WIN GOLD WITH MILO 2025

Terms & Conditions

Information on how to participate in the Win Gold with MILO 2025 (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 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 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 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 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 1 January 2025 to 28 January 2025 (both dates inclusive, the "Contest 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 Contest.

HOW TO PARTICIPATE

STEP 1: To participate in the Contest, Participants with purchase(s) of Win Gold with MILO Box may submit an entry form using the QR Code Scan Method below between 1 January 2025 00:00 Hrs to 28 January 2025 23:59 Hrs ("**Form Submission Period**"). The Contest link will be made live from 1 January 2025 onwards but Participants who purchase the Win Gold with MILO Box before 1 January 2025 may participate in the Contest, as long as they submit their receipts during the Form Submission Period.

QR Code Scan Method

Scan the QR code given on the Win Gold with MILO Box and complete the form with the requisite details at the following website (the "Microsite"):

https://dearnestle.com.sg/promotions/wingoldwithmilo. Participants will be required to upload the FULL ORIGINAL purchase receipt (receipt must show date and time of purchase). Please retain original receipt for verification. The Organiser shall reserve the right to request for evidence of the original hardcopy receipt for verification and prize redemption. Failure to produce the original hardcopy receipt upon request may result in disqualification and forfeiture.

Each Win Gold with MILO Box will entitle the Participant to only one (1) draw chance for both a daily draw and weekly draw, and one (1) win for each draw (either the daily or weekly draw, but not both). Participants may purchase multiple Win Gold with MILO Boxes in the same receipt (i.e., 3 Milo CNY Boxes purchased = 3 draw chances), but one original receipt will only qualify the Participant to one entry for the relevant week. Duplicate, reprint or copy of receipts are not acceptable. A total of 84 daily winners will win 1 x 999 Petite Ingot 1g (the "Daily Prize"), while 4 weekly winners will win 1 x 999 Ingot Petite Gold Pot 6g (the "Weekly Prize").

Participants agree that acceptance of the receipt and qualification for the Contest is subject to Nestlé's verification of the receipt at Nestlé's sole and absolute discretion. Participants agree and consent to Nestlé's employees, agents, third party service providers, or representatives contacting (by telephone, electronic message, or by email) the relevant Participant to verify the Participant's purchase and receipt. For the avoidance of doubt, any Participant who (i) submits or is found to have attempted to submit multiple entries using the same receipt; or (ii) refunds or returns the participating product; or (iii) at any time Nestlé at its sole and absolute discretion suspects any fraud, collusion, illegal or unlawful activity, by the Participant or reasonably believes that the Participant is involved in manipulating, rigging, abusing, cheating the underlying system or the terms and conditions herein in an inappropriate manner or is otherwise engaged in any activity calculated to game the system or gain an unfair advantage; or (iv) otherwise breaches these Terms and Conditions in any way may be disqualified at Nestlé's sole and absolute discretion, and any prizes that may have been awarded to and/or redeemed by that Participant shall be forfeited and returned to Nestlé immediately on demand (if already redeemed and collected by that Participant). The Participant will also not be eligible to participate in any lucky draw for the remaining Contest Period.

STEP 2: There will be a total of **84 daily winners** and **4 weekly winners**, selected based on the submission date of entry. Winners of the daily and weekly lucky draws will be chosen by way of a random draw, witnessed by a registered public accountant and held on the respective draw dates at 11:00 hrs on each draw day (indicated in the table below) via Zoom at the following link:

Meeting Link: https://us05web.zoom.us/j/85310112036?pwd=RcizijUMy3gHOyslcRpvdnRWlwr2Gc.1

Meeting ID: < 853 1011 2036 >

Passcode: milo

	Submission Date of Entry	Draw Date and Time	Number of Prize Winners
Draw 1	All entries submitted between 1	8 January 2025 11:00 hrs	22 winners in total
	January 2025, 00:00 hrs to 7		(1 weekly winner, 21 daily
	January 2025 23:59 hrs		winners)
Draw 2	All entries submitted between 8	15 January 2025 11:00	22 winners in total
	January 2025, 00:00 hrs to 14	hrs	(1 weekly winner, 21 daily
	January 2025 23:59 hrs		winners)
Draw 3	All entries submitted between	22 January 2025 11:00	22 winners in total
	15 January 2025, 00:00 hrs to 21	hrs	(1 weekly winner, 21 daily
	January 2025 23:59 hrs		winners)
Draw 4	All entries submitted between	31 January 2025 11:00	22 winners in total
	22 January 2025, 00:00 hrs to 28	hrs	(1 weekly winner, 21 daily
	January 2025 23:59 hrs		winners)

