

## TERMS AND CONDITIONS

By submitting an entry to the Program “Nestlé Milkmaid Payasam Contest” it is deemed that you have acknowledged, read and understood these terms and conditions for participating in the program Nestlé Milkmaid Payasam Contest which includes information on how to enter, how the winners of the Program will be determined, the prizes, and how personal data, upon participation, if required, will be collected, retained and used.

Consumer Benefit Program: “Nestlé Milkmaid Payasam Contest” (hereinafter referred to as ‘Program’) is conducted by Nestlé India Limited (hereinafter referred to as ‘Nestlé India’) having its registered office at 100 / 101, World Trade Centre, Barakhamba Lane, New Delhi – 110001 and Agency.

Before participating in the Program, please read the terms and conditions given herein. By participating in the Program, each Participant is deemed to have accepted the complete terms and conditions of this Program as well as the decisions of Nestlé India, which are final and binding in all matters related to the Program

In case of any conflict, these Terms and conditions will be considered final and binding in all matters related to the program.

The Program shall run for the period commencing from 23rd July 2021 at 12:00 hours and concluding on 30th July 2021 at 23:59 hours, (hereafter referred to as the ‘Program Period’).

Any entry received outside of the Program Period (as defined in point 4) shall not be entertained and summarily be rejected.

### Eligibility:

- (i) Participant(s) must be a student of St. Thomas College (Autonomous), Thrissur.
- (ii) The Employees, agents, associates and promoters of NESTLÉ India and of its affiliates, subsidiaries and advertisement agencies (including their immediate family members) and all others directly associated with organizing the Program(s) are not eligible to participate.
- (iii) (iv) Participants who are minors (below 18 years of age) need to submit a consent form available on \_\_\_\_\_ India Facebook/Instagram handle from their parents / legal guardians, failing which the corresponding entry/entries will be deemed invalid.

### Entry to the Competition and the conditions therein-

1. Prepare a payasam recipe using Nestlé Milkmaid. Take a picture of a dish that the participant would have cooked at home and SHARE it with a description (Recipe) and creative name for the dish to [cookeryclubstc@gmail.com](mailto:cookeryclubstc@gmail.com) or Whatsapp to 8590190001.
2. The entries must be uploaded in the allotted time frame of the Program. The allotted time frame is described in the following terms.
3. This Program relies solely on the skill of the participant, and Chance plays no part in determining the winner/s.

4. The Program will start at 12:00 AM on 23rd July 2021 and end at 11.59PM on 30th July 2021. Any entries attempted and/or made before or after the prescribed/allotted time will automatically be rejected.
5. The Program Period is subject to change and may be extended at the absolute discretion of the organizer, i.e. Nestlé India.
6. This contest is open for the students of St. Thomas College, Thrissur.
7. At the end of the Competition Period, Winners will be selected by the “Chef’s Corner Cookery Club – St. Thomas College (Autonomous), Thrissur”
8. The Winners will be selected by “Chef’s Corner Cookery Club – St. Thomas College (Autonomous), Thrissur” & it is their sole and absolute discretion.

#### **Qualification (for participation)**

1. The recipe that you submit should have elements of a nutritious, tasty & wholesome dish for the - whole family.
  - a. Low to moderate on salt, sugar & fat.
  - b. The Serve size that you recommend should be appropriate.
  - c. Cooking methods should be healthy & nutritious.
2. Use of Nestlé Milkmaid as one of the main ingredient.
3. Only Actual Picture along used pack participate will be considered
4. The best-looking Photograph & the most Creative way of preparing dish using Nestlé Milkmaid.

#### **Entries must inter alia comply with the following guidelines:**

- a. All Entries submitted must comply with these Terms & Conditions and terms of use of Instagram, Facebook and the Program website/Group/Page;
- b. Cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
- c. Cannot promote alcohol, illegal drugs, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- d. Cannot be obscene or offensive, endorse any form of hate or hate group or hurt religious sentiments;
- e. Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities;
- f. Cannot defame, misrepresent or contain disparaging or slanderous remarks about Nestlé India, its customers or its products, or other people, products or companies;
- g. Cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e- mail addresses or street addresses;

- h. Must be original and cannot contain copyrighted materials owned by others (without permission and cannot be plagiarized from any source);
- i. Cannot contain background artwork, unless it is an original work of the Participant;
- j. Cannot depict, and cannot itself, be in violation of any law.
- k. By submitting an Entry the Participant warrants and represents that it: (a) is the Participant's original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyright, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that the Participant has obtained permission from any other person whose name, likeness or image is used in the photo and (f) and that publication of the entry via various media including Web posting, will not infringe any third party rights. The Participant will indemnify and hold harmless Nestlé India and the Promotion Parties from any claims to the contrary.
- l. By entering, the Participant acknowledges that Nestlé India has no obligation to use or post any Entry submitted by the Participant.

