

## KITKAT® FOODPANDA E-VOUCHER REDEMPTION PROMOTION

### Terms & Conditions (Updated as of 15 Nov 2021)

Information on how to participate in the KITKAT® FOODPANDA E-VOUCHER PROMOTION (the “**promotion**”) and the Promotion Rules (as stated below) form the Promotion Terms and Conditions. All persons registering or taking part in this Contest (the “**Participants**”) agree to be bound by these Contest Terms and Conditions.

This Promotion is organized by NESTLÉ Singapore (Pte) Ltd (“**Nestlé Singapore**”)

1. From 28 October 2021 to 8 December 2021 (both dates inclusive, “Promotion Period”), Participants who purchase a minimum amount of **three (3) Participating Products\*** from Foodpanda (Pandamart) in Singapore in a single receipt may redeem a FREE Foodpanda \$5 e-voucher<sup>^</sup>.

[Updated on 15 Nov 2021]

\* Participating Products include:

- KITKAT® 12s Sharebag (Milk Chocolate Bar Snack Pack 12 x 17g)
- MILO® Nuggets Fun Pack;
- KITKAT® Chunky Mini; or
- Smarties® Mini Fun Bag

all of which are imported and distributed by Nestlé Singapore only.

<sup>^</sup> Each e-voucher is valid till 31 December 2021 and available for use only for Foodpanda’s food delivery service (excluding delivery fee). Minimum order of \$5 applies. A small order fee may be applicable if your purchase does not meet the minimum order value of that restaurant.

2. To apply for the redemption, Participants must submit their entry via the method as follows:

#### Email Method

- a. Email a photo of your FULL ORIGINAL receipt with **<Name> <Contact Number>** to [KitKat.Singapore@SG.nestle.com](mailto:KitKat.Singapore@SG.nestle.com) on or before 8 December 2021 23:59 to qualify for the redemption.

Eligible Participants will receive an acknowledgment email upon verification of the submission.

3. Proof of submission for entry into the redemption is not proof of receipt. All late, incomplete, illegible, tampered entries will be disqualified. The receipts submitted must be original. **No re-printed or copied receipts are allowed. Each receipt can only be used for one redemption.**
4. Upon verification of the submissions, eligible Participants will receive the redemption details via the email address submitted for entry into this redemption promotion. Please allow a minimum of 2 weeks (from the date of submission) for a redemption notification to reach the qualified Participants. Nestlé Singapore is not obligated to contact Participants who do not qualify for the redemption.
5. This promotion is open to all citizens and residents residing in Singapore. Traders, distributors, retailers and online retailers purchasing in bulk for commercial purposes (e.g. resale or export) are strictly not eligible for participation in this promotion.
6. Redemption is on a **“first come first serve”, “while stocks last”** basis, **limited to the first sixty-nine (69) qualified redemptions.** Availability and variant of redemption items may vary. Nestlé Singapore does not guarantee the availability of any variant.
7. Redemption from each Participant is capped at two (2) only.
8. Redemption items are strictly not exchangeable, whether for cash, credit or other items (including another redemption item) in part or in full.
9. Where redemption items contain a specified validity period during which it should be utilised, no requests for extensions or replacements whatsoever will be entertained. **This voucher will expire on 31 December 2021. No extensions will be given if voucher is not redeemed or utilised before expiry. Any unutilised amount shall be forfeited and shall not be refundable.**
10. Redemption items are redeemed on an **“as is”** basis and all warranties are excluded to the fullest extent possible.
11. Nestlé Singapore may, without prior notice, (1) replace the redemption item with another item, and (2) terminate this promotion, and amend the promotion mechanics and the terms and conditions.
12. The voucher redemption is subject to the respective third party service provider’s terms and conditions. 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 this Contest. 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 service under this Contest or any of these third party service provider's terms and conditions. Each Participant agree that Nestlé is and will not be an agent to and of any third party service provider, and as such any and all disputes about the quality of products and/or standard of services provided by the service provider shall be solved directly with them.

13. Nestlé Singapore's decisions on all matters relating to these promotions will be final, binding and conclusive on Participants, and no correspondence will be entertained.
14. Nestlé Singapore may, at its sole discretion, disqualify any person who does not meet the eligibility requirements stated in these terms and conditions.
15. By choosing to participate in this redemption promotion, **each participating Participant agrees and hereby consents** that Nestlé Singapore may collect, use and disclose such 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 Singapore's data protection policy available at our website [www.nestle.com.sg](http://www.nestle.com.sg):
  - (a) to administer this promotion, including to contact Participants and to conduct verification and other actions in connection with this promotion for the administration of redemption items in relation to this promotion;
  - (b) use the personal data for promotional, advertising (included targeted advertising) or marketing activities which Nestlé Singapore 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 Singapore and its affiliates, service providers and commercial partners.
16. 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 Singapore, 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, he/she should contact the relevant Nestlé Singapore officer at [Nestle.privacy@SG.nestle.com](mailto:Nestle.privacy@SG.nestle.com). To withdraw consent to any specific use of his/her personal data, please visit the "Unsubscribe" tab on [www.nestle.com.sg](http://www.nestle.com.sg) or contact the relevant Nestlé Singapore officer at [Nestle.privacy@SG.nestle.com](mailto:Nestle.privacy@SG.nestle.com).
17. To find out more about how Nestlé Singapore 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>.
18. By participating in this promotion, each Participant agrees that Nestlé Singapore and its affiliates may collect, use and disclose his/her personal data (1) to provide

him/her with products and services (including those of Nestlé Singapore's commercial partners), (2) for consumer research, promotional and marketing purposes, Nestlé Singapore and its affiliates may share his/her personal data with third parties to support their administrative and business functions or to carry out cross promotion. For questions about the personal data, please visit <http://www.nestle.com.sg/info/privacypolicy>. To withdraw consent, please visit the "Unsubscribe" tab on [www.nestle.com.sg](http://www.nestle.com.sg) or contact Nestlé Singapore at [Nestle.privacy@SG.nestle.com](mailto:Nestle.privacy@SG.nestle.com).

19. To extent permitted by law, Nestlé Singapore 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 this promotion and redemption items, and each Participant of this promotion and any person acting on his/her behalf shall release completely and indemnify Nestlé Singapore from any claims, losses, damages, costs or expenses incurred in connection therewith.
20. Any trademarks, logos and intellectual property contained in any materials used in connection with this promotion and the redemption items is the property of their respective owners.
21. The terms and conditions of this promotion are governed by Singapore law, and Participants of this promotion shall submit to exclusive jurisdiction of Singapore courts.
22. Each Participant who participates in the Contest run on a third-party platform such as Facebook, Instagram, Whatsapp or other social media provider agrees to comply with and be bound by the terms and conditions of use of the relevant platform. Nestlé Singapore 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 Singapore 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 Singapore and its affiliates of any information submitted by a Participant on such third-party platform.

These terms and conditions are updated as of 15 November 2021.

For any enquiries relating to the promotion please contact [KitKat.Singapore@SG.nestle.com](mailto:KitKat.Singapore@SG.nestle.com)