“10 Years, 10 acts of kindness” Giveaway

MARCH 2026 - NOVEMBER 2026

1. INTRODUCTION.

1.1 The promoter is Nestlé Malta Ltd (C 33045) of Pantar Road Lija, Malta (“**Nestlé**”; “**we**”, “**us**” or “**our**”).

1.2 By participating in this promotional giveaway (the “**Giveaway**”), you, the Participant, agree to be bound by these terms and conditions (the “**Terms**”). These Terms govern the Giveaway and shall prevail in the event of any conflict or inconsistency between them and any communication or other document that relates to the Giveaway, including any advertising or promotional materials.

1.3 Each Participant also acknowledges and understands that their personal data, including anything in their participant information and submission entries, shall be collected and processed by Nestlé, including in accordance with its privacy notice. We process personal data in an appropriate and lawful manner, in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”) and applicable laws of Malta (as they may be amended from time to time).

1.4 We shall be entitled to enforce these Terms against you. Each Participant is advised to retain a copy of these Terms for their information and future reference.

2. THE GIVEAWAY.

2.1 The title of the Giveaway is **“10 Years, 10 acts of kindness” Giveaway**.

2.2 Giveaway Description: Participants are asked to: (1) Like the “NestléCollect” Facebook page (2) Post a photo or video in the comments of the monthly challenge video featuring your act of kindness (relevant to the theme of the month) and (3) In the same comment, include the hashtag #NestleCollectKindness and tag two (2) friends.

2.3 Facebook are not in any way affiliated or involved in the Giveaway.

2.4 The winners will get a selection of Nestlé products, brand and flavour of our choice. A maximum of ten (10) participants may be selected as the Giveaway winners per month. Unawarded prizes will not be carried over to the subsequent months of this Giveaway.

PLASE DO NOT SEND ANY ENTRY SUBMISSIONS TO OUR PHYSICAL ADDRESS.

2.5 Participation in the Giveaway is voluntary.

3. ELIGIBILITY.

3.1 The Giveaway is open to all residents in Malta and Gozo, aged 18 years or over, excluding employees of Nestlé, our affiliated companies and any suppliers or agents who are involved in the organisation, administration or operation of the Giveaway. Immediate family members of such employees, as well as any other person professionally connected with the Giveaway, are also ineligible to participate. Participation by individuals under 18 years of age is strictly prohibited.

3.2 By entering the Giveaway, you confirm to us that you are eligible to do so in accordance with these Terms. We reserve the right to request proof of your eligibility.

3.3 We reserve the right to, in our sole discretion, exclude or disqualify persons from the Giveaway in the event of their non-compliance with these Terms, including where they use manipulative or unauthorised aids to inflate user engagement with their entry submission.

4. GIVEAWAY PERIOD.

4.1 The Giveaway will be open each month, from the 1st day to the last day of the month (the "**Closing Date"** for that month), running from March 2026 to November 2026. During each month, we will only consider entries made before or (at the latest) on that month's Closing Date, and provided they have been submitted in accordance with these Terms. Entries submitted after the Closing Date will not be eligible for participation.

4.2 A maximum of 10 participants may be chosen as the Giveaway winners each month. Those winners will be chosen by Nestlé on the first (1st) Friday of the following month (except on those days which fall on a public holiday).

4.3 The winners will be announced on NestléCollect's Facebook pace on the second (2nd) Friday of the following month. For example, the winners for the month of March 2026 will be announced on 11th April 2026 (as the 2nd Friday of April)(and so forth).

4.4 The final month of the Giveaway is November 2026.

5. ENTRY REQUIREMENTS.

5.1 What do you have to do to participate?

(i) Like the **NestléCollect** Facebook page;
(ii) Post a photo or video in the comments of the monthly challenge video featuring your act of kindness (relevant to the theme of the month); and
(iii) In the same comment, include the hashtag **#NestleCollectKindness** and tag 2 friends.

5.2 Entries that do not fulfill each of the requirements in this section shall not be eligible and shall be automatically disqualified.

5.3 You, the Participant, represent and warrant to us that your entries: (i) do not violate any applicable law, rule or regulation; (ii) comply with the terms of use and any community guidelines of the social media channel or platform through which they are submitted for the Giveaway; and (iii) comply with all other terms, conditions and requirements included in these Terms.

5.4 We assume and accept no responsibility for, and shall not accept or consider any, entries delayed, incomplete or lost, whether due to technical reasons or otherwise.

6. PLACEMENT OF PARTICIPANTS' DETAILS

6.1 For the purposes of conducting the prize draw, the participant's full name and surname will be compiled in an electronically-generated list.

