Nestlé Trinidad and Tobago Limited

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"KITKAT MOM DESERVES A BREAK" PROMOTION

TERMS & 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, as well as the Promoter's agents, affiliates, associated companies, or professional advisers connected to this promotion ("PROMOTION").
- 2. Promotion Period: 17th April to 17th May 2024 inclusive
- 3. Prerequisite(s): Purchase of \$30.00 TTD or more of KITKAT at selected supermarket locations across Trinidad and Tobago. Products, as listed in clause 4 below, is necessary to enter. Customers must keep their receipt, as this will be required when verifying the winner.
 - Each receipt showing at least \$30.00 in purchase is one entry.
 - For purchases that exceed \$30.00 purchases the consumer can request separate receipts from the retailer to enter if you want to get multiple entries.
- 4. Participating Products include:
 - All NESTLÉ KITKAT Only ®
- 5. Internet access is required to participate for Online Entry.
- 6. To participate Online: During the Promotion Period each \$30.00 purchase of KITKAT products gives you a chance to win. Consumers can simply scan the QR Code and complete the Entry Form. Click SUBMIT to enter.
- 7. 1 Grand Draw will be done on Monday 20th May, 2024 of the following Prizes:
 - ▶ 1 Winner Weekend Stay and Spa Day at Hyatt Trinidad
 - ▶ 10 Penny Savers Vouchers Tobago ONLY \$ 1,000 Each
 - 30 Winners Pennywise Vouchers @ \$1,000 each Trinidad ONLY
 - 9 Winners Nestlé Hampers
- 8. Prizes are as specified and are non-transferable. There is no other prize alternative 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.
- 9. Prizes must be redeemed by the date given to them.

- 10. Winner Notification: The winners will be informed by phone and/or email from a Nestlé Representative within 72 hours for the weekly draw and 24 hours for the grand prize draw. Each winner must respond within 48 hours from the date of 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 48 hours of notification, the Promoter reserves the right to award the prize to the next eligible winner (weekly & grand prize winner). Please note that the winner(s) must provide proof of purchase, which is the recorded receipt number, including the list of KITKAT items purchased, valued at \$30.00 or more.
- 11. Prize Winner: A provisional winner will only be deemed a winner once verified by the Promoter. In order to qualify for the prizes, winners must reside in the same country (Trinidad & Tobago) 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.
- 12. Personal details will <u>ONLY</u> 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.
- 13. No entrant may use their computer to enable multiple entries, (e.g., by use of 'script' or 'brute force'). In the event of any issues with an entrant's claim, the respective entry will be disqualified, and any prize awarded will be void.
- 14. Receipt numbers must be entered online exactly as they appear on the receipt. Each receipt is unique and can only be used once. Attempts to enter the same receipt number more than once, may result in disqualification and all entries in respect of that receipt will be declared void. Entrants are free to enter as many times as they wish, provided a new, genuine, and unique receipt number is used for each entry. If you cannot read your receipt number due to a genuine printing error, you can request a copy of the receipt from the place of purchase of the product.
- 15. 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 the Terms and Conditions; or to be acting in any manner deemed by the Promoter to be disruptive.
- 16. 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.

17. The decision of the Promoter is final, and no correspondence will be entered into.

Liability:

- 18. The Promoter does not assume any responsibility for lost or illegible receipts.
- 19. The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any entrant entering the Promotion or because of accepting any Prize. The Promoter is not liable for any defects in the prize.
- 20. 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, or for any faulty, failed or errors in electronic data transmissions.
 - b) Any unauthorised access to, or theft, destruction, or alteration of receipts at any point in the operation of this Promotion.
 - c) Communications line failure, regardless of cause, with regards to any equipment, systems, networks, lines, satellites, servers, computers, or providers utilised in any aspect of this Promotion.
 - d) Inaccessibility or unavailability of the internet or the website or any combination thereof.
- 21. 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.
- 22. Entrants agree to be bound by these Terms and Conditions.
- 23. 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.