# TERMS AND CONDITIONS OF "CHEERS – STAND A CHANCE TO WIN EXCLUSIVE NINJA FOODI POWER BLENDER ULTIMATE SYSTEM" ("PROMOTION")

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") BEFORE ENTERING THIS PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND COCA-COLA SINGAPORE BEVERAGES PTE. LTD. ("PROMOTER") ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS PROMOTION. BY ENTERING THIS PROMOTION, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.

### A. ELIGIBILITY

- 1. This Promotion is open to all Singapore citizens, residents, work permit holders, and valid Singapore pass holders above the age of 18 years and is valid in Singapore only.
- 2. Persons ineligible and excluded from this Promotion are: (a) Employees of Promoter, Pacific Refreshments Pte. Ltd., and their respective advertising, fulfillment and/or promotion agencies; (b) Affiliates and subsidiaries and the immediate families (spouses, and parents, siblings, children and each of their respective spouses and household members) of each of (a) and (b); and (c) Persons who are prohibited under the laws of their country of citizenship, residency or domicile to participate in any games of chance and/or skill, or this Promotion.

#### B. PROMOTION PERIOD

- 1. The Promotion starts from 00:00 on 10 February 2025 and ends at 23:59 on 31 March 2025 ("Promotion Period").
- 2. Any entry not received during the Promotion Period shall be automatically disqualified from participation. The Promoter is not liable for any lost, delayed, or misdirected Entry (as defined under paragraph C.3 below).

### C. HOW TO PARTICIPATE

- 1. Purchase a minimum of two (2) 500 ml PET bottles of products from the Participating Brands (as set out in Paragraph C.2 below) from any Cheers stores in Singapore ("Participating Outlets") in a single receipt ("Proof of Purchase") and stand a chance to win the Prizes ascribed in paragraph D.1 below.
- 2. Participating Brands are: "Coca-Cola", "Coca-Cola Zero Sugar", "Sprite", "Fanta", "A&W", "Fuze Tea", "Authentic Tea House" and "Minute Maid".
- 3. To participate in the Promotion, the Participants are required to scan the QR Code on the Promotion's in-store point of sales material which will lead them to a WhatsApp landing page. The Participants are then required to send a WhatsApp to 83727753 in accordance with the following format:

Whatsapp Entry Format:

CokeCheers<space>Name<space>Receipt No.

[Example: CokeCheers ANDY 00246]

(The steps listed in this Paragraph C.3 shall collectively be an "Entry").

- 4. Participants are advised to keep the original Proof of Purchase for record and/or verification purposes. Only a computer/printer generated official receipt from a Participating Outlet with clear details of the purchase is acceptable. Any manual / written / illegible receipts are deemed invalid, and the accompanying Entry will be disqualified.
- 5. Phone data used to participate in this Promotion may be subject to charges by your service provider / carrier.
- 6. Personal information (including images) collected or received from the Participants may be used by the Promoter, Pacific Refreshments Pte Ltd, and/or their respective agents and agencies for the purposes of administering the Promotion, including conducting background check on the Participant's identity and verifying their eligibility to participate and receive a prize and publishing the winner's announcement. By participating in the Promotion, the Participant explicitly allows the Promoter, Pacific Refreshments Pte Ltd, and/or their respective agents and agencies to contact the Participant via the Participant's particulars provided for such purpose. The Promoter, Pacific Refreshments Pte Ltd, and their respective agents and agencies value all personal information received and shall not disclose or furnish the Participant's personal information to any unrelated third parties (save for their respective agents and agencies for the purposes of the Promotion or where required by law). The Promoter shall manage all personal information collected, which contains personal data, according to the Personal Data Protection Act 2012.
- 7. Any Entry that is incomplete, missing the Proof of Purchase, illegible, mutilated, altered, duplicated, tampered with, not obtained legitimately, contains printing, typographical, mechanical or other errors will be disqualified.
- 8. All Entries (including the Proofs of Purchase) submitted shall become the property of the Promoter and will not be returned.
- 9. Each Entry shall be subjected to verification by the Promoter and/or its representatives. In the event that details are invalid as determined at the Promoter's sole discretion, the Entry will be disqualified.
- 10. Multiple entries are permitted. However, each Entry must be supported by a different Proof of Purchase (i.e. a Proof of Purchase is valid for one (1) entry only). In the event of multiple eligible purchases in one Proof of Purchase, it shall be considered as one Entry.

## D. PRIZES & SELECTION OF WINNERS

2.

