

Rules, Terms and Conditions

The following terms and conditions (the "Terms and Conditions") herein apply to the "I Love Ricola" promotion and the "Share Your Ricola Moments" contest and lucky draws contained in this promotion (collectively "the promotion").

Eligibility:

1. This promotion is open only to qualifying participants ("participants") as follows:
 - (a) all participants must be Singapore citizens, Permanent Residents and Employment Pass Holders with a valid Singapore address;
 - (b) all participants must be at least 18 years of age as of date of entry. If you are below the age of 18, you must obtain the appropriate permissions and releases from your parent or legal guardian in order to claim prizes; and
 - (c) "**Share Your Ricola Moments**" contest Entrants, must purchase a qualifying Ricola product.
2. This promotion is open only to individuals, and is not open to schools, clubs, companies or businesses.
3. Employees and their immediate family members of Shriro (Singapore) Pte Ltd, Ricola (Asia) Pte Ltd, its advertising and promotion agencies and participating dealers are not eligible for this promotion.

Nature and Period of Promotion:

4. This promotion consists of three categories:
 - (a) "**Share Your Ricola Moments**" contest:
 - (i) participants of the contest ("Entrants") are invited to submit qualifying photo, video or journal entries ("Entries" or each an "Entry");
 - (ii) participants may also register on Facebook as a Fan of the "I Love Ricola" Facebook Brand Profile page ("Fans") as well as to submit votes for their favorite Entries ("Voters").
 - (b) Weekly Lucky Draw: there will be a weekly lucky draw organized for all Voters and Fans during the promotion period.
 - (c) Grand Lucky Draw: there will be a grand lucky draw organized for all participants at the end of the promotion period.
5. Registration, submission and relevant dates for the promotion are as follows:
 - (a) "**Share Your Ricola Moments**" contest entries may be submitted only from 1 June 2009 to 10 August 2009 @ 12.00 a.m. ("the Submission Period");
 - (b) voting for Entries may be submitted from 1 June 2009 to 17 August 2009 @ 12.00 a.m. ("the Voting Period");
 - (c) the Weekly Lucky Draw will be conducted from 8 June 2009 to 11 August 2009 on a weekly basis, and there will be a total of 10 weekly draws; and
 - (d) the Grand Lucky Draw will be conducted on 24 August 2009.

Prizes

6. The following prizes will be awarded for this promotion:
 - (a) "**Share Your Ricola Moments**" contest:

- (i) Winner: One (1) Trip to Switzerland consisting of a fully-paid airticket, accommodation and travel package plus SGD\$1000 in spending money.
 - (ii) 1st Runner Up: One (1) Club Med, Bintan holiday package.
 - (iii) 2nd Runner Up: One (1) Club Med, Bintan holiday package.
 - (iv) 3rd Runner Up: One (1) Club Med, Bintan holiday package.
 - (v) For each category of photo, video and journal Entry, the top 3 highest voted Entry for the week prior during the promotion period will be awarded a pair of movie tickets.
- (b) **Weekly Lucky Draw:** 4 pairs of movie tickets will be awarded to three Voters and 1 Fan per weekly draw during the promotion period.
 - (c) **Grand Lucky Draw:** One (1) Club Med, Bintan holiday package will be awarded to one participant drawn from the Grand Lucky Draw.

How to Enter & Participate:

- 7. You may participate in this promotion as an Entrant for the **“Share Your Ricola Moments”** contest:
 - (a) Each participating Entry may consist of either a photo image, video clip or written journal entry.
 - (b) For photo and video Entries:
 - (i) all photo and video images must feature a Ricola pack and be uploaded and submitted on the **“I Love Ricola”** Facebook Brand Profile page (<http://companies.to/i-love-ricola/>); and
 - (ii) each video shall not be longer than 30 seconds in duration.
 - (c) For written journal Entries:
 - (i) each journal entry must not be longer than 25 words in length;
 - (ii) journal entries may either be sent
by ordinary pre-paid mail addressed to:

“Share Your Ricola Momentss”
 Shriro (Singapore) Pte Ltd
 11 Chang Cham Road #06-01
 Shriro House
 Singapore 159640

 or by email to: share@ilovericola.com
 - (d) For all participating Entries:
 - (i) Each Entry must be accompanied by proof of purchase of a qualifying Ricola product (**“Proof of Purchase”**). You will need to retain the original receipt showing the purchase of a qualifying Ricola product from participating outlets, and all Entries must include the receipt details including receipt number, date and outlet of purchase. In the case of Entries submitted through the **“I Love Ricola”** Facebook Brand Profile page, enter the receipt details in the comment box below the photo or video Entry. In the case of a written journal entry submitted by ordinary mail or email, insert the receipt details under your journal Entry. You will be required to produce the original receipt in order to claim any prizes;

