

MILO X FOOD REPUBLIC PROMOTION

Terms and conditions

Information on how to participate in the “MILO X FOOD REPUBLIC PROMOTION” (“LUCKY DRAW”) and the Lucky Draw Rules (as stated below) form the Lucky Draw Terms and Conditions. All persons registering or taking part in this Lucky Draw (the “Participants”) agree to be bound by these Lucky Draw Terms and Conditions.

Lucky Draw Rules

1. This Lucky Draw is co-organized by NESTLÉ SINGAPORE (PTE) LTD, of 15A, Changi Business Park Central 1, #05-02/03, Eghtrium @Changi Business Park, Singapore 486035 (“Nestlé”) and Food Republic Pte Ltd, of 30 Tai Seng Street, #09-01, BreadTalk iHQ, Singapore 534013 (“Food Republic”).

2. The Lucky Draw is open to all individual Singapore residents who are:

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

Employees of: (a) Nestlé, (b) Nestlé’s advertising agencies and (c) Food Republic, Food Opera and the immediate family members of these employees, are not eligible to participate in the Lucky Draw.

Tenants and staff of Food Republic, Food Opera and their immediate family members are not eligible to participate in the Lucky Draw.

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

3. LUCKY DRAW

- i. By entering the Lucky Draw, participants agree to be bound by and to comply with the T&Cs. Non-compliance with or breach of any of these T&Cs may disqualify a participant at any stage of the Lucky Draw, and any prizes won may be forfeited.
- ii. Lucky Draw is valid from 1 May 2019 00:00hrs to 30 June 2019 22:00 hrs
- iii. Every order of a MILO beverage (Hot/Iced) from any Food Republic outlets (<https://foodrepublic.com.sg/food-republic-outlets/>) entitles the Participant to a lucky draw chance when they submit their entry, including a photo of their original receipt in the system. Only original receipts captured in the system are accepted. Incomplete entries will be disqualified.
- iv. Management reserves the right to amend any of the terms & conditions without any prior notice.
- v. A Participant must SMS to 9752 3295 in the following format to enter the draw.

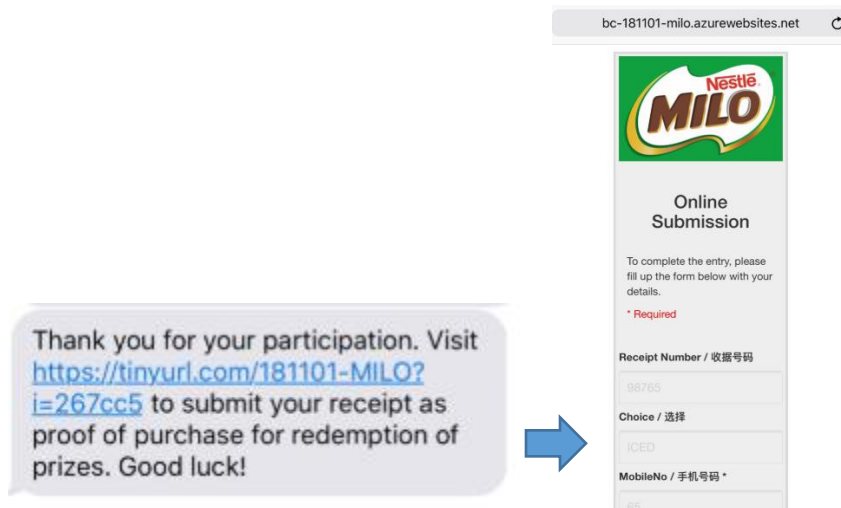
MILO <space> Name <space> Receipt No. <space> Choice of HOT or ICED

- i. E.g. MILO Cathryn 1234 HOT
- ii. E.g. MILO Cathryn 1234 ICED

- vi. A Participant can also scan the QR code on the artwork which will automatically open the mobile phone's SMS application to fill in details (images are for illustration purposes only)



After the above, they will then receive a verification reply SMS that has a unique link for them to upload the receipt image. The SMS will read “Thank you for your participation. Please upload the image of your receipt here: (URL). Good Luck!



- vii. Prizes include
 - a. Top prize: 2-Nights Staycation, inclusive of Buffet Breakfast for Two at a 5-Star Hotel in Singapore
 - b. Second prize: Four Saturday Buffet Lunch Vouchers at a 5-Star Hotel in Singapore
 - c. Third prize: \$250 worth of Hotel Vouchers at a 5-Star Hotel in Singapore
- viii. Promotion is only available at Food Republic outlets.
- ix. Each participant can submit multiple entries during the submission period with a unique receipt number
- x. The draw date will be held on 5 July 2019 at 10:00am at SMS Dome, 47 Jalan Pemimpin, Halcyon 2, #03-01, Singapore 577200.
- xi. The redemption will be at Gage Redemption Centre, 1 Sophia Rd, #03-39 Peace Centre, Singapore 228149. Operating hours are from Monday to Friday, 11:30am – 7:30pm and Saturday 11:30am – 5:30pm. The redemption centre is closed on Sundays and Public Holidays.
- xii. Winners are to abide to the T&Cs of the vendors of the prizes.
- xiii. Winners will be picked based on a random draw.

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 Lucky 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 Lucky Draw and his/her participation, and

(ii) all materials, documents and forms submitted or created by him/her in connection with the Lucky 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 Lucky 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. To collect their prizes, winners shall present personally the following verification document:

(i) Full Name

(ii) Contact Number

(iii) Original Receipt

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

8. Nestlé may, at its sole discretion, modify the Lucky Draw Terms and Conditions, make prize substitutions or cancel this Lucky Draw, without prior notice to any person. Nestlé's decisions on all matters relating to this Lucky 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 request for extensions or replacements whatsoever will be entertained. Prizes which remain unclaimed by any winner for 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 Lucky Draw or any relevant website, (ii) participate in the Lucky Draw in any manner which may create any prejudice to or anomaly in the scoring system or operation of the Lucky 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 Lucky 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. 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 Lucky Draw (including but not limited to those actions stated in these Lucky Draw Rules). In addition, the above-mentioned parties may also use the personal data for any promotional, advertising (included 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 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 Lucky 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 Lucky 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 Lucky 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 Lucky Draw, in particular that relating to the prizes, are the property of their respective owners. This Lucky 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.