

THE NESTLÉ GERBER® PHOTO SEARCH 2017

TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO PARTICIPATE IN OR WIN THE GERBER PHOTO SEARCH 2017 ("SEARCH").

Entry constitutes your acceptance of these Terms and Conditions.

1. PARTICIPATION DATES & PROMOTION STRUCTURE

Search begins June 1, 2017 at 12:00 AM Singapore Time ("SGT") and ends June 30, 2017 at 11:59 PM SGT ("Submission Period"). The Submission Period will be followed by a 36 day voting period starting at 12:00 AM SGT on July 6, 2017 and ending at 11:59 PM SGT on August 10, 2017 ("Voting Period"). Six (6) milestone winners and one (1) grand prize winner will be selected at the end of the Search from among all eligible Submissions (as defined below) received during the Submission Period.

2. WHO MAY PARTICIPATE

Search is open only to legal residents (Singaporeans and Singapore Permanent Residents) of Singapore who are of legal age (and at least 18) and are parents of a child (or children) who is (are) between six (6) months old and twenty-four (24) months old on the date of entry. Children of participants must not be represented by an agent or manager and must not be subject to any guild, union or other organization or agreement that would restrict or prohibit participation in this Search. All employees and the immediate families of employees (spouse, parent, child, sibling and their respective spouses, regardless of where they reside or those living in the same households, whether or not related) of Nestlé Singapore (Pte) Ltd ("Nestlé Singapore"), as well as affiliated agency partners including brand ambassadors, subsidiaries, prize supplier(s), distributors and advertising and promotion agencies (collectively, "Promotional Parties") are not eligible to enter or win. Void where prohibited by law. Search is subject to all applicable Singapore laws.

3. HOW TO PARTICIPATE

Entry into the Search is free. There are two (2) ways to participate:

Before entering the Search, participants must first register their entries. Visit www.gerber.com.sg (the "Website") and follow the links and instructions to register. Then proceed to enter the Search as outlined below:

- (1) **Online:** During the Submission Period, visit the Website, and follow the instructions provided to upload and submit your child's photo.
- (2) **Via Mobile:** During the Submission Period, visit the Website from your mobile device and follow the instructions provided to upload and submit your child's photos. Mobile devices supported for this program include: IOS* and Android* devices. Data rates may apply. You will be charged according to your mobile device service provider's rate plans. Please consult your mobile device service provider regarding rate plans. Entry into the Search is free.

Follow the instructions to upload minimum one (1) photo of your child and up to a maximum of three (3) photos. Entering more photos does not warrant a higher chance of winning. Submit all required information on the registration form (the registration form and photo shall hereinafter collectively be referred to as the "Submission"). All Submissions must be made before the end of the Submission Period. Once a Submission is made, you will not be permitted to change that Submission. An email notification will be sent to you within three (3) working days for approved Submission. However, if any Submission is invalid, participant will receive an email advising that his/her invalid submission was disqualified and he/she may attempt to enter again if time permits.

By uploading a Submission, you consent to receiving emails from Nestlé Singapore and/or its licensees and assignees relating solely to the Photo Search.

Limit to one (1) valid Submission per child. Submissions for multiple siblings can be done via a separate entry, all within the qualified age. Any attempt to make more than the stated number of Submissions by using multiple email addresses or by any other method may void all Submissions from that participant. A child can only be the subject of one (1) Submission. Subsequent Submissions received for any child after the first valid Submission received for that child will be void. Incomplete Submissions, including but not limited to those Submissions that do not address the requirements set forth in these Terms and Conditions, will not be eligible for voting or judging. Proof of sending does not constitute proof of actual receipt by Nestlé Singapore for purposes of these Terms and Conditions. Submissions or votes generated by script, macro or other automated or improper means and Submissions or votes made by any means which subvert the participation process will be void in Nestlé Singapore's sole discretion.