- (ii) All participants who submit Entries through the Internet by way of the “**I Love Ricola**” Facebook Brand Profile website must be members of Facebook and have a legitimate and active Facebook Personal Profile and must also register as Fans;
 - (iii) All Entries must be submitted and received by the organizers within the Submission Period;
 - (iv) All Entries which have previously been submitted for other competitions / promotions will not be accepted;
 - (v) The content of all Entries must be tasteful and not contain any obscenities or offensive material of any kind. All submissions must comply with the laws of the Republic of Singapore and the rules and regulations of Facebook (as found at <http://companies.to/i-love-ricola/>) in force from time to time, and the organizers reserve the right to disqualify and delete any inappropriate Entries or content and/or to reject Entries in its sole discretion;
 - (vi) All Entries must be original works of the participant with unencumbered rights of use. The organizers reserve the right to disqualify any participants who do not own the copyrights to their Entries or infringe the copyrights of any third party or where the source of content or material is in doubt.
 - (vii) Participants may submit as many “**Share Your Ricola Moments**” Entries as they like, but each Entry must be accompanied by a separate Proof of Purchase. For the purposes of this promotion, the purchase of multiple qualifying Ricola products on a single receipt shall count as a single Proof of Purchase.
8. You may also participate in the Weekly and Grand Lucky draw by registering yourself as a Fan on the “**I Love Ricola**” Facebook Brand Profile page and vote for your favourite Entries as a Voter. You do not need to purchase a qualifying Ricola product to participate as a Fan or Voter, nor to collect any prizes you win in the Weekly or Grand Lucky Draw.

Award of Prizes / Rules of the Promotion

9. “**Share Your Ricola Moments**” contest:
- (a) the winning “**Share Your Ricola Moments**” contest Entries will be determined by the number of valid votes for each qualifying Entry submitted by Voters;
 - (b) the Top Winner prize will be awarded to the highest voted single Entry across all 3 categories of participating Entries, and the 1st Runner Up and 2nd Runner Up prizes will be awarded to the next two highest voted single Entries respectively;
 - (c) the top 3 highest voted Entries under each category at the time of the “Weekly Prize” giveaway, will be awarded a pair of movie tickets (“Weekly Prize”) during a 10 week period. In the event any particular Entry has previously won the Weekly Prize during the promotion period, it will not be eligible again for the Weekly Prize.
 - (d) each Voter can vote for as many different “**Share Your Ricola Moments**” Entries as they like. However, each Voter may only submit one vote per “**Share Your Ricola Moments**” Entry;
 - (e) in the event of a tie in the number of votes for any Entry for any prize, the organizer reserves the exclusive right to determine the winning Entry in its sole and absolute discretion, and any such decision shall be final and binding.
10. **Weekly Lucky Draw & Grand Lucky Draw:**
- (a) each participant eligible for the Weekly and Grand Lucky Draw prizes will be awarded with lucky draw points (“Points”);

- (b) Points system: to encourage participation in this promotion, each eligible participant will be issued Points in the following manner:
- (i) each **“Share Your Ricola Moments”** Entry will earn 10 Points for an Entrant;
 - (ii) each vote made by a Voter for a **“Share Your Ricola Moments”** Entry will earn 2 Points for the Voter; and
 - (iii) each Fan shall earn 1 Point.
- (c) the Weekly Lucky Draw and the Grand Lucky Draw is open to all participants;
- (d) Entrants who are the Winner, 1st Runner Up, 2nd Runner Up or 3rd Runner Up of the **“Share Your Ricola Moments”** contest will not be eligible for the Grand Lucky Draw prize.
11. Except for the weekly movie tickets awarded for the **“Share Your Ricola Moments”** contest and Weekly Lucky Draw, each participant is eligible to win only one prize in this promotion.
12. All prizes must be taken by participants as provided and are not transferable, exchangeable or redeemable for cash or kind. At the discretion of the organizers, the Trip to Switzerland prize awarded to the Winner may be exchanged for a trip to a different location of similar value. At the option of the organizers and at any time without notice in its sole and absolute discretion, a prize of equal or greater value may be substituted for any prize being offered in this promotion.
13. **Notification of Winners:** all winners of the **“Share Your Ricola Moments”** contest and the lucky draws will be published on the **“I Love Ricola”** Facebook Brand Profile page and will also be notified via Facebook message, except for winning Entries consisting of journal entries submitted via ordinary mail who will be contacted by phone.
14. **Collection of Prizes:**
- (a) All winners of movie ticket prizes will be informed in the notification by the organizers on how, when and where to collect their prizes. Movie ticket prizes not collected by the notified date cannot be claimed thereafter.
 - (b) Winners of the **“Share Your Ricola Moments”** contest and the Winner of the Grand Lucky Draw must confirm their acceptance of a prize to the organizers within one (1) week of notification of their winning a prize by writing to the organizers with their corresponding and contact details by ordinary mail to:

