

# THE HARVEST GOURMET® EARTH DAY 2023

## Terms & Conditions

Information on how to participate in the “**THE HARVEST GOURMET® EARTH DAY**” (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 10<sup>th</sup> April 2023 00:00hrs to 30<sup>th</sup> April 2023 23:59hrs (both dates inclusive, the “**Contest Period**”).

## HOW TO PARTICIPATE

### Step 1 – Order Harvest Gourmet Meals

To participate in the Contest, a Participant must purchase minimally one (1) Harvest Gourmet meal in a single receipt at any Participating Outlets (full list available at <https://www.nestleprofessional.com.sg/about-harvest-gourmet-promotions>) during the Contest Period and submit the entry as set out in Step 2 below during the Contest Period to stand a chance to win a prize.

Please note that regardless of the total number of Harvest Gourmet meals purchased in a single receipt, each receipt entitles the Participant to only one (1) chance per entry.

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 prize in this Contest.

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

## Step 2 – Entering via QR Code and Receipt Submission

To enter the Contest via QR Code, Participants shall scan the QR code that can be found on the Contest advertisements (including posters, tent cards and wobblers), available at all Participating Outlets.

Once scanned, the QR code will automatically redirect Participants to their browser application and to Nestlé Professional web form which consist of various fill in blanks for Participants to complete.

- i. Participants are required to enter the details specific to their purchase and follow instructions to upload the image of the receipt. Submissions will be deemed incomplete if the Participants fail to upload their receipts for verification.
- ii. Only images of original receipts are accepted. Photocopies will not be accepted.
- iii. Participants are required to retain the original receipt as proof of purchase should the Participant qualify for the redemption prize(s).
- iv. All e-form submissions for the Contest must be received during the Contest Period

(Example below for illustration purposes only).



## PRIZES

Total 3 types of prizes to be won (7 winners in total)

S/N	Prizes	Quantity	Draw Date	Contest Period
1	Apple iPad Pro 11-Inch	1	Wednesday 3 <sup>rd</sup> May 2023 (10:00)	10 <sup>th</sup> April to 30 <sup>th</sup> April 2023 (23:59)
2	Apple SE Watch 40mm Aluminum Case with Sport Band	1		
3	\$100 Hotel Dining Vouchers	5		

Each Participant is only entitled to one prize in this **Contest**.

**The winners will be chosen by way of random draw, conducted on the abovementioned Draw Date.**

The lucky draw will be conducted at **KHAYA ASIA, 5008 ANG MO KIO AVENUE 5, #04-09, TECHPLACE 2, SINGAPORE 569874** via ZOOM, where members of the public may attend to witness via the following link:

<http://bit.ly/3IWnRVx>

4. Only entries that are considered as complete and correct by Nestlé will be eligible. Incomplete or illegible entries will be disqualified.
5. Applicable phone and telco charges may apply, and participants shall be responsible for these expenses.
6. Proof of submission is not proof of receipt, and Nestlé shall not be responsible or liable for any delay or non-receipt of submissions.
7. 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.
8. Winners of the Contest will be contacted through the contact number (via telephone call) submitted for this Contest within 7 calendar days after the Draw Date. Participants shall ensure that they remain contactable at all times. If Nestlé is unable to contact any winner for any reason whatsoever, it may at its discretion elect to determine another winner in accordance with the Contest mechanism.
9. 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**

10. The award of prizes will be subject to verification to the full satisfaction of Nestlé.
11. Winners contacted via telephone call in accordance with Clause 8 will need to provide the following information for verification:

- (i) Contact Number;
- (ii) Email Address; and
- (iii) Address for Delivery.

12. If successfully verified in Clause 11, a representative of Nestlé will follow up with a subsequent email, requiring the winners to provide the last few digits of the original receipt number. For the avoidance of doubt, any failure by the relevant winner to successfully provide the required information requested for verification shall automatically result in disqualification, and the prize shall be conclusively forfeited by the relevant winner.
13. 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 in accordance with Clause 11 and 12, 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.
14. Participants who are awarded the first and second prize will receive their prizes respectively via Delivery and Participants who are awarded the third prize will receive their prizes via Singpost registered mail. For the first and second prizes, only up to two (2) delivery attempts will be made at Nestle's cost. If after two (2) delivery attempts the first and/or second prizes are still not delivered, the prizes will be held for up to 1 month during which the winner may request for delivery to be made, the cost of which shall be borne by the winner making the request. Each delivery attempt shall be charged at S\$30 per attempt. At the expiry of the 1-month period, any unclaimed prizes shall be forfeited by the prize winner and dealt with by Nestle at Nestle's sole discretion. For the third prize, only 1 delivery attempt shall be made.
15. The prizes will be delivered to the address input in the "Address" section by the Prize Winners on the e-submission form. Nestlé may use third party service providers to manage and administer the delivery of the prizes. Participants must remain contactable at all times and provide reasonable assistance to Nestlé and/or any third-party service provider Nestlé may engage for the delivery of the prizes. Nestlé takes no responsibility for any prizes damaged, delayed, or lost in transit during the delivery of prizes, and shall not be liable once the prizes have left the custody of Nestlé. For the avoidance of doubt, "left the custody of Nestlé" is when the prizes are hand over to third party service providers.
16. Any Participants who do not comply with the Contest Terms and Conditions will be disqualified at the sole discretion of Nestlé. 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.
17. 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.
18. 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 1 month after the announcement of the winners and/or should the winner be unable to be verified for 1 month in accordance with these Terms and Conditions or any other instructions with regards 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.

19. 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.
20. 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.
21. The prize(s) and/or voucher(s) awarded are provided by the participating vendor and subject to such further terms and conditions which may be imposed by each vendor. Nestlé shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the prize(s) or the products and/or services provided under the specific voucher. Nestlé, shall at all times, not be held liable for any loss, injury, damage, or harm suffered as a result of availing the prize(s) or the products and/or services under the voucher. Each Participant agrees that Nestlé is not and will not be an agent of any third-party service provider, and as such any and all disputes about the quality of the prize(s) or the products and/or standard of services provided by the service provider shall be solved directly with them.
22. 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):
- (i) 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 Contest;
  - (ii) use the personal data for promotional, advertising (included targeted advertising) or marketing activities which Nestlé believes may be of interest to the Participant;
  - (iii) 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.

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>.

23. 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.

24. 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.

25. This Contest is governed by Singapore law, and each Participant shall submit to exclusive jurisdiction of the Singapore courts.
26. 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.