

## **MILO® “TEXT AND WIN” PROMOTION (“THE PROMOTION”).**

### **TERMS AND CONDITIONS GOVERNING ENTRY AND PARTICIPATION**

The following terms and conditions apply exclusively to the above captioned Promotion. By participating in the Promotion, all participants are deemed to have read, understood and have unconditionally accepted the terms and conditions completely as herein provided below:

1. The Promotion is organized by Nestlé Nigeria Plc, and it is managed and executed by Intelligent Innovations LTD (hereinafter jointly referred to as “the **Organizers**”).
2. The Promotion will run from 1<sup>st</sup> of June 2026 and ends on 31<sup>st</sup> of August 2026 between Monday to Sunday every week within the stated period (“**Promotion period**”) across all sales outlets.
3. The Organizers reserve the right to extend the Promotion period as it deems necessary or cancel, discontinue, or suspend the Promotion with notice to the public.
4. By participating in the Promotion, all participants agree to be bound by these terms and conditions, which are subject to the exclusive interpretation of the Organizers, whose decision regarding any dispute shall be final and binding. The Organizers reserve the right to amend, modify or change these terms and conditions at any time during the Promotion with or without notice to the participants.
5. Any alteration to the terms and conditions and or any development relating to the Promotion shall be deemed to have been sufficiently communicated to the participant by the Organizers by publishing such notice on platforms deemed appropriate at the sole discretion of the Organizers. Participants acknowledge that they have read, understood, accepted and will fully comply with these terms and conditions and any amendments made thereto.
6. Entry is open to residents and citizens of the Federal Republic of Nigeria.
7. Only individuals of the age 18 and above are eligible to participate in the Promotion.
8. Employees and immediate family members of employees of Nestlé Nigeria Plc, distributors and direct wholesalers of Nestlé Nigeria Plc, Intelligent Innovations Ltd and all other suppliers and third parties directly involved with the facilitation of the Promotion will not be eligible to participate in the Promotion.

9. Each participant can make entry and participate in the Promotion without any limit to the number of times, provided that such entries are made during the Promotion period and the participants do not use unauthorized tools/materials for participation.
10. Prize(s) won shall not be transferable in any manner whatsoever.
11. To participate in the Promotion, participants will be required to do the following:
  - a. Purchase any of the promotion pack of MILO® 20gram sachet from any retail outlet across Nigeria.
  - b. Open the sachet to reveal a unique set of numeric characters (the “Unique Code”) imprinted inside.
  - c. Dial \*8011\*4# and follow the prompt or scan the QR code to stand a chance to win cash prizes.
  - d. A cost will be charged for texting the unique code to the redemption number which will be charged by the Telecommunication network company (MTN, 9Mobile, Airtel and Glo) used by Participant at the sum of ₦6 (six naira) which shall be paid by each participant per entry to the Telecommunication network company.
  - e. There will be 6 draw events in total during the promotion period: 5 bi-monthly draw events across 12 weeks and 1 final grand draw event in the last week. Each draw event will include multiple rounds for the various prize categories.
12. The Prizes to be won in this Promotion include ₦ 1,000 airtime ₦ 2,000 airtime, cash prizes ranging from ₦250,000 to ₦1,000,000 and Cars.
13. The prizes to be won are limited solely to those herein stated. The Organizers shall not offer any other prize and no compensation or gift shall be given to any participant in any manner and for any reason whatsoever.
14. Entries that are incomplete, illegible or indecipherable will not be valid and will be deemed void. All decisions on entries are at the sole discretion of the Organizers and are final. No liability will be accepted by the Organizers for any lost, damaged, misdirected, incorrect or late participation, or for any technical difficulties that may affect the final result of the Promotion.
15. The Prize winners hereby irrevocably agree and give consent to take part in publicity events such as press conferences, radio, and television interviews, and commercials, delivering live or recorded written, spoken/audio/visual/video testimonials amongst other social engagements as and when called upon by the Organizers. Names and images of prize winners MAY be published in newspapers, on social media platforms (Facebook,

Instagram, Twitter, etc.), or on other digital platforms which will be kept in perpetuity. Prize winners MAY also post their prizes on their social media handles/pages and tag the official page of MILO®.