4. SUBMISSION REQUIREMENTS

Participant acknowledges and agrees that professional photographs (ie, photographs taken by a photographer who was paid to take such photographs) are not eligible for this Photo Search and that they are the sole copyright owner of the Submission. Photo collages (ie, 2 or more photos made into one photo) are not eligible for this Photo Search. In addition, Submissions may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. By uploading a Submission, participant warrants and represents that he/she is the parent or legal guardian of the child featured in the photo, has all necessary copyrights to submit, owns the submitted photos and consents to the submission of such photos.

To be considered, all photos must have been taken within the thirty (30) days prior to date of Submission. If requested by Nestlé Singapore, the participant must be able to provide proof in a form acceptable to Nestlé Singapore that he/she is the parent or legal guardian of the child featured in the photo. All photos must be in either .jpg, .png, or .bmp format. Maximum photo size of 3 MB.

All Submissions are subject to approval by the Nestlé Singapore, which reserves the right not to post or, after posting, to remove, a Submission for any reason.

Submission may not contain, as determined by the Nestlé Singapore, in its sole discretion, any content that:

- includes any individual other than the participant's child;
- includes any child who is not dressed according to these rules: all children, regardless of age, must be clothed or wearing a diaper on their bottom. No naked children or children in bath tubs will be eligible or accepted;
- appears to duplicate any other Submission; if multiples of the same image are submitted only one will be considered, others will not be eligible or accepted;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains a watermark from a photographer, or is labeled as a sample/proof;
- is inappropriate, offensive, or obscene;
- communicates messages or images inconsistent with the positive images and/or good will to which Nestlé Singapore wishes to associate; and/or
- violates any law.

Nestlé Singapore reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion, including its determination in its sole discretion that a Submission fails to satisfy any of the above requirements.

5. LICENSE TO USE SUBMISSIONS

By uploading a Submission, each participant grants, and represents and warrants that the participant has the rights and authority necessary to grant Nestlé Singapore an irrevocable, perpetual, non-exclusive, fully paid-up, sub-licensable license and right to reproduce, transmit, display, comment on, edit, modify, alter, exploit, create derivative works based upon, combine with other works (and all copyrights therein and thereto and all renewals and extensions thereof), and otherwise distribute the Submission and all elements of the Submission, including without limitation, the photo and the likeness of any locations, city, state, and/or persons embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission, notification, attribution, or restriction from participant or any third party (which includes the right to allow voters to share participants' Submissions on Facebook). You further represent and warrant that you did not work with parties in conjunction with your Submission who are (i) represented under contract (e.g. by a talent agency or manager) that would limit or impair Nestlé Singapore's ability to display Submission in any media form; (ii) subject to an acting or modeling contract that would make /their appearance in the Submission a violation of any third-party rights; or (iii) under any other contractual relationship, including but not limited to guild and/or union memberships that may prevent Nestlé Singapore from being able to use the Submission as set forth herein.

6. AWARD RECIPIENT DETERMINATION

(A) **Milestone Award Recipient Determination:** An eligible Submission will be automatically assigned into a milestone category (ie. 6 – 12 months, 13 – 18 months, 19 – 24 months) based on the child's date of birth at the time of entry. Eligible Submissions made during the Submission Period will be displayed as voting-eligible photos on the Website during the Voting Period. During the Voting Period, individuals will be invited to visit the Website and follow the instructions provided to vote for their favorite Submission. Limit to one (1) vote per photo per day. Votes received from any person in excess of the stated limitations during the Voting Period will be void. Participants are prohibited from obtaining votes by any fraudulent or inappropriate means as determined by Nestlé Singapore in its sole discretion, including, without limitation, offering prizes or other inducements to any person, creating or using multiple accounts for the primary purpose of circumventing voting rules, or directly or indirectly using automated or improper means to submit votes or create accounts. Submissions may be disqualified if they are found to have benefited from votes submitted in violation of these Terms and Conditions. Nestlé Singapore reserves the right to validate all votes received through any means determined by Nestlé Singapore in its sole discretion. Subject to verification of eligibility and compliance with these Terms and Conditions, and execution of a Declaration (as defined below), the two (2) participants that receive the highest number of valid votes in each milestone category (ie. 6 – 12 months, 13 – 18 months, 19 – 24 months) during the Voting Period, as determined by Nestlé Singapore, will be deemed the "Milestone Award recipient". There will be a total of six (6) winners. In the event of a tie, a "tie-breaking" judge will determine the Milestone Award recipient based on the Judging Criteria (as defined below). In cases where more than one photo is submitted for the same child in one entry, the votes will not be combined. Nestlé Singapore reserves the right not to select a Milestone Award recipient, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions during the Submission Period. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