CONDUCT OF PROMOTION

• Each draw will be conducted in this sequence, selected from all Participants in that week:

- 1. The weekly winner (winner of 6g gold ingot pot) will be selected first.
- 2. After the weekly winner has been selected, he/she will be removed from the pool of Participants.
- 3. The daily winners (7 days x 3 winners of 1g gold ingot) will be selected among the remaining Participants.

ENTRY QUALIFIERS

- Participants can only win either a Daily Prize or a Weekly Prize each week but not both. Each Participant can win up to three (3) prizes throughout the whole Contest Period.
 - o If a Participant buys 1 Win Gold with MILO Box and wins the weekly draw. The same Participant will not be eligible for the daily draw.
 - o If a Participant buys 1 Win Gold with MILO Box each week for 4 weeks and wins the 1 weekly draw and 2 daily draws, he/she will not be eligible for any further prizes as the Participant has already won the maximum number of prizes allowed for the entire Contest Period.
 - o If a Participant buys 3 Win Gold with MILO boxes in a single receipt. He/She will have 3 draw chances in the daily draw and 3 draw chances in the weekly draw.
- All lucky draw entries will be considered based on their <u>submission date of entry</u>, not the date of purchase.
 - For example, a Participant who buys 1 Win Gold with MILO Box on 1 January but only submits his/her entry on 5 January will qualify for the following draws based on his/her submission date of entry:
 - Daily winner draw for 5 January
 - Weekly winner draw for the week of 1-7 January
- Participants can submit their entries at any time within the Contest Period.
 - For example, a Participant who buys 1 Win Gold with MILO Box on 3 January can still submit his/her entry during the Contest Period to qualify.
- Draw chances will not roll over.
 - For example, if a consumer who has 3 draw chances to win on 7 January does not win in either the daily and weekly lucky draws, his draw chances will not roll over and he will not qualify for subsequent draws. He will only qualify for one daily draw on 7 January and one weekly draw for the week of 1 January to 7 January.
- 4. Winners will be published on https://dearnestle.com.sg/wingoldwithmilo every week (8 January, 15 January, 22 January, 31 January) by 18:00 hrs.
- 5. The award of prizes will be subject to verification to the full satisfaction of Nestlé. Any Participants who do not comply with the Contest Terms and Conditions will be disqualified at the sole discretion of Nestlé.
- 6. Upon successful verification, the winners will be contacted by a representative of Nestlé within 7 days of the publication of results regarding the method of how the prize will be received, which is subject to Nestlé's sole discretion.
- 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 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.
- 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 Contest 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 the following verification document:
 - (i) Original prize notification from Nestlé's representative;
 - (ii) Original receipt
 - (iii) NRIC / Driver License / Work Pass

The above documents are required only to verify the identity of winners collecting their prizes, and none of the above documents will be retained. In the event that the winner is unable to collect their prize personally, they may authorize someone to collect the prize on their behalf. Neither Nestlé nor any of its employees, subcontractors, or third party service providers (i) shall be liable for any loss, injury, death, claim or damage arising out of the collection of prizes, including but without limitation, false authorization or identification during the collection of prizes; (ii) will be under any obligation to investigate the veracity or authenticity of such authorization, and whether such authorization is accepted will be at the sole discretion of Nestlé or its third party service provider facilitating the collection of the Prizes.

- 14. 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.
- 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, (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.
- 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 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.
- 18. The items awarded under the specific voucher(s) 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 under the voucher. 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 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 products and/or standard of services provided by the service provider shall be solved directly with them.
- 19. By choosing to participate in this Contest, 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 Contest, including to contact Participants and to conduct verification and other actions in connection with this Contest for the administration of prizes in relation to this Contest;
- (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 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.

- 22. This Contest 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 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.