

MILO® / NESCAFE® Ready-to-Drink Loyalty Campaign

Terms & Conditions

Information on how to participate in the MILO® / NESCAFE® Ready-to-Drink Loyalty Campaign (the “**Campaign**”) and the Campaign Rules (as stated below) form the Campaign Terms and Conditions. All persons registering or taking part in this Campaign (the “**Participants**”) agree to be bound by these Campaign Terms and Conditions.

Campaign Rules

1. This Campaign is organised by NESTLÉ SINGAPORE (PTE) LTD, of 15A, Changi Business Park Central 1, #05-02/03, EIGHTRIUM @Changi Business Park, Singapore 486035 (“**Nestlé**”).
2. The Campaign is open to all individual Singapore residents who are:
 - (i) aged 18 and above as at the start of the Campaign Period (as defined below). Participants below the age of 18 shall obtain the necessary consent from their parents/legal guardians before participating in this Campaign and submitting any personal information, and shall furnish such proof of consent should organisers require it; and
 - (ii) not prohibited in any manner by any person, entity, authority or law anywhere in the world from participating in this Campaign or any similar Campaign.

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 Campaign. This Campaign is open to all citizens and permanent residents living in Singapore. Traders, distributors, retailers, online retailers purchasing in bulk, or any person or entity purchasing the Participating Products (as defined below) for commercial purposes (each a “**Commercial Party**”), and any entities and/or persons who are deemed to be a Commercial Party in Nestlé’s sole and absolute discretion are strictly not eligible for participation in this promotion.

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

3. The Campaign is valid from **15th May 2023** to **31st August 2023** (both dates inclusive, the “**Campaign Period**”). All Participants acknowledge and agree that their continued eligibility for the Campaign is conditioned on the continuing provision of their consent for the collection, use and disclosure of their personal data in accordance with clause 19 herein. Should a Participant withdraw their consent at any point during the Campaign Period, the Participant may no longer be eligible for this Campaign and Nestlé reserves the right to disqualify or otherwise deal with the relevant Participant in any manner which Nestlé deems fit in its sole discretion.

HOW TO PARTICIPATE

During the Campaign Period, Participants are entitled to participate upon meeting the respective purchase criteria of NESTLÉ Participating Products* as follows:

STEP 1: Participants must purchase a minimum of one (1) **MILO® / NESCAFE® Ready-to-Drink Participating Products*** in a single receipt at any physical or online stores (“Participating Retailers”^).

*Participating Products include:

- MILO® Iced Energy 500ml
- NESCAFÉ® Iced Caffè Latte 500ml
- NESCAFÉ® Iced Cappuccino 500ml
- NESCAFÉ® Iced Chococino 500ml
- MILO® Dairy Free Soy & Almond 500ml

This promotion includes both organic and standard range, imported and distributed by NESTLÉ Singapore (Pte) Ltd ("Nestlé"), and excludes all parallel imports.

^ Participating Retailers include FairPrice, Cold Storage, Giant, Guardian, PRIME, Sheng Siong, Mustafa, Cheers, 7-Eleven, Shell, SPC, Caltex, Lazada, Shopee, Fairprice Online, Redmart, Fortune, U Stars, Hao Mart, Ang Mo, Guardian, or any other participating retailer(s) as announced by Nestlé during the qualifying promotion period.

STEP 2: To participate, Participants must submit their details by scanning the QR Code given on the promotional materials available or via the microsite NestleRTDRedemption.com by **31st August 2023**. Participants will be required to complete the form with purchase details (including providing consent to receive marketing materials from NESTLÉ). Participants will be required to upload the FULL ORIGINAL purchase receipt (receipt must show date and time of purchase) as well. Proof of purchase is not proof of receipt. Please retain original receipt for verification should you qualify for the promotion.



STEP 3: Upon successful verification, each valid purchase of a Participating Product in each receipt will entitle Participants to MILO® NESCAFÉ® Rewards Points ("**Points**") according to the type and number of Participating Products purchased.

- 1 bottle of MILO® Iced Energy 500ml = 1 Point rewarded
- 1 bottle of NESCAFÉ® Iced Caffè Latte 500ml = 1 Point rewarded
- 1 bottle of NESCAFÉ® Iced Cappuccino 500ml = 1 Point rewarded
- 1 bottle of NESCAFÉ® Iced Chococino 500ml = 1 Point rewarded
- 1 bottle of MILO® Dairy Free Soy & Almond 500ml = 2 Points rewarded

STEP 4: The MILO® NESCAFÉ® Rewards Points may be accumulated over the Campaign Period, and Participants may choose rewards to redeem based on the number of Points:

- 20 Points to redeem one (1) \$10 GrabGifts voucher
- 12 Points to redeem one (1) \$5 GrabGifts voucher
- 12 Points to redeem one (1) \$5 McDonald's GrabFood voucher to be used via the Grab app only
- 3 Points to redeem one (1) online scratchcard lucky draw ("**Scratchcard**") chance
 - Participants will click on a virtual scratchcard (the Scratchcard will only have one panel) to reveal a random Prize from the list below.

Participants who redeem the \$5/\$10 GrabGifts or \$5 McDonald's GrabFood voucher can click on a link in the MILO® NESCAFE® Rewards page and redeem directly from their Grab app. Prizes and/or their value thereof are subject to change in Nestle's and/or Grab's sole discretion at any time.