(B) **Grand Award Recipient Determination:** All eligible Submissions received during the Submission Period will be judged by a panel of judges, which may include Nestlé Singapore's marketing staff and those of its advertising agencies, to determine the top scoring Submission based on the following criteria: (1) visual appeal and quality of the photo; (2) expressiveness of child in photo; and (3) consistency with Gerber's heritage (collectively, the "Judging Criteria"). The Submission that best meets the Judging Criteria, as determined by the judges in their sole discretion, will be deemed the "Grand Award recipient", subject to verification of eligibility, compliance with these Terms and Conditions, and execution of an Affidavit/Release (as defined below).

Nestlé Singapore reserves the right not to select a Grand Award recipient if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Limit to one (1) winner. A Grand Award recipient cannot receive a Milestone Award.

Judges' and Nestlé Singapore's decisions are final and binding on all matters.

7. AWARD RECIPIENT NOTIFICATION

Potential Milestone Award recipients will be notified via phone, mail or email following the completion of the Search. The potential Grand Award recipient will be notified via phone, mail or email on or about September 8, 2017. Prior to being confirmed as an Award recipient or receiving any prize, participants whose Submissions are selected as potential Award recipients will be required to provide proof of identity, verification of eligibility and compliance with these Terms and Conditions, and will also be required to execute and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") as well as any other documents required by Nestlé Singapore, all of which must be completed and/or received fully-executed within 7 days of date notice or attempted notice is sent or such potential Award recipient may be disqualified, any prize forfeited, and an alternate potential Award recipient may be selected. Participants agree that, if they are selected as a potential Award recipient, Nestlé Singapore may conduct a background check, and participants agree to execute all documents necessary for Nestlé Singapore to obtain such background check. Factors that would result in disqualification as a potential Award recipient include, without limitation, having been charged with or convicted of a felony or misdemeanor, being delinquent on a government ordered payment, such as child support, spousal support, alimony, tax payments, etc. In the event it is determined that: (a) any participant has not complied with these Terms and Conditions, (b) Nestlé Singapore is unable to contact a potential Award recipient within a reasonable time period, (c) potential Award recipient has failed to execute and return any required documents within the specified time period or has made false statements in connection with his/her participation in the Search, or (d) an Award notification is returned as undeliverable, then such potential Award recipient and his/her Submission may be disqualified and the participant may be required to promptly return to Nestlé Singapore his/her Award (or equivalent value). If potential Award recipient is disqualified for any reason, at Nestlé Singapore's discretion, a runner-up Award Recipient may be selected for the (i) Milestone Category or (ii) the Grand Award, at Nestlé Singapore's and judges' sole discretion.

SIX (6) MILESTONE AWARDS: Each Milestone Award recipient will receive (i) a \$500 award provided in the form of a cheque which can (but is not required to) be used toward Milestone Award recipient's child's education; and (ii) \$100 worth of GERBER products from Nestlé Singapore.

ONE (1) GRAND AWARD: The Grand Award recipient will receive (i) a \$8,000 award provided in the form of a cheque which can (but is not required to) be used toward Grand Award recipient's child's education; (ii) the opportunity for the Grand Award recipient's child who was featured in the submission to appear in Gerber brand advertisements for one (1) year (to be determined by Nestlé Singapore in its sole discretion), including travel expenses to any related photo shoot for child and two parents or legal guardians; and (iii) \$300 worth of GERBER Products from Nestlé Singapore. Appearance in the Gerber advertisement may be subject to additional agreements and other documents specified by Nestlé Singapore, and Grand Award recipient will be required to execute such documents. Exact nature of advertisements will be determined by Nestlé Singapore or its licensees or assignees in their sole discretion. Nestlé Singapore does not guarantee the opportunity for the Grand Award recipient's child to appear in a Gerber ad. In the event Nestlé Singapore is unable to include the Grand Award recipient's child in any Gerber advertisement for any reason, no compensation or substitution will be provided in lieu thereof; however, the remainder of Award will be provided.

