

POKKA CHINESE NEW YEAR 2022 SPEND & REDEEM GIFT REDEMPTION AND SPRING CASH LUCKY DRAW.

Terms & Conditions

Information on how to participate in the “CELEBRATE SPRING WITH VITALITY” (the “**Promotion**”) and the Promotion Rules (as stated below) form the Promotion Terms and Conditions. All persons registering or taking part in this Promotion (the “**Participants**”) agree to be bound by these Promotion Terms and Conditions.

Promotion Rules

1. This Promotion is organized by POKKA PTE. LTD., of 39 Quality Road, Singapore 618810 (“**POKKA**”).

2. The Promotion is open to all individual Singapore Citizens, Permanent Residents and non-permanent residents residing in Singapore who are:

(i) aged 18 and above as at the start of the Promotion Period (as defined below). Participants below the age of 18 shall obtain the necessary consent from their parents/legal guardians before participating in this Promotion and submitting any personal information, and shall furnish such proof of consent should organizers require it; and

(ii) not prohibited in any manner by any person, entity, authority or law anywhere in the world from participating in this Promotion or any similar promotion.

Employees of: (a) POKKA; and (b) POKKA advertising agencies (c) dealers, (d) distributors, (e) vendors, and the immediate family members of these employees, are not eligible to participate in the Promotion.

By participating in the Promotion, each Participant represents and warrants that he/she has met the eligibility criteria stated in these Promotion Terms and Conditions.

3. The Promotion is valid from 01 January 2022 00:00hrs to 28 February 2022 23:59hrs (both dates inclusive, the “**Promotion Period**”).

Only purchases made from 01 January 2022 00:00hrs to 28 February 2022 23:59hrs (both dates inclusive) will be eligible for POKKA CNY 2022 SPEND & REDEEM Gift Redemption and Spring Lucky Draw.

Multiple entries are allowed per Participant for the Cash Lucky Draw, on the condition that each entry submitted corresponds to a separate receipt and each Participant is only entitled to one cash prize in this Promotion.

Up to a maximum of 5 entries are allowed per Participant for SPEND & REDEEM Gift Redemption, on the condition that each entry submitted corresponds to a separate receipt. Each qualified receipt is entitled to only one gift redemption.

HOW TO PARTICIPATE

Step 1 – Purchase POKKA products

To participate in the Promotion, a Participant must purchase a minimum of \$8 worth of POKKA products in a single receipt at any Participating Supermarkets, Hypermarkets, Convenience Stores, Petrol Marts and Mini Markets during the Promotion Period. Online purchases on all ecommerce platforms are only eligible for lucky draw participation.

- Each valid receipt entitles the Participant to 1 redemption of SPEND & REDEEM Gift and 1 chance of winning in the Spring Cash Lucky Draw.

Participating products include any POKKA ambient beverages of any pack size (i.e. Tetra Pack, 300ml can/6s, 500ml, 1500ml etc).

Purchase of POKKA products must be explicitly reflected on the receipts submitted. Receipts with illegible, unidentifiable or ambiguous product names will be deemed invalid, and will not be accepted as an entry to the promotion.

Step 2 – Entering via SMS entry or QR Code

(i) SMS

To enter into the Promotion via SMS, Participants shall enter the following and submit to +65 9010 2322

POKKACNY<space>Name<space> Receipt No.

Example: *POKKACNY Peter Tan 98765*

Upon sending the SMS to +65 9010 2322, Participants would then receive a unique URL where Participants are required to enter the details specific to their purchase. Once the fields are completed, the Participants will receive a pop-up message shown on the URL which indicates clearly that their entry has been recorded and submitted successfully.

(ii) QR Code

To enter into the Promotion via QR Code, Participants shall scan the QR code that can be found on the Promotion advertisements (including posters and wobblers), available at all Participating Supermarkets, Hypermarkets, Convenience Stores, Petrol Marts and Mini Markets during the Promotion Period.

The QR code once scanned, will automatically redirect Participants to the online microsite www.pokkacny.com

Alternatively, Participants could directly access the online microsite at www.pokkacny.com

Participants are required to enter the details specific to their purchase. Once the fields are completed, the Participants will receive a pop-up message shown on the microsite which indicates clearly that their entry has been recorded and submitted successfully.

Step 3 – Submit your Receipt for verification

Upon entry by SMS, Participants should receive a unique URL, where they would be notified on the URL-microsite, acknowledging the entry.

Upon entry by QR code, Participants would be notified on the microsite, acknowledging the entry.

Note that the acknowledgement of the entry does not deem the entry as being verified, as the Participants will be prompted to upload a photo of the official receipt via a URL. Participants are required to complete the submission by following the URL and instructions to upload the image of the original receipt. The entry would be deemed as verified once the agency has processed the verification procedure. The Participants would then be notified via SMS on the confirmation of their online gift redemption details.

