

# SJORA® FEEL GOOD CAMPAIGN 2022

## Terms & Conditions

Information on how to participate in the “**SJORA® FEEL GOOD CAMPAIGN 2022 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

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 Period is valid during the following periods for the respective promotions:
  - (i) Dine-in/Takeaway: 4<sup>th</sup> January 2022 00:00hrs to 14<sup>th</sup> January 2022 23:59hrs; and
  - (ii) Online Delivery: 4<sup>th</sup> January 2022 00:00hrs to 24<sup>th</sup> January 2022 23:59hrs.(collectively, the “**Contest Period**”)

## HOW TO PARTICIPATE

### Step 1 –

Participants can choose to purchase SJORA® beverage from (i) Participating Burger King® Outlets (more information below) or (ii) Online Delivery Platforms such as Burger King® App, GrabFood, Deliveroo, Foodpanda and Hungryy. Multiple entries are allowed per Participant, on the condition that each entry submitted corresponds to a separate receipt and each Participant is only entitled to one (1) prize in this Contest.

### **(i) Order/Purchase of SJORA® at Participating Burger King® Outlets**

To participate in the Contest, a Participant must purchase a SJORA® beverage at any Participating

Burger King® Outlets (full list available at <https://www.nestleprofessional.com.sg/list/consumer-promotions>) during 4<sup>th</sup> January 2022 00:00hrs to 14<sup>th</sup> January 2022 23:59 hrs (both dates inclusive) and submit the entry between 4<sup>th</sup> January 2022 00:00hrs to 14<sup>th</sup> January 2022 23:59 hrs (both dates inclusive) to stand a chance to win. Please refer to the weblink for the most updated copy as the list may be updated from time to time.

Participants may purchase the SJORA® beverage with a meal or ala-carte or in the #GOBANANS bundle meal.

- ONE (1) SJORA® beverage purchase entitles the Participant to one **(1)** draw chance

For all dine-in/takeaway orders, please note that in the event there are multiple SJORA® beverage purchases in the same receipt, the submission for the receipt will only record the draw chance(s) of one (1) SJORA® beverage purchase as per the entry i.e. entered by the Participant.

*For example:*

Participant orders a meal with one (1) SJORA® beverage (*one draw chance*) and two (2) ala-carte SJORA® beverage (*two draw chances*) in one receipt. Participant is entitled to a total of **three (3)** draw chances in the Contest.

Product and variant availability may differ from outlet to outlet. Please request for more information at Participating Outlets.

## **(ii) Order/Purchase of SJORA® from Online Delivery Platforms**

Participants must purchase a SJORA® beverage and/or the Mushroom Swiss Value Deal, only available on Burger King® App, GrabFood, Deliveroo, Foodpanda and Hungryy, for delivery orders during 4<sup>th</sup> January 2022 00:00hrs to 24 January 2022 23:59hrs (both dates inclusive) and submit the entry between 4<sup>th</sup> January 2022 00:00hrs to 24 January 2022 23:59hrs (both dates inclusive) qualifying draw period to stand a chance to win.

- ONE (1) SJORA® beverage purchase entitles the Participant to one **(1)** draw chance
- ONE BURGER KING® Mushroom Swiss Value Deal purchase entitles the Participant to **two (2)** draw chances.

*For example:*

Participant orders two BURGER KING® Mushroom Swiss Value Deal meals (*four total draw chances*) and one à la carte SJORA® beverage (*one draw chance*) in one receipt. Participant is entitled to **five (5)** draw chances in the Contest.

## **Step 2 – Entering via QR Code**

### **QR Code**

- (i) To enter the Contest via QR Code, Participants shall scan the QR code that can be found on the Contest promotional materials available at all Participating Outlets, Burger King® App and on the following website <https://bit.ly/sjoralycherry> .

For Dine-in/Takeaway orders, you must submit the receipts between 4<sup>th</sup> January 2022 00:00hrs to 14<sup>th</sup> January 2022 23:59hrs (both dates inclusive).