8. GENERAL AWARD CONDITIONS (FOR ALL AWARDS)

For all award categories, supporting documents must be provided to proof that the bank account number for cheque issuance is the Child Development Account (CDA) of the participating child in the Submission. Award recipients are responsible for all local taxes and any other costs and expenses associated with Award acceptance and use not specified herein as being provided. Award recipients may not transfer, substitute or redeem any non-cash Award for cash, but Nestlé Singapore reserves the right at its sole discretion, to substitute an Award (or portion thereof) with one of comparable or greater value. All Award details are at Nestlé Singapore's sole discretion. Limit: one (1) winner per household/family.

Nestlé Singapore may, without notice and at any time, substitute any prize with a prize of similar value, as determined by Nestlé Singapore. Prizes won are given out on an "as it is" basis. To the extent not prohibited by law, all warranties and representations in connection with the prizes are expressly excluded.

9. GENERAL CONDITIONS

Award acceptance constitutes permission (except where prohibited by law) to use the names of Award recipients and their child(ren), Submissions, likenesses, performances, Awards won, photographs, statements and biographical information (all at Nestlé Singapore's discretion) for future advertising, publicity and other purposes in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission. Promotional Parties, and their respective officers, directors, agents, representatives and employees (collectively, "Released Parties") are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete, delayed or undelivered Submissions; all of which will be void. Released Parties are also not responsible for problems uploading or downloading any Search-related information or materials from the Website or for any other technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Submission to be received by Nestlé Singapore on account of technical problems, traffic, congestion on the internet or the Website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit participant's ability to participate in this Search. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Search, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Search, the processing or judging of Submissions, the tabulating of votes, the incorrect uploading of photos, the announcement of Awards or in any Search-related materials. Nestlé Singapore reserves the right to modify, suspend or terminate the Search for any reason, including in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Search in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity of, or proper participation in the Search and, if terminated, at Nestlé Singapore's discretion, (i) determine the Award recipient for each Milestone Category using all non-suspect, valid votes received up to time of cancellation; and/or (ii) to determine the Grand Award recipient using all non-suspect, eligible Submissions received up to time of cancellation using the judging procedure outlined above. In the event of a dispute regarding Submissions received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of Submission will be deemed to be the participant and must comply with these Terms and Conditions. Authorized subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning e-mail addresses. Nestlé Singapore reserves the right at its sole discretion to disqualify any individual it finds or suspects to be tampering with the Submission or voting process or the operation of this Search or any website (including the Website), including any act that is intended to or has the effect of annoying, abusing, threatening, harassing, or disparaging any other participant, Nestlé Singapore or any of its representatives or to otherwise be acting in violation of these Terms and Conditions and void all associated Submissions. CAUTION: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Search is a violation of laws. Should such an attempt be made, the Nestlé Singapore reserves the right to seek any and all remedies from any such participant to the fullest extent permitted by law and to disqualify such participant from the Search.

By making a Submission, participant acknowledges and agrees that Nestlé Singapore may obtain many Submissions under this Search and that such Submissions may be similar or identical in theme, idea, format or other respects to others submitted under this Search, developed by Nestlé Singapore or the Promotional Parties and/or other ideas or submissions received in other promotions staged and/or sponsored by Nestlé Singapore, and participant hereby waives any and all claims participant may have had, may have, and/or may have in the future, that any similar Submission or other works accepted, reviewed and/or used by Nestlé Singapore (or their respective designees) may be similar to participant's Submission. Participant acknowledges and agrees that Nestlé Singapore does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to participant's Submission.