16. The prizes to be won are not transferable to another individual and no other alternative(s) will be offered, otherwise explicitly stated by the Organizers in writing. The Organizers do not guarantee the appropriateness or suitability or fitness of any prize, in particular not in relation to a participant's personal sensitivities including but not limited to medical, religion or age.
17. The winners shall bear all and any costs, taxes, duties, contributions and similar expenses that may arise in connection with the prize(s) won.
18. Participants may be prompted to provide the Organizers with certain personal information/data that will be used for reconciliation purposes. Such information may include, but is not limited to participant's name, account details, telephone number, social media handles/page, likeness, image, and/or voice (including photograph, film, and/or recording of the same in any media) etc. ("Personal Information"). By providing such Personal Information, each Participant hereby consents to the processing of their Personal Data by the Organizers for an unlimited period of time as may be required through any media of release (mass media, digital media etc). The Organizers commit to processing the Personal Information of participants in accordance with the provisions of the Nigerian Data Protection Act("NDPA") 2023. However, the Organizers will not be liable for any unauthorized use, reproduction, adaptations and publications of Personal Information of participants by third parties.
19. By participation in this Promotion, each Participant releases and indemnifies the Organizers (including their officers, employees and subcontractors) from and against all actions, liabilities, penalties, claims or demands the Participant or any other person may have against the Organizers or that the Organizers may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of participation in the Promotion or winning or failing to win a prize, to the fullest extent permissible by law.
20. Participation of participants during this Promotion shall be at their own risk. The Organizers (including their directors, officers, employees, agents, sponsors, representatives, etc.) shall not be held liable to any participant in respect of any loss or damage whatsoever which they may have suffered (including without limitation to direct or indirect/consequential loss) or for personal injury suffered or sustained by the participants arising out of or in connection with the participation by the participant in the Promotion or the redemption and/or utilization of any Prize won.

21. By participating in the Promotion, each prize winner agrees to the use of his name, photograph, drawings, text, video footage, disclosure of the state of residence and other relevant biodata or any other content of information submitted for purposes of the promotion, to regulators and in the media for advertising, publicity and promotions of any goods or services of the Organizers. Each participant hereby irrevocably consents to the Organizers jointly and severally using any photographs or video footage of the participants in any lawful medium and any in perpetuity and without any price/compensation to the participant.
22. Prizes are offered on the presumption that participants who win are available to receive them; Prizes may be forfeited where a participant who wins does not meet the relevant requirement. The Organizers reserve the right at their sole discretion to refuse a participant his or her Prize won upon the said participant's involvement in any of the following incidents: actual or suspected fraud concerning the Promotion; any attempt to disrupt, tamper with or unfairly influence the Promotion or its operational mechanism; breach of any of the terms and conditions herein stated; and/or any other misconduct or unacceptable act as may be determined by the Organizers.
23. In the event of disqualification, the affected Participant shall forfeit any prize they may have won. In addition, the Organizers reserve the right to take appropriate legal action against the said Participant.
24. All winners will retain their status for 60 days during which reasonable efforts will be made to contact the winner(s) where applicable. After the period elapses, the Organizers will recourse to the commission.
25. Failure to claim any prize within 60 days of notification by Organizers or failure to meet the eligibility requirements will result in forfeiture of the prize.
26. These Terms and Conditions shall be governed by and construed in accordance with the laws of Nigeria.
27. If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable, the other provisions of these Terms and conditions and the remainder of the affected provisions shall continue to be valid.
28. TAKE NOTICE that the Organizers do not require any participant to send, give and or offer cash, airtime or any consideration in any manner to any person whatsoever to participate and or qualify for any prize before, during and/or after the Promotion. The Organizers shall not be held liable for acts of such fraudsters.

29. The Organizers shall not be responsible for any loss or damage incurred by any person in relation to this Promotion in any manner whatsoever