“Share Your Ricola Moments”
 Shriro (Singapore) Pte Ltd
 11 Chang Charn Road #06-01
 Shriro House
 Singapore 159640

failing which the prize will be treated as unclaimed and shall be re-awarded or re-drawn in the organisers’ sole discretion. Winners of the **“Share Your Ricola Moments”** contest will also be required to submit their Proof of Purchase original receipt in the same mail.

Upon confirmation of acceptance of the prizes (and original Proof of Purchase, where necessary), the organizers will subsequently contact the winners by post with details on how and when to collect the awarded prizes (the “Collection Notice”).

Winners will be required to produce the Collection Notice and proof of identity upon collection of prizes.
 - (c) With the exception of movie ticket prizes, all prizes must be collected by winners in Singapore within two (2) weeks of and in accordance with the Collection Notice, failing which the prize shall be treated as an uncollected prize which may, in the discretion of the organizers, either be awarded to the next prize winner (in the case of the **“Share Your Ricola Moments”** contest) or redrawn (in the case of the weekly or grand lucky draw) or may otherwise be disposed of, forfeited or donated to the Community Chest or other charity of the organisers’ choice.

- (d) Winners are responsible for the claiming or collection of prizes. All travel package prizes shall be taken by the winners subject to the terms and conditions for the same imposed by the sponsors of the prizes as well as any visa validity or travel requirements necessary. Any costs associated with claiming or collecting the prizes are the responsibility of winners. In the event that any unclaimed or uncollected prize is forfeited, re-awarded, donated, disposed of, forfeited or otherwise dealt with by the organizers, the original winner shall not be entitled to any payment or compensation notwithstanding non-receipt of notification of his/her award.

Other Terms and Conditions

15. **Binding Terms and Conditions:** all participants confirm that they have read and accepted these Terms and Conditions and agree to abide and be bound by these Terms and Conditions by virtue of their participation in the promotion.
16. **Copyright / Intellectual Property:** each participant warrants and undertakes that he / she is the author of and owner of the copyrights in the Entries submitted in this promotion and that nothing in the Entries shall infringe any right of intellectual property or any other nature of any person and that the content shall not be obscene, blasphemous, libelous, defamatory or illegal.
17. **Publicity:** all participants agree to participate in, at the participants' own expense, any prize presentation ceremonies and/or all other reasonable publicity events in Singapore or elsewhere in relation to the contest, without payment or compensation. In addition, to be eligible for the prizes, all winners shall sign and return statements or documents in such wording as required by the organizers confirming their eligibility for, release of liability, or publicity release giving the organizers and/or its principal and/or advertising and promotion agencies permission to use his or her name, picture, image and voice for publicity purposes connected with this promotion without payment or compensation. Failure to provide the same duly signed when required, shall result in disqualification or ineligibility for prizes.
18. **Ownership / Licence to Content:** all participants consent and agree that the organizers shall be granted, without the need for payment of fees or royalties, a non-exclusive, sub-licensable and perpetual licence to use, reproduce, modify and prepare derivative works of any Entries and the content thereof submitted for whatever purpose and whichever form as may be deemed fit by the organizers. Such use will carry acknowledgement of the participant. For the avoidance of doubt, such licence granted to the organizers shall include the right to publish, display, reproduce or otherwise publicise or communication all Entries and the content thereof submitted for any exhibition or publication. The organizers shall not, however, be obliged to or required to use any Entries or content thereof submitted. All Entries submitted are non-returnable and shall become the property of the organizers without need for payment of any fee or charge whatsoever. The organizers will not return any Entries, whether winning or otherwise, at the end of the promotion nor will the organizers be responsible for any loss, damage or misplacement of any Entries at any time howsoever and whatsoever.
19. **Organisers' Decision final and binding:** the decisions of the organizers on all matters relating to the "I Love Ricola" promotion and the "Share Your Ricola Moments" contest and lucky draws contained in this promotion are final, conclusive and binding, and the organizers reserve their absolute and unfettered right to determine any outcome and to act or make any decision as it deems fit in any dispute(s) and/or issue(s) arising therefrom or relating thereto. The organizers shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the same.
20. **Determination / Amendment of Terms and Conditions:** notwithstanding anything contained in these Terms and Conditions, the organizers reserve the right at any time in its sole and absolute discretion to determine and/or amend, by addition to, subtraction from or variation of, these Terms and Conditions without prior notification, including but not limited to the eligibility terms and criteria, the selection of winners, the timing of any act to be done, the cancellation and/or modification of these Terms and Conditions and/or any contest or lucky draw pertaining to the promotion and all participants shall be bound by these amendments.
21. **Right of Disqualification / Termination / Redress:** In the event of a breach of any of the Terms and Conditions by any participant, or if for any reason this promotion is not capable of running as planned, or if this promotion or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper conduct of the promotion and processing of submissions or entries in accordance with these Terms and Conditions, or if