10. MISCELLANEOUS CONDITIONS

By participating in the Search, participants (i) agree to be bound by these Terms and Conditions, including all eligibility requirements, and (ii) agree to be bound by the decisions of Nestlé Singapore and judges, which are final and binding in all matters relating to the Search. Failure to comply with these Terms and Conditions may result in disqualification from the Search. Nestlé Singapore reserves the right to permanently disqualify any person it believes has directly, indirectly, or in concert with any other person, violated these Terms and Conditions, and to void all associated Submissions. By uploading a Submission, each participant further represents and warrants that they are the parent or legal guardian of the child who is pictured in the Submission and have all permissions to feature the child in the Submission, and agree that they will provide any documentation reasonably requested by Nestlé Singapore to establish such status or authority.

11. RELEASES

By entering the Search, participants for themselves and any child of theirs whose photograph or other information are used in connection with the Search agree to release and hold harmless the Released Parties from all claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Search, or acceptance or use of any Award, the administration of the Search, the operation of any website (including the Website) or Released Parties' use of any of the rights granted herein (including any claims arising out of the use of third party content). Released Parties assume no responsibility for the conduct of any participant or person or the responses of anyone appearing in any Submission.

12. DATA PROTECTION

Nestlé Singapore and its affiliates, service providers and commercial partners may use all contact information and personal data provided by each participant to conduct verification and other actions in connection with the Search (including but not limited to those actions stated in these Terms and Conditions). In addition, the above-mentioned parties may also use the personal data for any promotional, advertising (including targeted advertising) or marketing activities which Nestlé Singapore believes may be of interest to the participant. This includes sending out marketing, advertising (including targeted advertising), communication and promotional materials to the participants relating to any products manufactured, marketed or sold by Nestlé Singapore and its affiliates, service providers and commercial partners.

Any information, personal data and material about or obtained from the participant may be accessed, stored or otherwise processed in any medium or format determined by Nestlé Singapore, and may be transmitted across national borders for storage and/or processing.

If a participant requires access to his/her personal data or any amendment or correction to be made, or wishes to withdraw consent to any specific use of his/her personal data, he/she should email the relevant Nestlé officer at privacy@SG.nestle.com. To find out more about how Nestlé Singapore uses a participant's personal data, the participant can refer to Nestlé Singapore's Privacy Policy online at <http://www.nestle.com.sg/info/privacypolicy>.

13. DISPUTES AND CHOICE OF LAW

Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Search or any Award provided shall be resolved individually, without resort to any form of class action, and exclusively by the Singapore Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Search, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have

damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participant and Nestlé Singapore in connection with the Search, shall be governed by, and construed in accordance with, the laws of Singapore.

14. OTHERS

*Education Grant will be given in the form of a cheque which can (but is not required to) be used toward the recipient's child's education. Supporting documents must be provided to proof that the bank account number for cheque issuance is the Child Development Account (CDA) of the participating child in the Submission.

**Terms and Conditions (T&Cs): Nestlé Singapore (Pte) Ltd (“Nestlé”) has the right to amend these T&Cs, and to substitute any redemption items at its sole discretion. Nestlé’s decisions on all matters are final. Singapore laws govern. By completing or submitting this form, you agree that Nestlé and its affiliates (“we”, or “our”) may collect, use and disclose your personal data to provide you with products and services, consumer research, promotional and marketing purposes, to verify if you qualify for the NESTLÉ Baby Club, and to provide you with benefits of the NESTLÉ Baby Club. We may share your personal data between ourselves or with third parties to support our administrative and business functions or to carry out cross promotion. In some cases, this may involve transferring your personal data out of Singapore. Third parties receiving your personal data will be required to protect your personal data. For questions about your personal data, please visit <http://www.nestle.com.sg/info/privacypolicy>. To withdraw your consent, please visit the “Unsubscribe” tab on www.nestle.com.sg or contact us at privacy@SG.nestle.com.

*Nestlé Baby Club is suitable for Singaporean and PR babies only.

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