The Winners will be selected by the "Chef's Corner Cookery Club – St. Thomas College (Autonomous), Thrissur"

The Winners will be selected by "Chef's Corner Cookery Club – St. Thomas College (Autonomous), Thrissur" & it is their sole and absolute discretion, Nestle has no role in the winner selection

### **Announcement of Winners**

1. Each Winner will be notified individually via Facebook and/or Instagram private message (each a "Private Message")
2. The Winners will be required to acknowledge receipt of the Private Message by providing the information requested in the Private Message (including but not limited to full name and address of the Winners, mobile number, email address and delivery address) to Nestlé by no later than 14 days after the Private Message is sent, failing which his/her Prize will be forfeited automatically and Nestlé shall be free to deal with the Prize in any manner as it deems fit.
3. In case the prize winner for a Program cannot be contacted even after 14 days of attempted private direct message intimation, the selected prize winner will stand disqualified and the next eligible prize winner for the Program will be selected by the Agency/NESTLÉ INDIA as per the selection criteria. If the original Prize Winner for a Program is disqualified for this or for any other reason, such as being found ineligible or indulging in fraudulent practices or failing to comply with all these terms and conditions, then the next eligible Participant, chosen by NESTLÉ/ Agency will be declared winner and will be entitled to the prize instead, according to the aforementioned selection procedures.
4. Details requested in point 2 (Announcement of Winners) are being taken for hamper/prize delivery and will be deleted once the program & purpose is over
  - The cost and expenses incurred towards conducting and administering the Program are being borne by NESTLÉ India out of its own funds and same are not being recouped in any way from the

Participants. However the prize winner for each Program shall be liable for income tax, levies and duties due and owing under applicable and statutory laws in connection with the prize(s). All other costs, expenses including travel expenses, cost of delivering etc, insurance, transfer fees, registration fees that may be applicable to avail/use/the prize(s) will be borne by the winner

- If the awarding of prizes include sending the said prizes via courier/post etc., the same shall be subject to the present COVID-19 pandemic situation and the directions issued by the relevant authorities at various places. Failure to send the prizes due to said pandemic situation shall not construe to be breach of these terms and conditions. Nestlé India shall endeavor to courier/send prizes via post at the earliest.
- The prize(s) are non- transferable and non-negotiable.
- The Participants understand that the prizes are on "as is" without warranty of any kind, either express or implied, including but not limited to, merchantability, durability, suitability for any particular purpose, performances and/or non-infringement of any applicable laws.
- The use of internet may be chargeable at the regular tariff rates. Consult beforehand with your service provider to know these charges.
- If entries are received for participation, it is assumed that the person sending in the entry has provided us with the permission to send SMS to or call him/her, whether or not such sender is registered on the National Do Not Call Registry.
- Comment(s)/Pictures chosen as winning Comment(s)/ Pictures shall be decided by NESTLÉ India/its Agency which shall be binding and non-contestable.
- All entries sent by the Participant(s) would be received, monitored, verified, authenticated and stored by the Agency in their computer systems and shall be shared only for the purpose of the Program and/or other activities carried out related to the said Program.
- Entries submitted by the Participants which do not comply with these terms and conditions will be rejected. NESTLÉ India reserves the right at its sole discretion to disqualify any such entry at any time.
- Mere participation in the Program or submitting the Comment(s)/ Pictures does not entitle the participant to the prize(s) unless all other terms and conditions are fully met. Failure to comply with any of the terms and conditions hereof or any fraudulent conduct shall disentitle the participant.
- By entering into the Program and accepting the prize, the Participants and prize winner(s), respectively, waive all the copyrights, rights of publicity and any related rights and specifically consents to NESTLÉ India's right to audiography, videography, picture, tape or portray him/her as a participant/ prize winner and to exhibit this material in any and all media now existing or hereinafter created, including (without limitation) television, film, radio and print media without any compensation whatsoever for such advertising and publicity for perpetuity, except where prohibited by law. The Participants and/or prize winner(s) also consents to NESTLÉ India's unconditional right to use his/her name, voice or picture or the contents of his/her Program entry/ post for perpetuity.
- The participant agrees to be bound by the terms, including in particular those relating to the collection, retention, use and sharing of personal data; and