infection by computer virus, bugs, tampering, unauthorized intervention, actions by participants, fraud, technical failures or any other causes in the organizers' sole opinion and discretion corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the organizers reserve the right, at its sole discretion, to disqualify any participant in such breach or implicated in such action and/or to cancel, terminate, modify or suspend this promotion or any portion thereof. In the event this promotion is cancelled, the organizers reserve the right to award any prizes amongst all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification or suspension occurs, notification will be posted on the website pertaining to the promotion. Any attempt by any participant or any individual to deliberately damage any website or undermine the legitimate operation of the promotion will be treated as a violation of relevant criminal / civil laws and the organizer reserves the right to make a criminal complaint, seek redress, damages and other remedies from any such person to the fullest extent permitted by law.

22. Disclaimers: the organizers and/or their principal and /or any sponsors of prizes and/or any and all Internet server(s) and access provider(s), and each of their affiliates, subsidiaries, parent corporations, participating outlets, dealers, advertising and promotional agencies, and their respective shareholders, directors, officers, employees and agents (collectively "the Releasees"), are not responsible for any incorrect or inaccurate entry information, human errors, technical malfunctions, failures, omissions, interruptions, deletions or defects of any computer or Internet or telecommunication network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participants' or any other person's computer relating to or resulting from participation in the promotion, or any inability to access any site(s) relating or pertaining to the promotion, or theft, tampering, destruction or unauthorized access to, or alteration of, Entries, nor for data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any website or for any other reasons whatsoever, or for printing or other errors, or any combination thereof. Proof of entering information at any website pertaining to the promotion is not considered proof of delivery or receipt. Illegible, incomplete and duplicate entries will be disqualified. All Entries become the property of the organizers and will not be acknowledged or returned. False, fraudulent or deceptive submissions, entries or acts shall render participants ineligible. All participants release and waive any claim they may have against the Releasees for injuries, claims, damages or losses, costs or expenses of any kind resulting from acceptance of or possession of or arising out of use or misuse of a prize or parts thereof or from participation in this promotion.
23. Prize Disclaimers: all prizes are awarded as is. The Releasees make no warranties, representations or guarantees, express or implied, in fact or in law, in respect of any aspect of the prizes including, without limitation, quality, merchantability and fitness for a particular purpose, and the winner shall not look to the Releasees for such warranties or claims, if any. The Releasees shall not be responsible for any consequences including but not limited to loss of life, injury to person and/or damages to property or otherwise and/or any claim howsoever arising from or in connection with the promotion and/or the award and/or the failure or omission to provide the promotion and/or the award, or use of any prizes.
24. Indemnity: each participant (including his or her heirs, executors and/or administrators) hereby agrees to fully indemnify in every manner (including for legal costs and interest) and hold the Releasees harmless from and against any and all claims, losses or damage arising out of or in connection with the promotion, any prize, any breach of any obligation or warranty set out in these Terms and Conditions, or any claims, demands, actions and proceedings arising out of any infringement of copyrights and intellectual property rights due to the unauthorized use of any intellectual property rights, and hereby releases and discharges the Releasees from any and all such claims, losses and damage.
25. Trademark Notice: "Ricola" and the Ricola mark and logo are registered trademarks of Ricola Ltd., Baselstrasse 31, 4242 Laufen (Switzerland) and all trade marks, service marks and logos used in this promotion and website are the property of respective third party proprietors identified in this promotion and website. No licence or right is granted and participation in the promotion should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade marks, service marks or logos appearing on the publicity or promotional material or website pertaining to the promotion without the prior written consent of the respective proprietors thereof, nor should such trade mark, service mark or logo be used as a hyperlink or to mark any hyperlink to any other website save with the prior written consent of the respective proprietors.

26. Terms and Conditions prevail: in the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the promotion, these Terms and Conditions shall prevail.
27. Third Party Rights: these Terms and Conditions are not intended to confer rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise, and no third party shall have any right to enforce any provision of these Terms and Conditions.
28. Law and Jurisdiction: these Terms and Conditions shall be governed by the laws of the Republic of Singapore, and all participants shall be deemed to have agreed to submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.