Submission will be deemed incomplete if the Participants fail to upload their receipts for verification. Only images of original receipts are accepted. Photocopies will not be accepted.

Participants are to retain their official receipts to be presented as proof of purchase during gift or prize collection (Cash prize redemption for this particular National Consumer Promotion: Spring Cash Lucky Draw). Participants will be deemed ineligible if Participants are not able to present their official receipts at point of collection. **Only original receipts are accepted. Reprint or duplicate copies will not be accepted.**

Step 4 – Confirmation of SPEND & REDEEM Gift Redemption

A confirmation email or SMS, including the following information, will be sent to Participants upon verification of the entry submission, which will take 3 working days.

- (i) Eligible gift(s) to redeem
- (ii) Details of the gift(s) delivery: Date, Time, Address
- (iii) Gift(s) delivery period (01 January 2022 to 26 March 2022)

GIFT REDEMPTION AND LUCKY DRAW PRIZE

(i) SPEND AND REDEEM GIFT REDEMPTION

Only one (1) gift to be redeemed by one (1) eligible Participant per receipt, regardless of amount spent.

- With a purchase of \$18.00, Participants can redeem
 - one (1) set of 1.6L GLASS BAKING DISH

- With a purchase of \$28, Participants can redeem
 - one (1) set of 1.6L GLASS BAKING DISH
 - OR**
 - one (1) set of LUMINARC™ 2-PIECE GLASS JAR

- With a purchase above \$38.00, Participants can redeem
 - one (1) set of 1.6L GLASS BAKING DISH
 - OR**
 - one (1) set of LUMINARC™ 2-PIECE GLASS JAR
 - OR**
 - one (1) set of 3-PIECE AIRTIGHT GLASS TUPPERWARE

All gift redemptions are on a first-come, first-serve basis, and while stocks last.

(ii) CASH LUCKY DRAW PRIZES

Grand Prize: \$888 Cash (1 winner)

Prosperity Prizes: \$188 Cash (3 Winners)

Only one (1) cash prize of S\$888 to be won by one (1) eligible Participant, and one (1) cash prize of S\$188 to be won by each of three (3) eligible Participants.

The lucky draw will be conducted on 04 March 2022, 11am, at SMSDOME PTE LTD, 47 Jalan Pemimpin Halcyon 2 #03-01 Singapore 577200 by means of a computerized system which is not conducted in public, but shall be witnessed and audited by a public accountant who is not in the employment of POKKA and POKKA's advertising agencies.

4. Only entries that are considered as complete and correct by POKKA will be eligible. Incomplete or illegible entries will be disqualified.

Applicable phone and telco charges may apply, and participants shall be responsible for these expenses.

Proof of submission is not proof of receipt, and POKKA shall not be responsible or liable for any delay or non-receipt of submissions.

Participants shall participate in the Promotion on his/her own account, and shall not submit entries or participate on behalf of other persons. Each Participant represents and warrants that:

(i) he/she has obtained all necessary consents, licenses and approvals required in connection with the Promotion and his/her participation, and

(ii) all materials, documents and forms submitted or created by him/her in connection with the Promotion are original and do not infringe on the rights of any party, including but not limited to any intellectual property rights, patent, trademark or brand name registered or enforceable anywhere in the world.

5. The winners of the Promotion will be contacted by their contact numbers (via email, SMS or telephone call) submitted for entry. Participants shall ensure that they remain contactable at all times. If POKKA fails to contact any winner for any reason whatsoever, it may at its discretion elect to determine another winner in accordance with the Promotion mechanism.

6. POKKA may, without notice and at any time, substitute any prize with a prize of similar value, as determined by POKKA. Prizes won are given out on an "as it is" basis, and are not transferable, or exchangeable or redeemable for cash. To the extent not prohibited by law, all warranties and representations in connection with the prizes are expressly excluded. Winners shall collect their prizes in person, and shall comply with and be bound by all terms which the prizes may be subject to.

7. GIFT AND PRIZE REDEMPTION

All gifts and prizes are to be redeemed via Qxpress delivery (POKKA and agency will not be responsible for any loss and damage during delivery), with the exception of:

- (i) POKKA roadshows at participating Hypermarkets and Supermarkets

Qxpress

POKKA and agency will not be liable for any damages by any issues caused by the gifts and prizes, as well as any damages from the causes of the delivery service provided by Qxpress.

Roadshow

Participants who have redeemed or made redemptions at POKKA roadshows, selected Supermarkets/Hypermarkets/customer service counters will not be eligible for another gift redemption online. However, they will still be eligible to participate in the Spring Cash Lucky Draw.

Gift redemptions at the POKKA roadshows are only eligible during the specific roadshow hours. Gift redemptions can only be made with a valid receipt made within the same day, at the store where the roadshow is held.

