

## **Terms & Conditions**

The Promoter takes data protection seriously. By entering this promotion, you confirm that you have read the Privacy Policy and agree to these Terms and Conditions. By submitting any information required as part of participation, entrants agree to their information being held and processed in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. You can withdraw your consent at any time.

**Promoter: Nestlé UK Ltd, Nestlé Confectionery (UK), York, YO31 8TA.**

PLEASE DO NOT SEND ENTRIES TO THIS ADDRESS.

## **Eligibility**

1. The promotion is open to residents of the United Kingdom (England, Scotland, Wales and Northern Ireland) aged 18+ only and excludes employees and the immediate families of Nestlé UK Ltd ("the Promoter"), its affiliated companies, agents or anyone else professionally connected to the promotion.
2. Internet access required.
3. No purchase necessary.
4. Maximum 1 entry per person during the entire Promotional Period (6.08.26 – 20.08.26). Maximum 1 prize per person.
5. The Promoter reserves the right at its sole discretion to disqualify any entrant found to be tampering with the entry process, acting in violation of these Terms and Conditions, or acting in a disruptive or fraudulent manner.
6. Entries (bulk or otherwise) made from trade, consumer groups, agents, third parties or syndicates will not be accepted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of programmes, applications, scripts, alias accounts, brute force or any other automated means, that person's entries will be disqualified and any prize/s awarded will be void.
7. Anyone attempting to circumvent the rules by using alternative or false details will be disqualified.
8. The entry must be made directly by the person entering the promotion. Only genuine valid entries will be considered.

## **Promotional Period**

8. The promotion runs from 00:00 on 6.08.26 to 23:59 on 20.08.26 ("Promotional Period"). All valid entries received during this period will be entered into the prize draw.
9. Entries received outside of the Promotional Period will not be valid.

## **Entry Requirements**

10. To enter the promotion:

- i. visit <https://cloud.emails.nestle.co.uk/nkkf1lp0> and enter your mobile number, postcode & confirm that you are over 18.
- ii. Entrants will receive confirmation of entry into the prize draw on screen.

11. Entrants are responsible for ensuring the correct details are submitted.

12. The Promoter reserves the right to monitor entries and disqualify any content deemed inappropriate, offensive, or in breach of these Terms and Conditions.

13. All entries are subject to verification.

14. Proof of sending will not be accepted as proof of delivery. The Promoter accepts no responsibility for entries delayed, lost, or misdirected due to technical issues.

#### **Prize Details**

15. There are 40 x KitKat® and F1® co-branded merchandise prize bundles available.

Each bundle will include:

- 1 x KitKat® and F1® co-branded drawstring bag. (45 cm (H) x 35 cm (L), 210D polyester with water-resistant finish)
- 1 x KitKat® and F1® co-branded cap.
- 1 x KitKat® and F1® co-branded notebook.( 14.8 cm x 21 cm)
- A selection of KitKat® product.
- The co-branded cap provided as part of this promotion is standardised as size medium and cannot be exchanged, substituted, or redeemed for cash.
- Winners and guests must be aged 18+.

Winners will have 14 calendar days to claim the prize. The prize is non-transferable, non-refundable and non-exchangeable. No cash alternative is available in whole or part unless circumstances outside the Promoter's control make it necessary to substitute the prize for a prize of equal or greater value.

16. The Promoter reserves the right to verify potential winners and all entrants and withhold or reallocate any prize where a participant is found to have breached the terms and conditions or failed to provide adequate proof of eligibility or purchase.

#### **Winner Selection & Notification**

17. All valid entries received during the Promotional Period will be entered into the prize draw.

18. A total of 40 winners and a suitable number of reserves will be drawn by 27.08.26 and winners will be contacted within 1 working day of the draw taking place via email to the email address they used when entering. Winner will receive an email from the Promoter, taking them to a secure form, where they will be asked to provide information including:

their name, full postal address,, confirmation that they are over 18, to assist with verification and fulfilling the claim. Verification of the win against the Terms and Conditions will occur prior to awarding the prize. If any winner rejects the prize, fails to pass verification or to claim their prize within 14 calendar days from first contact, the Promoter reserves the right to forfeit the prize from this winner and contact reserve winners drawn next in line in the original draw to fulfil any prizes not claimed in this manner.

19. Inaccurate information may result in the prize being forfeited. Please retain winning communication until any prize has been verified. Entrants are encouraged to monitor their connections during this time in case they are a winner including checking their Spam and Junk folders.
20. The Promoter will make reasonable efforts to contact the winners (2 attempts). If a winner has not responded to notifications within 14 calendar days of initial contact attempt, or if the selected winner is ineligible, rejects their prize or is otherwise in breach of these Terms and Conditions, or unable to take up the prize for any other reason. The Promoter reserves the right to withdraw the prize, re-allocate the prize and select the reserve next in line, as detailed as a reserve from the original prize draw. These reserves will be contacted in the same process with the same time frame. If a winner has not responded to any communication and after reasonable attempts to contact them, then the prize has therefore not been successfully claimed and will be null and void.

#### **Prize Fulfilment**

21. Prizes will be delivered within 28 days of successful verification via XXXXXXXXXXXX
22. The Promoter accepts no responsibility for failed delivery due to provision of incorrect contact details. Any prize that is returned undelivered will be assumed unwanted and the Promoter reserves the right to re-allocate, if time permits, using the same process referred to above in these Terms and Conditions..