- The participant confirms that he/ she has gone through Nestlé's Privacy Policy – [www.nestle.in/info/privacypolicy](http://www.nestle.in/info/privacypolicy) and that he/ she has no objection in collection or processing of their data according to the manner carved out in the privacy policy.
- Your personal data as collected by NESTLÉ India's associates/partners or affiliates shall pass your personal data to NESTLÉ India. Your personal data shall be administered and treated NESTLÉ India's privacy and data collection guidelines. Such data collected and retained may be used by NESTLÉ India and or its related associates/partners/ affiliates for marketing, internal study, and data analysis purposes.
- NESTLÉ India encourages you to read the privacy notice of any such company before sharing personal data. If you do not want your personal data to be collected by or shared with a company other than NESTLÉ India, you can always choose not to participate in such activity. If you do opt-in to communications from such a company, remember that you always have the right to opt-out and you would need to contact that company directly to do so.
- If you have any questions or comments regarding this Privacy Notice or Nestlé's personal data collection practices, please contact us by sending an email [Generic.INDataPrivacy01@IN.Nestlé.com](mailto:Generic.INDataPrivacy01@IN.Nestlé.com)
- NESTLÉ INDIA LTD. and the Agency shall not be responsible for (including but not limited to):
  1. For any SPAM generated messages
  2. For the Operator Code not being displayed on the user's mobile phones
  3. For any SMS message delivery failures
  4. Any lost, late or misdirected computer transmission or network, electronic failures or any kind of any failure to receive entries owing to transmission failures or due to any technical reason
  5. If the participant has registered himself to the DND of the telecom provider/ the participant has registered with National Do Not Call Registry/ Participant has specifically requested for not receiving messages for the specific campaign
  6. Other conditions beyond its reasonable control
- By participating in the Program, each participant agrees to hold harmless NESTLÉ India and its affiliates, directors, officers, employees and agents, as well as all others associated with the development and execution of this Program, from and against any and all liability with respect to or in any way arising from this Program, the awarding and use, misuse or possession of the prize, including liability for personal injury, except where prohibited or limited by law.
- NESTLÉ India reserves the right to change the terms and conditions of this Program and to alter or terminate the Program at any time without prior notice. An updated version of the terms and conditions will be available on the Facebook page.
- NESTLÉ India/Agency shall not be liable for any failure to comply with its obligations mentioned herein, caused by weather conditions, fire, flood, hurricane, strike, war , riots, political unrest, civil commotion, terrorist attacks, or any other event amounting to Force Majeure and beyond their control.

· The Program is not available (void) where prohibited by any law. All relevant national and local laws apply. All disputes to be settled within the jurisdiction of the Courts in Delhi only.

· By participating in the Program, each participant specifically accepts as follows (a) that he/she has fully read and understood all the terms and conditions, and be unconditionally bound by them b) that he/she satisfies the eligibility requirements under these rules c) that he/she unconditionally accepts the winner so selected d) that he/she shall honour all decisions of NESTLÉ India with regard to the Program and its interpretation and not challenge them (e) to comply with all Central, State, Local Laws and Regulations.

### **Prizes**

1. Winner will receive one gift hamper of Nestlé products worth Rs. 1000.
2. Nestlé reserves the right in its sole and absolute discretion to change the Prizes as it sees fit and deal with any unclaimed Prizes in any manner.
3. The Winners shall, if required by the Nestlé provide his/her original Residence proof (Passport, DL, Aadhar card) for verification of proof of eligibility for receipt of the Prize
4. The Prizes will be dispatched to the relevant Winners within 30 days from receipt of acknowledgement from the Winner, by Nestle India as described in the terms above.

### **Personal Data**

1. By entering the Competition, you expressly agree to the Nestlé Data Policy set out at the end of these Terms. In case of any concerns pertaining to your data contact Generic.INDataPrivacy01@IN.Nestle.com and visit- <https://www.nestle.in/info/privacypolicy>