Abridged Terms and Conditions – for KITKAT Gaming Promotional Post

18+. No Purchase Necessary. Prize Draw for a chance to win 1 of the following prizes: 1 Fiddle Me Timbers skin / 1 Little Devil Teemo. Max 1 entry / channel 1 win / person. Closes at 23:00 CET (22:00 UTC) on 05.04.21. Participating countries where legal only. Entrant's responsibility to verify if the laws of their country allow.

Full Terms and Conditions

These Terms and Conditions (the Terms and Conditions) prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of the Terms and Conditions and by entering this promotion all participants will be deemed to have accepted and be bound by the Terms and Conditions. Please retain a copy for your information.

The Promoter takes data protection seriously. By entering in this promotion, you confirm that you have read the Privacy Policy and agree to these Terms and Conditions of the promotion. By submitting any information required as part of their participation into the promotion, participants agree to their information being held and processed in accordance with the General Data Protection Regulation (GDPR) or applicable data protection laws.

The Promotion:

1. Open to anyone that sees the promotion and are residents of participating countries where the promotion is legal but excluding employees (and their immediate families) of the Promoter, affiliated companies, agents, or anyone else professionally connected with the promotion.

   The promotion is void where prohibited by local laws. It is the responsibility of the entrant to ensure the legality of entering this promotion under the laws of their country of residence.

   Entrants must be 18 years or over.

2. Internet access required.
3. No purchase necessary; however a valid Twitter account and access to the internet are required. If you do not have a Twitter account, you will need to create one in order to participate. Please see www.twitter.com for more details. All entries will be subject to the Terms of Service for Twitter which are available online at www.twitter.com.

4. The entrant entering the promotion must be the owner of the Twitter account used.

5. Any entries received from private accounts on Twitter will not be entered due to privacy restrictions. To enter from a private account, you must amend your account settings to a public account in order for the

entry to be accepted. The account must remain public during the promotion and for a few days after the end of the promotion to be contacted in the event your entry is a winning entry.

6. Maximum one (1) entry / channel. Maximum one (1) win / person.

Failure to comply with any part of these clauses will disqualify the respective entry from the promotion.

Promotional Period

7. This promotion opens at 18:00 CET (17:00 UTC) on 02/04/2021 and closes at 23:00 CET (22:00 UTC) on 05/04/2021, Any entries received outside of these times and dates will not be included.

To Enter:

8. On Twitter: Follow @KITKATGaming, Like the giveaway tweet, and Quote Retweet the giveaway tweet using the #LECGiveaway in the quote retweet copy.

9. Maximum one entry per channel during the promotional period, therefore a maximum of 1 entry is allowed per person.

10. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the promotion in a way that is not consistent with the spirit of the promotion, that entrant's entries will be disqualified, and any prize award will be void.

11. Moderation: All entries will be strictly monitored by the Promoter. The Promoter and their agents reserve the right to reject any entries for any reason in their sole discretion and the Promoter will reject entries which, in the reasonable opinion of the Promoter:
    a. contains any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand partner;
    b. Includes trademarks, logos, or copyrighted material not owned by the entrant or used without the right holder's prior written permission (including famous names, company names, etc.);
    c. defames, misrepresents, or insults other people or companies, including, but not limited to the Promoter (including its partners);
    d. Promotes any political, blasphemous or religious agenda or any image deemed to incite religious hatred;
    e. is deemed to be distasteful, degrading or will in any way cause offence:
    f. Contains images of third parties who have not expressly consented to feature in promotion;

g. Any Twitter name or profile photograph which contravene the above will be void, and any entries will not count
and

h. Any entry that contains any computer viruses, worms, Trojan horses or other potentially damaging computer programs or files

12. The Promoter and their agents reserve the right, but not the obligation, to monitor and review the content submitted, and to remove or refuse to take forward as an entry any content submitted that

the Promoter does not deem, in its sole discretion, to be appropriate, or which the Promoter deems to violate any of these Terms and Conditions. The Promoter reserves the right to report any content violations to the appropriate authorities.

13. The Promoter does not guarantee that you will have any recourse to edit or delete any content you have submitted. The Promoter has the right to remove or refuse to post any entry for any reason. You acknowledge that you, not the Promoter, are responsible for the Contents of your submission. None of the Content that you submit shall be subject to any obligation of confidence on the part of the Promoter, its agents, subsidiaries, affiliates, or third-party service providers and their respective directors, officers and employees. The person who uploaded the comment is the individual who is entered into the Prize Draw

The Prizes:

14. There are 110 prizes available to be won in total:

110 winners will receive 1 out of 2 following skins (in-game character outfit for League of Legends video game). Skins (55 of each) are:

- Fiddle Me Timbers
- Little Devil Teemo
-

Prize types will be allocated on a first come first serve basis.