The award of gifts and prizes will be subject to verification to the full satisfaction of POKKA, which shall include verification of the original proof of purchase.

SPEND AND REDEEM Gift Redemptions via Qxpress delivery would be sent out by **Saturday, 26 March 2022**, before 5.30pm. Spring Cash Lucky Draw prizes are to be collected from ed&c's office (996 Bendemeer Road, #04-06 b central Singapore 339944) by Thursday, 31 March 2022, before 8pm.

Participants agree that by participating in the Promotion, should they be chosen as the Prize Winner of the Promotion, the Prize Winner shall execute all further documents and deeds as POKKA deems necessary to effect, perfect, record, or register the Prize Winner's redemption and ownership of the prize.

In the event the Prize Winner is unable to comply with the abovementioned requirements within POKKA's stipulated timeline, POKKA reserves the right to elect a new winner.

Any Participants who do not comply with the Promotion Terms and Conditions will be disqualified. POKKA reserves the sole discretion to re-elect the winner of the Promotion should the earlier chosen winner be disqualified under the Promotion Terms and Conditions.

8. POKKA may, at its sole discretion, modify the Promotion Terms and Conditions, make prize substitutions or cancel this Promotion, without prior notice to any person. POKKA's decisions on all matters relating to this Promotion will be final, binding and conclusive on all Participants, and no correspondence will be entertained.

9. Where prizes contain a specified validity period during which it should be utilized, no requests for extensions or replacements whatsoever will be entertained. All lucky draw prizes must be collected by 31 March 2022. Prizes which remain unclaimed by any winner after 31 March 2022 and/or should the winner be unable to fulfill the requirements in Clause 7 above, or any other instructions with regard to the Prize redemption, shall be conclusively forfeited by such winner, and the forfeited prize will be dealt with at POKKA's discretion in accordance with applicable laws.

10. POKKA may disregard or disqualify any entry, Participant or winner, in such manner as POKKA deems fit, without giving notice or reason, and without any liability to any person. In particular, no Participant shall, or procure another person to, (i) tamper with the operation of the Promotion or any relevant website, (ii) participate in the Promotion in any manner which may create any prejudice to or anomaly in the scoring system or operation of the Promotion; and (iii) breach these Terms and Conditions or any other applicable law or regulation.

11. To extent permitted by law, POKKA will not be responsible or liable for any loss, injury, death, claim or damage suffered by any person arising out of or in connection with the Promotion and prizes, and each Participant and any person acting on his/her behalf shall indemnify POKKA from any claims, losses, damages, costs or expenses incurred in connection therewith.

12. By choosing to participate in this gift redemption and lucky draw entry form, Participant agrees and hereby consents that POKKA may collect, use and disclose Participant's personal data to its affiliates, service providers and partners, as provided in this entry form, for the following purposes in accordance with the Personal Data Protection Act 2012 ("PDPA") and POKKA's data protection policy available at our website www.pokka.co:

(a) to administer this Promotion, including to contact Participant and to conduct verification and other actions in connection with the Promotion for the administration of gifts and prizes in relation to this gift redemption and lucky draw;

(b) use the personal data for promotional, advertising (included targeted advertising) or marketing activities which POKKA believes may be of interest to the Participant;

(c) to send out marketing, advertising (including targeted advertising), communication and promotional materials to the Participant relating to any products manufactured, marketed or sold by POKKA and its affiliates, service providers and commercial partners.

13. Participants hereby provide consent to POKKA and its agents to take and to have full and free use of video/photographs containing their image/likeness, in any media or form ("**Materials**"). These Materials may be used for marketing, publicity and promotional purposes by and for POKKA. Participants are not entitled to remuneration, residuals, royalties or any other payment from POKKA in respect of the creation and use of their image/likeness and/or the Materials. Participants release, discharge, and hold harmless POKKA and its agents, employees and officers from any and all claims, demands or causes of actions that they may hereafter have in connection with the Materials.

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 POKKA, and may be transmitted across national borders for storage and/or processing in accordance with the PDPA. 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 contact the relevant POKKA officer at we_care@pokka.com.sg. To withdraw consent, please contact POKKA at we_care@pokka.com.sg.

14. This Promotion is governed by Singapore law, and each Participant shall submit to exclusive jurisdiction of the Singapore courts.

15. Each Participant who participates in a Promotion run on a third-party platform such as Facebook, Instagram or other social media provider agrees to comply with and be bound by the terms and conditions of use of the relevant platform. POKKA does not assume any responsibility or liability arising out of or in connection with the Participant's use of the platform. Each Participant (i) grants POKKA and all such third-party platforms a complete release of all liabilities which may arise in connection with the Promotion, (ii) acknowledges that the Promotion is in no way sponsored, endorsed or administered by, or associated with, such third-party platform(s) and (iii) agrees to the collection, use and processing by POKKA and its affiliates of any information submitted by a Participant on such third-party platform.