For Online Delivery orders, you must submit the receipts between 4<sup>th</sup> January 2022 00:00hrs

to 24<sup>th</sup> January 2022 23:59hrs (both dates inclusive).

- (ii) Once scanned, the QR code will automatically redirect Participants to the Contest Form (online, and viewable on mobile and desktop). Example shown below is for illustration purpose only:



- (iii) Participants are required to enter their contact and other details specific to their purchase. Once the fields are completed, the Participants shall submit an image of the official receipt of their purchase to finalise the entry. Digital receipts and/or physical receipts are permissible for submission. **Photocopied and/or edited receipts are strictly not allowed.** Example shown below is for illustration purposes only:

Submit receipt\*


 Drag and drop files here  
Max. file size: 2.0MB

[BROWSE FILES](#)

[← PREVIOUS](#)[REVIEW AND SUBMIT](#)

### Step 3 – Submit Receipt for Verification

- i. Upon submission of receipt, Participants should receive an email response acknowledging the entry. Example shown below for illustration purposes only:
- ii.

	
Your Unique ID	01394
Name	Sean AW
Phone Number	(65) 9999999
Email	<a href="mailto:aw.sean@gmail.com">aw.sean@gmail.com</a>
Receipt Number	12121
	<a href="#">20_decathlon_gift_card_1624508911_1eae02d7.jpg</a>

- iii. Submission will be deemed incomplete if the Participants fail to upload their receipts for verification.

- iv. Only images of original receipts are accepted. Photocopies will not be accepted.
- v. Participants are required to retain the original receipt as proof of purchase should the Participant qualify for the redemption prize(s).
- vi. All submissions for the Contest must be received during the Contest Period.

## PRIZES

**The winners will be chosen by way of random draw, conducted on Monday, 31<sup>st</sup> January 2022.**

The lucky draw will be conducted at **KHAYA ASIA, 5008 ANG MO KIO AVENUE 5, #04-09, TECHPLACE 2, SINGAPORE 569874** by means of a computerised system which will not be 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.

Total four (4) types of prizes to be won (18 winners in total).

Prize	Details	No. of Winner(s)
1 <sup>st</sup> Prize	\$500 worth of Decathlon gift card (2 x \$250 Decathlon gift card)	1
2 <sup>nd</sup> Prize	\$250 Decathlon gift card	1
3 <sup>rd</sup> Prize	\$150 Decathlon gift card	1
Consolation Prize	\$50 Decathlon gift card each	15

- Each Participant is only entitled to one (1) prize in this Contest.
4. The Gift Card redemption is subject to the respective third-party service provider's terms and conditions. Winner(s) acknowledge that any weekend and high season charges are not part of the voucher and will be borne by the prize winner. Compliance with any health or other government requirement is the responsibility of the prize winner and their companion(s). 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.
  5. 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 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.
6. The winner of the Contest will be contacted by their contact number (via SMS or telephone call) submitted for entry. 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.
7. 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.

## **PRIZE REDEMPTION**

8. 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 be chosen as the 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. 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. In the event the Prize Winner is unable to comply with the abovementioned requirements within Nestlé’s stipulated timeline, Nestlé reserves the right to elect a new winner.

Any Participants who do not comply with the Contest Terms and Conditions will be disqualified. Nestlé reserves the sole discretion to re-elect the winner of the Contest should the earlier chosen winner be disqualified under the Contest Terms and Conditions.

9. 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.
10. 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 and/or should the winner be unable to fulfill the requirements in Clause 5 above, or any other instructions with regard to the Prize redemption, shall be conclusively forfeited by such winner, and the forfeited prize will be dealt with at Nestlé’s discretion in accordance with applicable laws.
11. 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.
12. 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.

13. By choosing to participate in this lucky draw entry form, **each participating 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](http://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; and
  - (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.
14. 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](mailto:Nestle.privacy@SG.nestle.com). To withdraw consent, please visit the "Unsubscribe" tab on [www.nestle.com.sg](http://www.nestle.com.sg) or contact Nestlé 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>.

"**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.
17. 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 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.

Last updated: **[24 December 2021]**