO® Snack Bar and MILO® Nuggets)
- KitKat®

all of which are imported and distributed by Nestlé Singapore and World Food Specialties only. Other MILO® products such as MILO® Ready-To-Drink and MILO® powder are not included.

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

STEP 2: To enter the lucky draw, you can scan the QR Code that can be found on in-store promotional materials available at all Participating Retailers and at the following website <https://www.nestle.com.sg/forms/kitkat-cheers-festive-luckydraw> and complete the Contest form. You will be required to upload the FULL ORIGINAL purchase receipt (receipt must show date and time of purchase) as well. Proof of posting is not proof of receipt. Please retain original receipt for verification should you qualify for the redemption of the prize.

PRIZE

100 winners will each win a Plushie Cushion (Pineapple or Bubble Tea design). Availability and variant of prizes may vary. Nestlé does not guarantee the availability of any variant.

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.

The lucky draw will be conducted on 4 January 2022 at 3 p.m., at 79 Maude Rd, Singapore 208354 by means of a computerised system which is not conducted in public, but shall be witnessed and audited by a public accountant who is not in the employment of Nestlé and Nestlé's advertising agencies.

4. Only entries that are considered as complete and correct by Nestlé will be eligible. Incomplete or illegible entries will be disqualified.

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. **No re-printed, photocopied or edited receipts are allowed.**

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 strictly not exchangeable, whether for cash, credit or other items in part or in full. To the extent not prohibited by law, all warranties and representations in connection with the prizes are expressly excluded.
7. Winners will be notified via email or telephone call on or before 14 January 2022 and will have 28 days to accept their prize in writing, otherwise the prize will be forfeited and may be awarded to the next eligible entrant selected from the eligible entries that were received before the end of the Contest Period. If the initially selected winner is unable to receive the prize, for whatever reason, Nestlé will offer the prize to a maximum of two reserves, selected and notified in the same manner and with the same conditions and timeframes for response. 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. 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.
8. 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.
9. 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 one (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.
10. 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.
11. 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.

12. Nestlé and 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). In addition, the above-mentioned parties may also use the personal data for any promotional, advertising (including targeted advertising) or marketing activities which Nestlé believes may be of interest to the Participant. This includes sending out marketing, advertising (including targeted advertising), communication and promotional materials to the Participants 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>.

13. 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.

14. 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.

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

16. 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.