1. There is a total of three (3) prizes only ("**Prize**" or "**Prizes**") to be won for this Promotion.

No	Prize	Quantity
1	Ninja Foodi Power Blender Ultimate System	3

- 3. Winners will be selected via a lucky draw ("**Draw**") to be conducted on 7 April 2025 based on a computerized system in the presence of an authorized personnel of the Promoter or its agency. A total of 3 names will be drawn during the Draw. Winners will be notified either via SMS, WhatsApp text, email, or phone call with details of how to claim the Prizes. Winners MUST submit the Proof of Purchase for verification purposes prior to collection.
- 4. The total number and type of Prizes that will be awarded in this Promotion will not exceed those as stated in paragraph D.1. By participating in this Promotion, the Participant acknowledges and agrees that in no event will more than the stated number of Prizes will be awarded.
- 5. Each Participant is entitled to win only one (1) Prize throughout the entire Promotion Period.
- 6. Prizes are available on an as-is basis and are not transferable, not exchangeable and not convertible to monetary value. The Promoter reserves the right not to award any Prizes or any alternative prizes of equal or greater value, for any reason whatsoever to a Participant who fails to meet any stipulated requirement for the claiming of the Prize. Promoter also reserves the rights to substitute the Prizes with any other prizes of equal or greater value.
- 7. Winners may be required to sign or acknowledge a Participation/Release Agreement in such form as may be required by the Promoter in order to claim the Prizes.
- 8. The Promoter reserves the right to substitute any winner subsequently found to be ineligible or disqualified, for any reason whatsoever, with an alternative winner.
- 9. Unless otherwise specified, all Prizes MUST be claimed by 9 June 2025. Prizes not claimed by the stipulated date will be forfeited or donated to a charitable organization of the Promoter's choice. Any Winners whose prize has been forfeited shall not be entitled to any compensation from the Promoter.
- 10. Prizes are subjected to the terms and conditions of the respective sponsors and third-party vendors, if any. The Promoter, and/or Pacific Refreshments Pte. Ltd. and their respective affiliates, subsidiaries and related companies are not liable for the aforementioned terms and conditions and the use of Prizes are not liable for these conditions as well as the use of Prizes.
- 11. The Promoter, Pacific Refreshments Pte. Ltd., and their respective parents, its affiliates, subsidiaries and related companies shall not be liable for warranties, maintenance, taxes or any additional costs of the Prizes. Prizes will be awarded only in Singapore.

### E. VERIFICATION

1. Entries submitted are subject to verification. Any Entry that is incomplete, missing the Proof of Purchase, illegible, mutilated, altered, duplicated, tampered with, not obtained legitimately, contains printing typographical, mechanical or other errors or the printing is unclear is invalid.

#### F. OTHER CONDITIONS:

- 1. All promotional materials, including details on "How to Participate" and "Prizes & Selection of Winners" form part of these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions with any advertising, promotional or publicity materials in relation to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 2. The Promoter, and/or Pacific Refreshments Pte .Ltd. are not and shall not be held responsible for any delay, error or any other problems in the operation of the Promotion (including the process of conducting the Draw) caused by or arising from breakdown, technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of e-mail on account of technical problems and/or traffic congestion on the Internet and/or at any web site or the telecommunication service or a combination thereof, including injury or damage to any participants or to any other person's computer or mobile phone related to and/or resulting from participating or downloading materials in or in connection with the Promotion.
- 3. In no event will the Promoter, Pacific Refreshments Pte. Ltd., and their respective parents, affiliates, subsidiaries and related companies, their respective advertising or promotion agencies or their respective officers, directors, employees, members, shareholders, attorneys, representatives and agents (collectively, "Affiliates"), be responsible or liable for any damages or losses of any kind, including but not limited to direct, indirect, incidental, consequential, special or punitive damages arising out of any of the Participant's acceptance of the Prizes (if selected as winner), and/or use of the Prizes or their participation in the Promotion or their participation in any Prize-related activity. By participating in the Promotion, Participants hereby release and agree to hold harmless the Promoter, Pacific Refreshments Pte. Ltd., and their respective Affiliates from and against any and all rights, demands, claims, causes of action, losses, damages, costs and expenses whatsoever that they may have, or which may arise, whether in whole or in part, and whether directly or indirectly.
- 4. The Promoter, Pacific Refreshments Pte Ltd, and their respective Affiliates make no warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose of any of the Prizes. Without limiting the generality of the foregoing or anything in these Terms and Conditions, the Promoter, Pacific Refreshments Pte Ltd, and their respective Affiliates are not liable for any defect in the Prizes, and the Winner assume all risks and liability in connection with and associated to the redemption and/or use of the Prizes. For the avoidance of doubt, no provision in these Terms and Conditions shall be construed as limiting the liability of any party for death or personal injury caused by such party's negligence or any liability which cannot be excluded under the laws of Singapore.
- 5. Notwithstanding any of the foregoing, the Promoter reserves the right to amend, add, replace, vary and/or modify these Terms and Conditions without giving prior notice. By participating in this Promotion, the Participants are deemed to have accepted these Terms and Conditions and any amendments, additions, replacements, variations and modifications hereto, which shall be final and binding in all respects.
- 6. If any term or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such term or other terms of this Promotion.

- 7. A person who is not a party to any of the agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B), or any amendment thereto, to enforce any term of such agreement.
- 8. This Promotion and the Terms and Conditions shall be construed under and governed by the laws of Singapore. The parties hereby submit to the exclusive jurisdictions of the courts in Singapore.
- 9. The Promoter is Coca-Cola Singapore Beverages Pte Ltd. whose principal place of business is at 100G Pasir Panjang Road #08-01 Interlocal Centre Singapore 118523.
- 10. For the Promoter's Privacy Policy, please visit <a href="https://www.coca-cola.com/sg/en/legal/privacy-policy">https://www.coca-cola.com/sg/en/legal/privacy-policy</a>. By participating in this Promotion you consented to the processing of your personal data as described in the Privacy Policy. If you do not agree to these Terms and Conditions and the Privacy Policy, do not participate in this Promotion.
- 11. For details, refer to in-store posters or call 1-800-860-4000 (Monday Friday, between 9.00 am and 5:30 pm, excluding public holidays). All calls to this number from your mobile phone may be subject to airtime charges by your service provider.
- 12. All Entries (including the Proofs of Purchase) submitted shall be classified as the property of the Promoter and will not be returned.
- 13. The Promoter's decision on all matters relating to the Promotion is final, conclusive, and binding. No correspondence will be entertained.