

NESTLE BONANZA DRAW PROMOTION 2019 – 2020

***TERMS & CONDITIONS**

Information on how to participate in the 'Nestle Bonanza Draw 2019 – 2020' (the "Bonanza Draw") and the Bonanza Draw Rules (as stated below) form the Bonanza Draw Terms and Conditions. All persons registering or taking part in this Bonanza Draw (the "Participants") agree to be bound by these Bonanza Draw Terms and Conditions.

BONANZA DRAW RULES

1. This Bonanza Draw is organized by NESTLÉ SINGAPORE (PTE) LTD, of 15A, Changi Business Park Central 1, #05-02/03, Eigthrium @Changi Business Park, Singapore 486035 ("Nestlé").

2. The Bonanza Draw is open to all individual Singapore residents (including work permit and student pass holders) who are:

(i) aged 18 and above as at the start of the Bonanza Draw Period (as defined below). Participants below the age of 18 shall obtain the necessary consent from their parents/legal guardians before participating in this Bonanza Draw 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 Bonanza Draw or any similar Bonanza Draw.

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 Bonanza Draw.

By participating in the Bonanza Draw, each Participant represents and warrants that he/she has met the eligibility criteria stated in these Bonanza Draw Terms and Conditions.

3. The Bonanza Draw is valid from 16th Dec 2019 00:00 hrs to 15th March 2020 23:59 hrs (both dates inclusive, the "Bonanza Draw 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 Bonanza Draw.

HOW TO PARTICIPATE

The public can participate in the Bonanza Draw by purchasing the Nestle "HUAT" food item or beverage at participating outlets that display the Bonanza Draw POSMs ("Participating Outlet").

Step 1 – Purchase Nestlé "HUAT" FOOD or BEVERAGE

To participate in the Bonanza Draw, a Participant must purchase the qualifying Nestle "HUAT" food item or beverage at any Participating Outlet during the Bonanza Draw period of 16th Dec 2019 to 15th March 2020. Nestle "HUAT" food item or beverage vary at the respective Participating Outlets.

Participants are entitled to one lucky draw chance in the Bonanza Draw per receipt (regardless of the number of Nestle "HUAT" food item or beverage purchased in a single receipt).

Multiple entries are allowed per Participant, on condition that each entry submitted corresponds to a separate receipt

Step 2 – Scan a QR Code or Send in an SMS

To enter into the Bonanza Draw, Participants may scan the available QR Code at Participating Outlets, or Send in an SMS following the instructions:

Option 1: Scan QR Code: QR Codes will be available at Participating Outlets. Scan the QR Code to be redirected to the entry form. Participants are required to complete the form with the following details:

- Full Name;
- Mobile Number;
- Receipt Number

Participants are also required to upload their proof of receipt for verification purposes.

OR

Option 2: Participant may send the following via SMS to +65 8777 3112

NPBONANZA <space> Name <space> Receipt Number

Example: NPBONANZA Jane 1234

Participants will receive a SMS response containing further instructions to provide further details and proof of receipt for verification purposes.

For both options, submission will be deemed incomplete if the Participants fail to upload their receipts for verification. Only images of original receipts are accepted. Photocopies will not be accepted. Participants should receive a confirmation message upon successful submission of their entry.

THE PRIZES

Total 7 types of prizes to be won (400 winners in total)

Draw	Prizes	Draw Dates	Qualifying Draw Period
Week 1	4x \$13 Movie Tickets with Iced MILO® (200 Winners)	30 th Dec 2019	16 th to 29 th Dec 2019 (23:59)
Week 2	\$200 Grab Travel & Food Vouchers (50 Winners)	13 th Jan 2020	30 th Dec 2019 to 12 th Jan 2020 (23:59)
Week 3	\$200 Dining Vouchers (50 Winners)	27 th Jan 2020	13 th Jan 2020 to 26 th Jan 2020 (23:59)
Week 4	\$200 Shopping Vouchers (50 Winners)	10 th Feb 2020	27 th Jan 2020 to 9 th Feb 2020 (23:59)
Week 5	\$500 Hotel Vouchers (20 Winners)	24 th Feb 2020	10 th Feb 2020 to 23 rd Mar 2020 (23:59)
Week 6	\$800 Hotel Staycation (20 Winners)	9 th Mar 2020	24 th Feb 2020 to 8 th Mar 2020 (23:59)
Week 7	\$5,000 Grand Draw Travel Vouchers (10 Winners)	16 th Mar 2020	9 th Mar 2020 to 15 th Mar 2020 (23:59)

- Non-winning entries will be automatically entered into subsequent draws during the Bonanza Draw Period
- Each Participant is only entitled to one prize in this Bonanza Draw

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 Bonanza Draw. Nestle 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 Bonanza Draw or any of these third party service provider's terms and conditions.

