

## Schedule 2

### Terms and Conditions

1. This is a limited period promotional offer ("**Offer**") provided by Nestlé India Limited ("**Nestlé**") in association with **Amazon Pay (India) Private Limited**.
2. Any person who purchases a KitKat 2 Finger Mini (13.2g at MRP Rs.10/-) (hereafter referred to as "**Product**") during period commencing from 1<sup>st</sup> September 2019 to 31<sup>st</sup> October 2019 ("**Offer Period**") will get a 9 digit alphanumeric unique code printed inside the Product wrapper (such person hereinafter referred to as "**Consumer**"). The Consumer has to SMS KITKAT\_9 Digit Unique code to 9090454589 to get a 17 digit code ("Code") which can be used on Amazon.in to redeem as per process stated below
3. The Consumer shall, in order to add and redeem the Code, visit [www.amazon.in](http://www.amazon.in) or its corresponding mobile application/site thereof (collectively, "**Amazon.in**") and navigate to [www.amazon.in/addgiftcard](http://www.amazon.in/addgiftcard) and follow the procedure mentioned under these Offer Terms.
4. These Offer terms and conditions ("**Offer Terms**") are in addition to the Amazon.in Conditions of Use and Sale to which you agree by using Amazon.in. To the extent the Amazon.in Conditions of Use and Sale are inconsistent with these Offer Terms; these Offer Terms will prevail with respect to the Offer only.
5. Under the Offer a Consumer who purchases a KitKat 2 Finger Mini offer pack worth Rs. 10/- will find a Code printed under the wrapper. On redemption of this Code on Amazon.in as per steps detailed below, Amazon Pay Balance equivalent to Rs. 10 will be added to their Amazon.in account.

Each Consumer can add a maximum of 3 Codes per account and per mobile number under the Offer equivalent in value of Rs. 10

The procedure for adding the unique code to their Amazon account is as below:-

If using the web browser:

- (i) Visit [www.amazon.in/addgiftcard](http://www.amazon.in/addgiftcard);
- (ii) At the log-in page, enter email id and password for your Amazon.in account. If you do not have an Amazon.in account, create an account;
- (iii) Click on 'Login';
- (iv) Enter the Code and click on 'Add to your balance'.

If using the Amazon.in mobile application:

- (i) On the Mobile Application please log-in to your Amazon.in account;
- (ii) Click on 'Shop by Category';
- (iii) Go to 'Gift Cards';

- (iv) Go to 'Add Gift Card'; and
- (v) Enter the Code and click on 'Add Now'.

The value of the Code will be added as Amazon Pay Balance in your Amazon.in account. Amazon Pay Balance is a sum of all balances associated with Amazon Gift Cards in a customer's Amazon.in account.

6. No cash in lieu of the Code shall be paid to Consumer. The assigned amount of the Code shall be credited to the Amazon.in account of the Consumer upon redemption of the Code. The value of the Code so credited to Amazon.in account can be used to purchase eligible products on Amazon.in subject to the Amazon Gift Card Terms and Conditions. In case the Consumer purchases a product that is greater in value of the redeemed Code, Consumer would have to pay for the differential amount through any of the payment means available on Amazon.in. The value of the Code so credited cannot be used for the payment of delivery or any other charges on Amazon.in.
7. Participation in this Offer is purely voluntary and optional. This Offer is not valid in conjunction with any other offer. Products may also be available without Codes and this Offer will be available only on Products with Codes. By participating in this Offer, each Consumer is deemed to have accepted these Terms and Conditions.
8. This Offer is valid in India during the Offer Period on purchase of the Product by Consumers.
9. The Offer is valid for the citizens of India except for the employees and family members of Nestlé and Amazon, their associate companies, their joint venture partners, Nestlé's co-packers, Nestlé's distributors, their agents, their advertising and promotional agencies and their auditors.
10. The Codes would be valid till 31<sup>st</sup> October 2019. The Consumers will not be able to avail the Offer after the Offer Period. Consumer agrees to waive off right of redemption on the date of expiry of Offer Period.
11. In the event any Consumer fails to meet any of the above stated eligibility criteria or any term under these Offer Terms, he/she will not be eligible to receive the benefit under this Offer. By participating in this Offer, you will be deemed to have accepted these Offer Terms.
12. Code offered as part of this Offer is non-transferrable, non-refundable. At any stage, Nestlé and/or Amazon reserve their right to call upon the Consumer to submit any document for verification of identity as per their sole discretion
13. Neither Nestlé nor Amazon will be liable for (a) any delay in actual redemption under this Offer reflecting on Amazon.in; or (b) The Code not being visible due to the Product wrapper being damaged while opening the Product by the Consumer.
14. By availing the Offer, the Consumer expressly agrees that Amazon and Nestlé will not be responsible for any loss or damage incurred by you in relation to the Code and/ or the Offer.

15. At any time Amazon and/or Nestlé reserve the right to update and/or amend all or any of these terms without further notice. Nestlé and/or Amazon reserve the right to cancel, change or substitute the Offer at any time without any prior notice.
16. Nestlé may require Consumers to participate in promotional activities (such as publicity and photography), , and he/ she who volunteers consents to the usage of his/her name, photograph, film recording, portrait, picture, voice, likeness and biographical information for media coverage, news or information and for advertising or promotional purposes in any media for an unlimited period without remuneration. The foregoing license shall survive any termination or expiration of this Offer.
17. The Consumer waives conditions of DND/NCPR register and hence consents to Nestlé for complaints redressal, offers etc. in future as part of this Offer.
18. Privacy Policy of Nestlé and Amazon.in shall apply.
19. All queries/ all grievances in relation to the product and/or details of the Offer can be addressed to Nestlé's Consumer Services at toll free number 18001031947. Amazon will not be responsible and/ or liable for handling, entertaining or resolving any queries or grievances regarding the Product, Code and/or the details of the Offer. Amazon will not mediate or resolve any dispute or disagreement between Nestle and the Consumer. It is hereby clarified that Amazon will be responsible for any technical issue due to which the Code is not being redeemed on Amazon.in.
20. Nestlé and/or Amazon shall not be liable for any loss or damage due to Acts of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss.
21. Consumer agrees that use of this Offer is voluntary and at its sole risk. Nestlé, Amazon and their respective affiliates, and officers, directors, employees, and agents disclaim all warranties, express or implied, including without limitation any warranty of merchantability, availability, and fitness for a particular purpose or non-infringement.
22. The terms and conditions of this Offer shall be governed by Indian Laws. The Courts at Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.
23. The courts at New Delhi shall have exclusive jurisdiction over any matters/ disputes in relation to these Offer Terms between the Consumer and Amazon. .