<u>Pennywise and Nestlé Infant Nutrition Pathway to Riches Promotion Full Terms and</u> Conditions

- 1. This promotion is open to Trinidad and Tobago residents aged 18 and over excluding the employees of Nestlé Trinidad and Tobago Limited ("Promoter") and their immediate families, and the Promoter's agents, affiliates, associated companies or professional advisers connected to this promotion ("Promotion").
- 2. **Promotion Period:** 22nd February to 11th April 2021 inclusive.
- 3. **Prerequisite(s):** The purchase of the following products is necessary to enter the Promotion:
 - One (1) can KLIM 1+ 1.6kg OR
 - One (1) can KLIM 1+ Lactose Reduced 800g OR
 - any Two (2) of the following: NESTUM 730g, CERELAC 1000g, KLIM 1+/3+ Growing Up 800g, LACTOGEN 3 800g
- 4. To participate: During the Promotion Period purchase
 - One (1) can KLIM 1+ 1.6kg OR
 - One (1) can KLIM 1+ Lactose Reduced 800g OR
 - any Two (2) of the following: NESTUM 730g, CERELAC 1000g, KLIM 1+/3+ Growing Up 800g, LACTOGEN 3 800g,

write your name, telephone number and email address on the end of bill slip and drop it into boxes located at all Pennywise locations.

- 5. Main prizes: There are five (5) cash prizes to be won
 - 1st prize Twelve Thousand Trinidad and Tobago dollars (\$12,000)
 - 2nd prize Ten Thousand Trinidad and Tobago dollars (\$10,000)
 - 3rd prize Eight Thousand Trinidad and Tobago dollars (\$8,000)
 - 4th prize Three Thousand Trinidad and Tobago dollars (\$3,000)
 - 5th prize Two Thousand Trinidad and Tobago dollars (\$2,000)
- 6. Prizes are as specified and are non-transferable. There are no other prize alternatives available in whole or in part, except that in the event of circumstances outside of its control, the Promoter, in its sole discretion, reserves the right to substitute similar alternatives of equal or greater value. Unless otherwise agreed with the Promoter, a winner is not permitted to transfer the right to take up a prize to anyone else.
- 7. Winner Notification: The winners will be informed by phone and/or email from a Nestlé Representative within five (5) business days of the draw. Each winner must respond within 14 working days from the date of this phone call and/or email, confirming: (1) eligibility and (2) acceptance of the prize. If the winner is not contactable or fails to respond to initial winner notification within 14 working days of the call/email notification, the Promoter reserves the right to award the main prize to the next eligible winner.
- 8. **Prize winner**: In order to qualify for the prizes, winners must reside in the same country that they purchased and entered the Promotion. In the event the winner is not eligible or available to accept the prize then the next eligible or available secondary prize winner will be awarded the prize. If the second winner is not eligible or available to accept the prize, the Promoter will offer each prize until a winner is identified.

- 9. Personal details will only be used for the sole purpose of administering this Promotion and will not be retained except where an applicant has opted in to be included to a database to receive future news, offers, promotions and new products. The Promoter's privacy policy can be viewed by clicking on this <u>link</u>. The Promoter shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 10. The Promoter reserves the right at its sole discretion to disqualify any entrant found to be tampering with the redemption process or the operation of the Promotion; or to be acting in any manner deemed by the Promoter to be in violation of these Terms and Conditions; or to be acting in any manner deemed by the Promoter to be disruptive.
- 11. Incomplete, illegal, misdirected or late entries, or entries not in accordance with these Terms and Conditions will not be accepted. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical reasons or otherwise. The entrant is responsible for the accuracy of the contact details provided.
- 12. The decision of the Promoter is final, and no correspondence will be entered into.

Liability:

- 13. The Promoter does not assume any responsibility for lost or illegible receipts.
- 14. The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any entrant entering the Promotion or as a result of accepting any prize.
- 15. Neither the Promoter, its agents nor anyone professionally connected to the Promotion, assume any responsibility or liability for:
 - a) Any incorrect or inaccurate receipt entry
 - b) Any unauthorised access to, or theft, destruction or alteration of receipts at any point in the operation of this Promotion.
 - c) Any unauthorised access to, or theft, destruction or alteration of receipts at any point during the operation of this Promotion.
- 16. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation. The Promoter reserves the right to cancel or amend the Promotion in such circumstances and undertakes to endeavour to minimise the effect to entrants in order to avoid undue disappointment.
- 17. Entrants agree to be bound by these Terms and Conditions.
- 18. Any question concerning the legal interpretation of these Terms and Conditions will be based on the laws of the Republic of Trinidad and Tobago and the Courts of Trinidad and Tobago will have exclusive jurisdiction.