

NESTLÉ IN PARTNERSHIP WITH MCDONALD'S, PROSPERITY BREAKFAST AN IPHONE 12 GIVEAWAY PROMOTION TERMS & CONDITIONS

Stand a chance to win an iPhone 12 worth \$1299 64 GB Black!

When you purchase any breakfast Extra Value Meal and upgrade your drink to hot/iced Milo (S) at any McDonald's Restaurants in Singapore during 28 January 2021 – 3 March 2021 (the "Contest").

Organisers:

NESTLE SINGAPORE (PTE) LTD ("Nestlé")

HANBAOBAO PTE LTD ("McDonald's")

(Organisers include Nestlé's and or McDonald's appointed agencies for the Contest)

Information on how to participate in 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. PARTICIPANTS

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 his/her legal parent/legal guardian before participating in this Contest and submitting any personal information, and shall furnish such proof of consent should the Organisers require it,

(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, and

(iii) not employees of the Organisers and affiliates which are directly involved in this Contest, nor these employees' immediate family members.

By participating in the Contest, each Participant represents and warrants that he or she has met the eligibility criteria set out under these Contest Terms and Conditions. Each Participant also consents to the use by, the Organisers of his or her personal information for feedback, promotional and marketing purposes.

2. DURATION

The Contest runs from 0400 hours on 28 January 2021 to 1100 hours on 3 March 2021 subject to the availability of the Hot/Iced Milo (while stocks last) (the "Contest Period").

HOW TO PARTICIPATE IN THE CONTEST

1. STEP 1: Purchase any breakfast Extra Value Meal and upgrade the drink to Hot/Iced Milo (S)

To participate in the Contest, Participants must **purchase any breakfast Extra Value Meal and upgrade the drink to Hot/Iced Milo (S)**, while stocks last, from any McDonald's Restaurants or McDelivery in Singapore during the Contest Period. Customers are entitled to one lucky draw chance per receipt transaction. This promotion is only available during breakfast hours (4am to 11am). Purchases made via external delivery platforms (i.e. Grabfood/Foodpanda) are not eligible to

participate in the Contest. For restaurant exclusions, full product and allergen information, visit [mcdonalds.com.sg/prosperitybf](https://www.mcdonalds.com.sg/prosperitybf)

2. STEP 2: Scan the QR code to participate

To enter the Contest, Participants must scan the QR code that can be found at the specific point of purchase/corporate website and enter **all required fields** to complete the submission on the website.

Participants will need to upload a photo of the official receipt and agree to the terms and conditions before proceeding to submit the entry. Once the entry is submitted, a pop-up message will appear, acknowledging that it has been submitted.

Example: Thank you. Your entry has been successfully submitted. Only shortlisted winners will be contacted. Good Luck!

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. Only entries that are considered as complete and correct by the Organisers will be eligible. Incomplete or illegible entries will be disqualified.

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 where applicable:

- (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.

3. PRIZES

Prize winners will be selected **each week** way of random draw to win an iPhone 12 64GB Black (worth \$1299 based on manufacturer's recommended selling price).

- Non-winning entries each week will be automatically entered into subsequent draws in the following weeks during the **Contest** period
- Each participant is only entitled to one prize in this **Contest** and one chance per receipt.

Each Draw will be done by means of a computerized system which is not conducted in public but shall be witnessed and audited by a public accountant who is not in the employment of the Organisers (the "Draw"). Each Draw shall be conducted at the office of SMSDOME PTE LTD at 47 Jalan Pemimpin Halycon 2 #03-01 Singapore 577200 between 4pm and 6pm on above specified dates.

HOW TO CLAIM

The Organisers will announce the list of winners on McDonald's prosperity campaign page each week at the following URLs: <https://www.mcdonalds.com.sg/prosperitybf>

Each winner will also be contacted via their contact details submitted for the Contest.

Winners must present the original receipt, their proof of identity along with any other redemption notification where applicable at the following locations during the Opening Hours for collection. Winners must proceed to collect the prize redemption notification before collecting the prize:

iPhone 12 64GB Black Prize Collection Location:

Please bring along i) original receipt and ii) proof of identity

The Redemption Centre

*Bras Basah Complex

231 Bain Street #03-45

Singapore 180231

Monday to Friday: 11:00am to 7:00pm

Saturday: 11:00am to 3:00pm

(Sunday/PH & Eve of PH closed)

CNY - closed from 11th - 16th Feb 2021

CONDITIONS APPLICABLE TO ALL PRIZES

1. The award of prizes will be subject to verification to the full satisfaction the Organisers, which shall include verification of the original proof of purchase. 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 the Organisers deems necessary to effect, perfect, record, or register the Prize Winner's redemption and ownership of the prize.
2. The Organisers may, without notice and at any time, modify the Contest Terms and Conditions, substitute any prize with a prize of similar value, as determined by the Organisers. Prizes won are given out on an "as it is" basis, and are not transferable, or exchangeable or redeemable for cash. Winners shall collect their prizes in person, and shall comply with and be bound by all terms which the prizes may be subject to. To the extent not prohibited by law, all warranties and representations in connection with the prizes are expressly excluded.
3. Participants shall ensure that they remain contactable at all times. If the Organisers 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.
4. Prizes which remain unclaimed by any winner for 4 week(s) after the announcement of the winners shall be conclusively forfeited by such winner, and the forfeited prize will be dealt with at the Organiser's discretion in accordance with applicable laws.
5. The Organisers reserve the right to reject any photo entry which the receipt has been tampered, modified or viewed, in its sole discretion, as invalid.
6. The Organisers may disregard or disqualify any entry, participant or winner, in such manner as the Organisers 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 Contest Terms and Conditions or any other applicable law or regulation.
7. To extent permitted by law, each Participant and any person acting on his/her behalf agree that the Organisers 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 shall indemnify each of McDonald's Singapore and Nestlé from any claims, losses, damages, costs or expenses incurred in connection therewith.
8. The Organisers, 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 Contest (including but not limited to those actions stated in these Contest Rules) and not for any other purpose.

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.

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>.

If in the event a Participant wishes to withdraw consent for use of his/her personal data, he/she shall be deemed to have withdrawn voluntarily from the Contest. In the absence of such withdrawal, the Participant acknowledges that the personal data will be retained in accordance to Nestlé Singapore's Privacy Policy (i.e. personal data collected for one-off purposes for this Contest will be deleted on 30 September 2021 within 6 months from collection date).

9. This Contest is governed by Singapore law, and each Participant agrees to submit to exclusive jurisdiction of the Singapore courts.
10. 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, McDonald's and Nestlé, and their respective affiliates and contractors, are not affiliated with, or endorsed or sponsored by, those owners and the owners' relevant affiliates where those owners or the owners' affiliates are not part of McDonald's or Nestlé group of companies.
11. Each Participant shall be bound by and comply with all terms and conditions of use, and grants McDonald's and Nestlé a complete release of all liabilities which may arise in connection with the Contest.
12. Nestlé and McDonald's may, at their sole discretion, modify the Contest Terms and Conditions, make prize substitutions or cancel this Contest, without prior notice to any person. Nestlé's and McDonald's decision on all matters relating to this Contest will be final, binding and conclusive on all Participants, and no correspondence will be entertained.