- The winners will have to specify in their reply email their preferred choice prize of the relevant character, ie. Fiddle Me Timbers / Little Devil Teemo. Whilst the promoter will do everything possible, it cannot guarantee that winners will get their preferred character choice prize.

15. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the prize for an alternative of equal or greater value.

16. Please allow up to 28 days for delivery of the prize from the date of winner acceptance.

17. The Promoter cannot be held responsible for any third party products or services.

Winner Selection & Notification / fulfilment

18. There will be 110 winners selected at random by an independently audited computer programme from all valid entries received from the total universe of entries across Twitter by the closing date. Winners are selected truly at random.
19. There is a maximum of one (1) win per person.
20. The Winners will be contacted via a message under their original entry on Twitter within 3 standard working days of the closing date informing the winner to direct message the Promoter and then they contacted and will be required to respond via a secure claim URL to confirm eligibility, give certain information, including their preferred choice of character plus acceptance of the prize within 3 days of initial contact. Inaccurate information may result in the prize being forfeited. In the event any winner does not respond to communications within the 3 days of initial contact, the Promoter reserves the right to forfeit and withhold the prize from this potential winner and allocate that prize to an alternative winner selected next in line as a reserve at the same time as the original.

21. On completion of the validation process, the prize will be sent by via email with a redeemable voucher code within 10 days of verification to the

confirmed winner.

The Promoter is not responsible for any taxes, customs charges or other costs required for or related to receiving the prize.

The Promoter will further not compensate any prize that cannot be redeemed or received by a winner due to customs or other local regulations or that is damaged, delayed or lost.

Winners are responsible for declaring and paying any applicable taxes and charges that may apply on the value of a prize awarded in the winner's jurisdiction.

GENERAL

22. Anyone, who in the Promoter's absolute discretion, is acting in a manner that undermines the operation and integrity of the promotion or in any way which gives an unfair advantage will be disqualified and any persons seeking to use such information gained will be disqualified.
23. Limitations of liability: insofar as permitted by law, the Promoter does not assume any responsibility for:
    a) Any faulty, incorrect, failed or erroneous electronic data transmissions;
    b) Communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computer or provider utilised in any aspect of this promotion;
    c) entries lost, damaged or delayed. Proof of sending will not be accepted as proof of receipt
    d) Inaccessibility or unavailability of the internet or any website/social media site or any combination thereof.

24. If for any reason the promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to

cancel, terminate, modify or suspend the promotion or invalidate any affected entries but will endeavour to minimize the effect to entrants in order to avoid undue disappointment.

25. 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, such as a change to a venue or an alteration or cancellation of an event, the Promoter will not be liable for any failure to perform or delay in performing its obligation.
26. By entering the promotion the entrant agrees that the Promoter may contact them to ask whether they want to participate in publicity relating to the promotion.
27. 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. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
28. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter. The entrant accepts/understands that you are providing your information to the Promoter, and that Facebook and Twitter have no liability for any element of this promotion.
29. By entering this promotion, all participants will be deemed to have accepted and be bound by these Terms and Conditions.
30. Subject to the Promoter's Privacy Policy, the winners' surnames will be made available on request from 02/04/2021 for a minimum of three months, by sending an email titled 'KitKat® League of Legends social media promotion' to: consumer.services@uk.nestle.com. If any winner objects to their information being published, then they can contact the Promoter by emailing consumer.services@uk.nestle.com.
31. The Promoter shall have sole and final determination as to which entries are genuine and therefore eligible to take part in this promotion. The Promoter's decision is final and no correspondence will be entered into.
32. If any provisions of these Terms & Conditions are judged to be invalid, illegal or otherwise unenforceable, then its shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
33. Participating countries where legal only. Entrant's responsibility to verify if the laws of their country allow.

These Terms & Conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be submitted to the exclusive jurisdiction of the English and Welsh courts.

34. **Data Protection:** The Promoter will only use the personal details supplied for the administration of the promotion and the auditing of the entries where necessary and for no other purpose, unless we have your consent/you have opted-in to receive future marketing communications. The surname and country of the verified winners will be made available as set out in Clause 29 above and the winner can object to this by emailing consumer.services@uk.nestle.com. Otherwise, your personal details will at all times be kept confidential and in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 as applicable. To see the Promoter's Privacy Policy visit: www.nestle.co.uk/privacypolicy. You can request access to your personal data, have any inaccuracies rectified or request deletion of personal data by sending an email to

consumer.services@uk.nestle.com. By participating in the promotion, you agree to the use of your personal data as described here. You can withdraw your consent at any time. For the purpose of the promotion, requests to delete personal data can only be actioned after the promotion has concluded.

Promoter:

Société des Produits Nestlé S.A. a company incorporated and existing under the laws of Switzerland, having its offices at Avenue Nestlé 55, CH-1800 Vevey, Switzerland, with the commercial register number CHE109.815.753.