6.2 This list will be used solely to upload participant names into the random selection system in order to generate the ten (10) winners. If any selected participant does not meet the entry requirements, the same list will be used to draw additional names, in sequential order, until ten (10) eligible winners are identified.

6.3 The participant list is not linked to Meta or Facebook and will be used exclusively for the administration and verification of the Giveaway.

7. PRIZE DETAILS.

7.1 The winners will be randomly selected by Nestlé, and the announced winners will be entitled to claim the prize specifically awarded to them. It shall be the winner's prerogative whether to share that prize with any other person who may have participated in the entry submission or this Giveaway. We shall have no responsibility for the winner's decision in that regard.

7.2 The prize shall consist of a selection of Nestlé products of our choice, including brand and flavour.

7.3 Upon announcement, the selected winners must contact NestléCollect's Facebook Page by private message and provide details of their identity card number for verification purposes.

7.4 The winners must collect their prize from the Nestlé Consumer Centre, located at Pantar Road, Lija, LJA 2023, Malta within **10-days** from our announcement. Failure to collect the prize within that timeframe will result in the winner(s) having forfeited any right to claim and receive the prize. We will not remind winners to collect their prize or contact them if they have failed to do so.

7.5 The prize may be collected by the winners personally upon presentation of his/her/their identity card (physically). Alternatively, it may also be collected by a relative/friend on the winner's behalf, but a copy of the winner's identity card (as a physical copy) would need to be presented to us at time of collection.

7.6 The prize is final and is not negotiable, transferable, or exchangeable. Prizes cannot be redeemed with us or any of our affiliates for any other product, service, item or cash.

7.7 We do not accept any responsibility if you are not able to collect or use the prize.

8. WINNER SELECTION.

8.1 All entries will first be evaluated to ensure they meet the eligibility and entry requirements in these Terms.

8.2 The prize draw will be conducted using a random generator system.

8.3 No participant shall be eligible to receive more than one (1) prize during any single calendar month, regardless of the number of entries submitted.

8.4 For such purposes, we will also (in all cases) be entitled to assume that you, the Participant, are the owner of all photos and comments which you upload or post in connection with the Giveaway as well

as the social media profile and account through which you post or upload them. It shall be your obligation to inform us in advance of any winner selection if this is not the case.

8.5 We do not send direct messages to participants requesting payment for claiming prizes. Participants should be aware of fake accounts impersonating Nestlé.

8.6 Our decision will be final, and binding, and we will not enter into any discussions or correspondence regarding it. There shall be no right to challenge or appeal our decision.

9. OWNERSHIP.

9.1 By submitting your entry and any accompanying content or material, you warrant and confirm that:

(i) you are legally responsible for what you post and comment (your "**Content**");

(ii) you are either the author of the Content or have been authorised by its author to submit the Content for the Giveaway;

(iii) the Content is an original work, is not defamatory and does not infringe any third-party rights, including intellectual property rights;

(iv) the Content is not otherwise unlawful;

(v) all individuals appearing in or featured in your Content have consented to their inclusion as identifiable individuals within it as well as the use of the Content for the Giveaway; and

(vi) to the extent your Content includes any individual who has not attained the age of 18, you have obtained the express consent of that individual's parent(s) or, in their absence, another person with parental responsibility or legal authority, permitting the inclusion of that individual in the Content for the purposes of the Giveaway.

9.2 You shall, upon our request, provide evidence of any required consent. Your failure to provide it, when requested, shall result in your disqualification from the Giveaway and, if you have already been announced as a Giveaway winner, then the revocation of that decision.

9.3 You must not submit any Content that:

(i) is in breach of any person's data protection or privacy rights, nor may you give us contact information relating to any other person, or else solicit personal information from any other participant or user. Your privacy is very important to Nestlé. Please remember that any information disclosed in your Content may become public information;

(ii) (a) is inappropriate, unlawful, obscene, defamatory, threatening, bullying, pornographic, harassing, hateful, racially or ethnically offensive or which otherwise depicts risk behaviour; or (b) contains any material, content, information or messages that promote bigotry, racism, hatred, disrespect, or harm against any group or individual or that promote discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; or (c) is in breach of someone's privacy, image rights or intellectual property rights; or (d) is otherwise unlawful or encourages illegal conduct; or (e) could be a threat to any systems (including by using or introducing any spam, virus, Trojan, malicious or harmful software, or other material

which may interrupt, destroy, or limit the functionality of the system). You also must not use any automated means (robots, crawlers, etc.) or do anything to interfere with or disrupt the website or the system or the protection of it and any information contained therein; or

(iii) includes or features any product/s other than any Nestlé product, if desired.