Additional Grand Draw Travel Voucher Terms and Conditions

The Grand Draw Travel Voucher is a gift voucher worth \$5000, which can be used by the prize winners to redeem travel tickets of their choice, subject to the third party service provider's terms and conditions. The voucher is valid for redemption up to 16th April 2020.

Subject to the third party terms and conditions for redemption of the travel tickets, prizes winners acknowledge that any increase in airport taxes, fuel surcharge or weekend and high season charges are not part of the voucher and will be borne by the prize winner. For the avoidance of doubt, the prize winner needs to be responsible for their own travel insurance, passports, visas, ground transportation, accommodation or any other costs of a personal nature. Compliance with any health or other government requirement is the responsibility of the prize winner and their companion. Nestlé makes no representation as to the safety, conditions or other issues that may exist at any destination.

Nestlé makes no guarantee as to the availability of the flights or travel itinerary to be redeemed under the voucher.

The Bonanza Draw will be conducted on these respective dates at 10am:

Week 1: 30th Dec 2019
Week 2: 13th Jan 2020
Week 3: 27th Jan 2020
Week 4: 10th Feb 2020
Week 5: 24th Feb 2020
Week 6: 9th Mar 2020
Week 7: 16th Mar 2020

The location is at Khaya Asia, 5008 Ang Mo Kio Avenue 5, #04-09 TechPlace 2, Singapore 569874 by means of a computerized 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.

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.

Participants shall participate in the Bonanza Draw 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 Bonanza Draw and his/her participation, and

(ii) all materials, documents and forms submitted or created by him/her in connection with the Bonanza Draw 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 Bonanza Draw 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. Winners of the Bonanza Draw will be contacted at their contact details submitted for entry. The Winners may be contacted via email, SMS or telephone call by Nestlé's appointed redemption partner – Gage Redemption Pte Ltd. Winners may be asked to verify their identity, eligibility and proof of purchase.

8. Nestlé will be publishing the winners' name on the Nestlé Professional Facebook, Instagram and website at www.nestleprofessional.com.sg

(i) Prizes to be redeemed and collected at the following redemption location:-

Gage Redemption Pte Ltd

2 Handy Road
#04-01 The Cathay
Singapore 229233

Opening hours:

Mon-Fri: 12pm – 8pm

Sat: 12pm – 530pm

Closed on Sunday and public holidays.

To collect their prizes, Winners shall present personally the following verification document:

- (i) Original receipt as proof of purchase
- (ii) Full name
- (iii) Contact number

Notwithstanding the above, the award of prizes will be subject to verification to the full satisfaction of Nestlé. Any Participants who do not comply with the Bonanza Draw Terms and Conditions will be disqualified.

(ii) All prizes shall be collected by 16th April 2020. Nestlé may contact the Participants on a few occasions to follow up on the redemption after the Participants have been informed of their winning.

Prizes that are not claimed after 16th April 2020 shall be conclusively forfeited by such winner, and the forfeited prize will be dealt with at Nestlé's discretion in accordance with applicable laws

8. Nestlé may, at its sole discretion, modify the Bonanza Draw Terms and Conditions, make prize substitutions or cancel this Bonanza Draw, without prior notice to any person. Nestlé's decisions on all matters relating to this Bonanza Draw 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.

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 Bonanza Draw or any relevant website, (ii) participate in the Bonanza Draw in any manner which may create any prejudice to or

anomaly in the scoring system or operation of the Bonanza Draw; 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 Bonanza Draw 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. By choosing to participate in this Bonanza Draw, 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 Bonanza Draw, including to contact Participant and to conduct verification and other actions in connection with the Bonanza Draw for the administration of prizes in relation to this Bonanza 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.

13. 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>.

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 Bonanza Draw, 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 Bonanza Draw 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 Bonanza Draw 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 Bonanza Draw, in particular that relating to the prizes, are the property of their respective owners. This Bonanza Draw, 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.

17. Each Participant who participates in a Bonanza Draw 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 Bonanza Draw, (ii) acknowledges that the Bonanza Draw 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.