

OPTIFAST® x Guardian Pharmacy Promotion

Terms & Conditions

This promotion is organized by NESTLÉ Singapore (Pte) Ltd (“Nestlé”).

1. From 15th April 2025 to 31st Dec 2025 (“**Promotion Period**”) (both dates inclusive), participants (“Participants”) who purchase;
 - a. **5 boxes of** Participating Products* at Participating Retailers^ with 5 stamps on the OPTIFAST® program card may redeem a box of either OPTIFAST® shake or OPTIFAST® soup. Guardian Yuu member may redeem additional 3 sachets of OPTIFAST®

*Participating Products include OPTIFAST Chocolate Shake, OPTIFAST Strawberry Shake, OPTIFAST Vanilla Shake and OPTIFAST Chicken Flavour Soup.

^ Participating Retailers include all branches of Guardian Pharmacy.

2. Participants may collect 1 stamp for each box of Participating Products purchased. Stamps must be collected immediately upon purchase, no request for stamps after date and time of purchase will be entertained.
3. To apply for the redemption, Participants must have purchased 5 boxes of Participating Products and have collected 5 stamps, and submit their entry via method:

QR Code Scan Method

Scan the QR code given on the promotional materials available in-store and at the following website < <https://dearnestle.com.sg/promotions/OptifastGuardian>> and complete the redemption form with the requisite details. You will be required to upload the FULL ORIGINAL purchase receipt and the OPTIFAST® Program Card with 5 stamps collected (receipt must show date and time of purchase) as well. Proof of submission is not proof of receipt. Please retain original receipt for verification should you qualify for the redemption.

4. Proof of submission for entry into the redemption is not proof of receipt. All late, incomplete, illegible, tampered entries will be disqualified. The receipts submitted must be original. **No re-printed or copied receipts are allowed. Each receipt can only be used for one redemption.** Nestlé reserves the right to disqualify any participant suspected of cheating, manipulating, or taking advantage of the terms and conditions in an inappropriate manner. Such disqualification may occur at any stage of the lucky draw, and the decision of Nestlé shall be final and binding,

without any obligation to provide any explanation or justification.

5. Upon verification of the submissions, eligible Participants will receive the redemption via delivery. Only 1 delivery attempt will be made and the redemption items may be left at the address provided by the Participant. Any further delivery attempts will be at the sole discretion of Nestlé and at the relevant Participant's cost. Please allow a minimum of 4 - 6 weeks for the processing of the redemption. Nestlé is not obligated to contact Participants who do not qualify for the redemption.
6. This promotion is open to all citizens and permanent residents living in Singapore. Traders, distributors, retailers and online retailers purchasing in bulk for commercial purposes e.g. resale or export, are strictly not eligible for participation in this promotion.
7. Redemption is on a **“first come first serve”**, and **“while stocks last”** basis.. Availability and variant of redemption items may vary. Nestlé does not guarantee the availability of any variant.
8. Redemption from each customer is capped at 1 box OPTIFAST® Shake or Soup for each OPTIFAST® Program card with 5 stamps collected. Guardian Yuu member could redeem additional 3 OPTIFAST® sachets
9. Redemption items are strictly not exchangeable, whether for cash, credit or other items (including another redemption item) in part or in full.
10. Redemption items are redeemed on an “as is” basis and all warranties are excluded to the fullest extent possible.
11. Nestlé may, without prior notice, (1) replace the redemption item with another item, and (2) terminate this promotion, and amend the promotion mechanics and the terms and conditions.
12. Nestlé's decisions on all matters relating to these promotions will be final, binding and conclusive on Participants, and no correspondence will be entertained.
13. Nestlé may, at its sole discretion, disqualify any person who does not meet the eligibility requirements stated in these terms and conditions.
14. Nestlé shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the products provided under this redemption. Nestlé, shall at all times, not be held liable for any loss, injury, damage, or harm suffered as a result of availing the products.

15. Nestlé may, at its sole discretion, modify these terms and conditions, make substitutions of redemption item or cancel this promotion, without prior notice to any person. Nestlé's decisions on all matters relating to this promotion will be final, binding and conclusive on all Participants, and no correspondence will be entertained.
16. By choosing to participate in this redemption promotion, **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 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:
- (a) to administer this promotion, including to contact Participants and to conduct verification and other actions in connection with this promotion for the administration of redemption items in relation to this promotion;
 - (b) to 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 in accordance with the PDPA. If a participant requires access to his/her personal data or any amendment or correction to be made, he/she should contact the relevant Nestlé officer at Nestle.privacy@SG.nestle.com. 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.

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>.

17. 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.

18. 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.
19. 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 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.
20. 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
21. To the 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 this promotion and redemption items, and each Participant of this promotion and any person acting on his/her behalf shall release completely and indemnify Nestlé from any claims, losses, damages, costs or expenses incurred in connection therewith.
22. Any intellectual property contained in any materials used in connection with this promotion and the redemption items is the property of their respective owners.
23. The terms and conditions of this promotion are governed by Singapore law, and Participants of this promotion shall submit to exclusive jurisdiction of Singapore courts.

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

These terms and conditions are updated as of 19th March 2025.

For any enquiries relating to the promotion please contact <Customer Service Tel: 800 6011 633>