(iv) breaches these Terms.

9.4 You must not use any Nestlé platform or the Giveaway for commercial purposes or for advertising or solicitation of third-party products or services or for petitions, campaigns, or schemes.

9.5 You must not pretend to be someone else.

9.6 You agree to indemnify, defend and hold harmless Nestlé (together with our officers, employees, affiliates, suppliers and licensors) from and against any and all losses, damages, liabilities and costs of whatever kind that arise out of or in connection with any breach on your part of these Terms.

9.7 We do not endorse any views expressed in your Content.

9.8 We reserve the right to disqualify any entries which are in breach of these Terms or if we deem your conduct to be contrary to the spirit and intention of this Giveaway.

9.9 Please contact us at customercare@mt.nestle.com to report any infringement or if you would like to withdraw your participation.

10. PUBLICATION.

10.1 We will publish and make available an announcement that a valid award has taken place. This public announcement will include your name and surname (if you are amongst the winners). If you object to your inclusion in this publication, please contact us at customercare@mt.nestle.com.

11. RIGHT TO USE.

11.1 As a condition of being allowed to participate in this Giveaway, you agree that Nestlé may use your entry submissions for its promotional and marketing purposes. For these purposes, by participating, you grant Nestlé a royalty-free, non-exclusive and worldwide licence to use, reproduce, share, modify and publish your entry submissions, including any modified versions, across Nestlé's marketing channels, including on social media, for the purposes of promoting Nestlé and this Giveaway. You acknowledge and agree that no compensation will be payable to you for such use.

11.2 By submitting your entry, you confirm that you have the necessary rights to do so and to grant Nestlé the right to use it in accordance with clause 10.1 and that any and all other individuals shown in your submissions or involved in their creation have agreed to such use, as outlined above.

12. GENERAL

12.1 Nestlé's decision is final with regard to all promotional matters.

12.2 In the event of unforeseen circumstances beyond our reasonable control, we reserve the right to cancel, terminate, modify or suspend the Giveaway, including its duration and/or the prizes available.

12.3 We shall have no responsibility for any entries which we fail to receive or that are lost, delayed, illegible, corrupted, damaged, incomplete or otherwise invalid. You also accept that your ability to participate may depend on circumstances beyond our control, including actions by third parties, such as social media platforms (including their availability, uptime or downtime, data loss, functions etc).

12.4 We may disqualify or exclude you from the Giveaway if there are reasonable grounds to believe that you have breached these Terms or used fraudulent or unfair means to gain any advantage in the Giveaway. **Nestlé's decision in all such matters will be final and binding.**

12.5 To the fullest extent permitted by law, we (Nestlé), our affiliated companies, agents, and suppliers shall not be liable for any loss, damage, cost or expense of whatever kind suffered or sustained in connection with the Giveaway and/or the acceptance or use of any prize, whether direct or indirect, including (without limitation) any indirect, special, or consequential loss, or loss of revenue, business, or profits, and howsoever arising, including where due to negligence. Provided nothing in these Terms shall exclude or limit our liability to the extent that such liability cannot be excluded by law, in which case our liability shall be limited to the maximum extent permitted by law.

12.6 If any provision of these Terms is found by a competent court or tribunal to be illegal, invalid, or otherwise unenforceable, then that provision shall be severed and deleted from these Terms, and the remaining provisions shall survive and continue in full force and effect.

12.7 We may update or change these Terms from time to time. We will notify participants of any changes in a clear and timely manner (for example, by email or through a notice published on our website or social media pages). Any changes will take effect on the date specified in the notice. The updated Terms will not affect any rights or obligations accrued before the change.

12.8 These Terms, including all documents incorporated by reference in them, shall be governed by and construed in accordance with the laws of Malta.

12.9 Disputes arising from these Terms, or any other aspect of your entry or participation in the Giveaway, shall be resolved by the competent courts of Malta. You may also refer a dispute to the Malta Competition and Consumer Affairs Authority, using the below details:

Complaints and Conciliation Directorate
Malta Competition and Consumer Affairs Authority
Mizzi House, National Road, Blata l-Bajda
Telephone: +356 23952000
Website: https://mccaa.org.mt/Section/Content?contentId=1193

Address for the service of any notices shall be made at:

- Nestlé Malta Ltd, Pantar Road Lija, LJA 2023, Malta.

13. Assistance

13.1 For assistance or clarification, please contact Nestlé Malta by email at customercare@mt.nestle.com or by telephone on Freephone 8007 2209.