The prizes* available for the Scratchcard are:

Grand Prize: 1x Sony Playstation 5 Standard Console With Two DualSense Wireless Controllers (RSP \$889)

2nd Prize: 1x Apple AirPods Max (RSP \$806)

3rd Prize: 1x Apple iPad Mini 6 Wi-fi 64GB (RSP \$756)

4th Prize: 1x Apple Watch Series 8 GPS 41mm Aluminium Case with Sport Band (RSP \$604)

5th Prize: 15x Argor-Heraeus 1g 999.9 fine gold bar (RSP \$105.95 per piece)

6th Prize: 80x \$30 GrabGifts voucher to be redeemed via the Grab app only.

*Colours and designs will be given out randomly, subjected to availability. Each of the above is a **"prize"**.

Participants who are awarded the Grand Prize, 2nd, 3rd, and/or 4th Prize will personally collect their prize(s) (collection via proxy or another nominated person is strictly not allowed) at Nestlé Singapore.

- Address: 15A Changi Business Park Central 1
#05-02/03 Eightrium@Changi Business Park
SINGAPORE 486035
- Contact Number: 6836 7000
- Opening hours:
Monday to Friday 9am – 5pm
Saturday to Sunday Closed

Participants who are awarded the 5th Prize will personally collect their prize(s) (collection via proxy or another nominated person is strictly not allowed) at Gold Silver Central.

- Address: #01-15/16 Nankin Row, 3 Pickering Street, 048660
- Contact Number: 6222 9703
- Opening hours:
Monday to Friday 10am – 5:45pm
Saturday 10am – 12:45pm
Sunday Closed

4. Eligible Participants will be contacted through Whatsapp and email to confirm the prize obtained and instructions on the collection of their prize within **7 calendar days** after winning the prize in the Scratchcard.
5. Each Participant is strictly limited to accrue up to 6 Points per day or submit up to 2 receipts per day, whichever comes first.
6. The award of prizes will be subject to verification to the full satisfaction of Nestlé. Nestle reserves the right to request for any further documentation and/or information as Nestle may require for verification. Any Participants who do not comply with the Campaign Terms and Conditions will be disqualified at the sole discretion of Nestlé.

7. Only entries that are considered as complete and correct by Nestlé will be eligible. Incomplete or illegible entries will be disqualified.
8. Applicable phone and telco charges may apply, and participants shall be responsible for these expenses.
9. Proof of submission is not proof of receipt, and Nestlé shall not be responsible or liable for any delay or non-receipt of submissions.
10. Participants shall participate in the Campaign 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 Campaign and his/her participation, and
 - ii. all materials, documents and forms submitted or created by him/her in connection with the Campaign 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.
11. 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 Campaign mechanism.
12. 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.
13. To collect their prizes, winners shall present personally, with the following verification document:
 - (i) Contact number
 - (ii) Email
 - (iii) Proof of Reward (Microsite Rewards page / Email notification)
14. Nestlé may, at its sole discretion, modify the Campaign Terms and Conditions, make prize substitutions or cancel this Campaign, without prior notice to any person. Nestlé’s decisions on all matters relating to this Campaign will be final, binding and conclusive on all Participants, and no correspondence will be entertained.
15. Where prizes contain a specified validity period during which it should be utilised, 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 shall be conclusively forfeited by such winner, and the forfeited prize will be dealt with at Nestlé’s discretion in accordance with applicable laws.
16. 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, tamper with the operation of the Campaign or any relevant website, (ii) participate in the Campaign in any manner which may create any prejudice to or anomaly in the scoring system or operation of the Campaign. Operation of the Campaign shall include without limitation any instance whereby Nestlé in its sole and absolute discretion suspects or actually discovers a participant taking undue advantage of the Campaign's mechanism and/or terms and conditions; and (iii) breach these Terms and Conditions or any other applicable law or regulation.

17. 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 Campaign 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.
18. The prize(s) and/or voucher awarded is 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 products and/or services provided. 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 services. Each Participant agrees that Nestlé is not and will not be an agent of any third-party service provider and/or vendor, and as such any and all disputes about the quality of products and/or standard of services and/or voucher provided by the relevant service provider and/or vendor shall be solved directly with them.
19. By choosing to participate in this Campaign, **each participating Participant agrees and hereby consents** that Nestlé may collect, use and disclose such Participant's personal data to its affiliates, service providers and partners, as provided in the SMS submission, 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 Campaign, including to contact Participants and to conduct verification and other actions in connection with this Campaign for the administration of prizes in relation to this Campaign;
 - (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.

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 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>. To withdraw consent to any specific use of his/her personal data, please visit the "Unsubscribe"

tab on www.nestle.com.sg or contact the relevant Nestlé officer at Nestle.privacy@SG.nestle.com.

20. 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.

21. 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 Campaign, 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 Campaign 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.

22. This Campaign is governed by Singapore law, and each Participant shall submit to exclusive jurisdiction of the Singapore courts.

23. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Campaign, in particular that relating to the prizes, are the property of their respective owners. This Campaign, 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.

24. Each Participant: (i) shall be bound by and comply with all the Third Party's terms and conditions of use, and grants the Third Party a complete release of all liabilities which may arise in connection with the Campaign, and (ii) acknowledges that the Campaign is in no way sponsored, endorsed or administered by, or associated with, Third Party and that he/she is providing information to Nestlé and not to the Third Party.

These Terms and Conditions are updated as of **31st May 2023**.