#### **General**

23. 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 with regard to all promotional matters.
24. All entrants will be required to provide a genuine email address that is personal, valid and accessible throughout the promotion. In the event of an email address becoming inaccessible during the promotion, the Promoter is not able to retrieve and amend any existing entries to a new email address/phone number.
25. The Promoter does not permit the use of temporary, anonymised, relay, forwarding or otherwise masked email addresses, including but not limited to those ending in @privaterelay.appleid.com. These services may interfere with the secure delivery of administrative communications, winner prize confirmations, and important notifications

26. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using the prizes, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
27. Limitations of liability: Neither the Promoter, its agents or anyone professionally connected to the promotion, assume any responsibility or liability for:
- i. Any difficulties in entering or claiming, any entries/claims delayed or corrupted or any loss arising out of such an event;
  - ii. Any incorrect or inaccurate entry, or for any faulty, erroneous or failed electronic data transmissions;
  - iii. Communications line failure, regardless of cause, with regards to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of this promotion;
  - iv. Inaccessibility or unavailability of the mobile network or internet or any combination thereof. The Promoter cannot guarantee continuous, uninterrupted access to the entry system;
28. To the extent permitted by law, the Promoter cannot accept any responsibility for any damage or loss suffered by any entrant as a result of entering the promotion or accepting the prize or any injury or damage to the entrant's or any other person's computer or mobile telephone relating to or resulting from participation in or downloading any materials in connection with the promotion.
29. Conduct of entry: The Promoter reserves the right at its sole discretion to disqualify any entrant found to be tampering with the operation of the promotion; or to be acting in any manner deemed by the Promoter to be in violation of the Terms & Conditions; or to be acting in any manner deemed by the Promoter to be disruptive.
30. Unless otherwise agreed in writing by the Promoter, the prize will only be awarded directly to the entrant.
31. If, for any reason, any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion modify or suspend the promotion or invalidate any affected entries. 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 (including but not limited to global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God), the Promoter will not

be liable for any failure to perform or delay in performing its obligation but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.

32. The Promoter reserves the right to verify all entries including but not limited to asking winner for address and identity details (passport, driving licence or equivalent) which they must provide within 48 hours, and to refuse to award prize or withdraw prize entitlement, and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these Terms and Conditions or any instructions forming part of this promotion's entry requirements or otherwise, where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means. The Promoter will be the final arbiter for all decisions, which are final and binding. It will not respond to any correspondence.
33. By taking part in the promotion, winners agree that Nestlé may contact them to ask whether they want to participate in reasonable marketing activities and publicity relating to the promotion. Such publicity may include, without limitation, the entrants' name and/or if consent given, image or statements made by the entrants concerning the promotion and/or prizes obtained as part of the promotion. Winners are not obliged to agree to any request.
34. Subject to Nestlé's Privacy Policy, the surname and county of residence of the prize winners will be available upon request by sending an email request to [consumer.services@uk.nestle.com](mailto:consumer.services@uk.nestle.com) with the subject line 'WINNERS LIST: KITKAT F1 Arcade Promotion', for a period of 90 days following the end of the promotional period. When contacting this email address, your request will be actioned in line with Nestlé's Privacy Policy. The Promoter reserves the right to refuse any or all such requests. If the winner objects to their information being published, then they can contact the Promoter by emailing [UKI.Dataprotection@uk.nestle.com](mailto:UKI.Dataprotection@uk.nestle.com) with the subject line 'KITKAT F1 Arcade Promotion'. The Promoter may nevertheless disclose the information to the Advertising Standards Authority if required to do so.
35. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
36. The Promotion and these Terms and Conditions will be governed by the laws of the participating country but any disputes as to the meaning of these terms will be subject to the exclusive jurisdiction of the participant's local courts.

#### **Data Protection**

37. 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 county of residence of the prize winners will be made available as set out in the clause above and winners can object to this by emailing [UKI.Dataprotection@uk.nestle.com](mailto:UKI.Dataprotection@uk.nestle.com).
38. 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. [Click here](#) for the Promoter's Privacy Policy. You can request access to your personal data, have any inaccuracies rectified or request deletion of personal data by sending an email to [UKI.Dataprotection@uk.nestle.com](mailto:UKI.Dataprotection@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 this promotion, requests to delete personal data can only be actioned after the promotion has concluded and the winners have accepted their prize. Any data obtained via this promotion will be deleted after 90 days of the promotional end date with the exception of the winners and reserves whose data will be deleted after fulfilment of their prize.

Formula One World Championship Limited and its affiliates ("F1") is not responsible for or involved in the organization, development, execution, or outcome of this promotion. This promotion is organized solely by Nestlé UK Ltd, therefore F1 is not liable for any aspects relating to the operation of the promotion, including but not limited to the selection of winners, awarding of prizes, or any inconvenience that may occur during the promotion. Any questions, complaints, or concerns regarding the promotion should be directed directly to Nestlé UK Ltd, which is not F1. F1, including any of its affiliates or subsidiaries, waive all claims of liability arising from this promotion and will not be liable for any damage, injuries, or inconveniences that may occur as a result of this promotion.

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†UK only. 18+. Normal excl. apply. No purchase necessary. Internet access required. Open: 6.08.26 – 20.08.26. To enter, visit <https://cloud.emails.nestle.co.uk/nkkf1lp0> and enter your details. There are 40 x prize bundles available to be won in total. Each bundle will include: 1 x KitKat® and F1® co-branded drawstring bag, 1 x KitKat® and F1® co-branded cap, 1 x KitKat® and F1® co-branded notebook and a selection of KitKat® product. Winner must be aged 18+. Max. 1 entry/person across the promotion. Winners selected at random from all valid entries via an independently verified prize draw by 21.07.26. [Full T&Cs](#) here.

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