

## Terms of Use

Last updated: 05/07/2021

Welcome to our Website (“**Website**”). We hope that you will enjoy your online experience. The terms below govern your use of our Website (these “**Terms**”).

By using our Website, you accept and agree to comply with these Terms; if you do not agree, please do not use our Website.

In these Terms: “**we**”, “**us**”, “**our**” and “**Nestlé**” mean Nestlé Vietnam Limited and its affiliates.

Other terms also apply to your use of our Website and they are incorporated herein by this reference. These include terms which will apply to contests, sales promotions and other features which may be made available on our Website from time to time. You agree to comply with such terms.

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## 1. Privacy and Cookies

Our Privacy Notice applies to any personal data shared on our Website. Find out more [here](#). Our Cookies Policies applies to the use of cookies and similar technology on our Website. Find out more [here](#).

If anything is unclear to you or you wish to discuss these Terms or our Website with Nestlé please see **How to contact us** below.

## 2. Your Use of our Website

In order to use our Website and/or submit your content you must be at least 16 years of age (or must have obtained consent from your parent or legal guardian to use and/or submit your content on our Website).

If you choose or are required to register on our Website, you ensure that your provided information is honest and correct. In case of any changes to such information, please tell us immediately. Please see **How to contact us** below.

Please feel free to explore our Website and, where available, contribute material to it, such as questions, comments, posts, ratings and reviews, information and multimedia content (e.g. pictures, videos, music, sounds, artwork) (“**User Content**”).

Your use of our Website and your User Content must be lawful and comply with these Terms.

Your use of our Website and your User Content must not:

(a) harm, harass or hurt other people or breach another person’s rights, including privacy, image and likeness;

(b) misuse or infringe any intellectual property rights, or contain anything confidential or proprietary to you or any other person or entity, or that you do not have the right to disclose generally to the public;

(c) be unlawful, defamatory (including towards Nestlé), obscene, vulgar, threatening, abusive, racist or xenophobic, promote or incite intolerance, hatred or violence, or otherwise offensive, objectionable or inappropriate;

(d) include commercial or other advertising or promotions;

(e) be false, fraudulent, misleading or malicious, impersonate any other person or misrepresent your identity or any other information about you;

(d) distribute virus, worm or other harmful computer code, test the vulnerability of our Website, lead to security issues, damage, disable or overburden our Website, or otherwise jeopardize, disrupt, overload, harm, impair or interfere with the functioning or integrity of our Website or systems or networks connected to our Website or with any other person’s use of our Website.

You must not nor try to: (a) make mass, automated or systematic extractions from our Website or use it within, or to create, another site, service or database, or try to re-sell it or re-distribute it; (b) decompile, reverse engineer, disassemble or otherwise reduce the code used in any software on our Website into a readable form; or (c) use any deep-link, page-scrape, spider robot, crawl, index, Internet agent or other automatic device, program, algorithm or any similar or equivalent methodology to use, access, copy, acquire information, generate impressions, input information, store information, search, generate searches or monitor any portion of our Website or Content.

Please note that Nestlé may immediately and without prior notice remove any of your User Content and/or suspend or terminate your use of our Website if we believe that you have not complied with these Terms. We may, but are not obliged, to monitor and review as well as edit, remove or refuse to post any of your User Content at our sole discretion at any time.

In any event, you are responsible for and should take all reasonable care when creating and providing your User Content. You promise that you will comply with these Terms. You may have legal liability to us and third parties if you do not. We may but not are obliged to report relevant breaches of these Terms to regulatory and law enforcement bodies.

Please let us know immediately if you have any complaints about any User Content, see **How to contact us** below.

### **3. Intellectual Property**

All content on our Website, including without limitation, text, photographs, graphics, artwork, trademarks, brands, logos, videos, sound, music, user interfaces, and code (collectively, “**Content**”), as well as look-and-feel of the Content, is owned by us or our licensors and is protected by copyright, trademark, patent, trade dress, sui generis/database rights and other intellectual property rights.

The trademarks, logos, characters and service marks displayed on our Website or used as a domain name (collectively “**Trademarks**”) belong to Société des Produits Nestlé S.A which licenses such use to us or are used with permission.

Nothing on our Website and these Terms shall be construed as granting any license or right to use any Trademark. You are advised that Nestlé will vigorously enforce its intellectual property rights to the fullest extent of the law.

You may access and reproduce extracts from our Website solely for your own private and non-commercial use provided that in all cases you respect the integrity of the Content and you retain (and do not remove, modify or by any other means jeopardize the integrity of such Content) any copyright notice on such Content (e.g. © 2019 Nestlé. All rights reserved.).

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to any other computer, server, website or any other medium for commercial purposes, without Nestlé's express prior written consent.

All other rights are reserved. Except as expressly provided in these Terms, any use of our Website, Trademarks or Content is strictly prohibited. You must obtain our prior permission for any other use of our Website or the Content, including any commercial use, which we may grant, withhold or condition at our sole discretion.

#### **4. Your User Content**

In order to submit your content, you must be at least 16 years of age (or must have obtained consent from your parent or legal guardian to submit your content on our Website).

You guarantee that: (a) you are the sole author and owner of your User Content and/or that you otherwise have the ability to grant us the Agreed Usage rights below because you have been given permission to do so by the author/owner(s) of your User Content and anything featured in it or by any person featured in your User Content (and if the author/owner(s) or person are a minor, their parent or carer); and (b) your User Content otherwise complies with our these Terms.

If you work for Nestlé or another business which itself works with Nestlé, you must have disclosed that relationship.

You grant to us and our affiliates all rights, permissions and consents and a worldwide, non-exclusive, royalty-free, perpetual, irrevocable and fully transferable license to use, copy, reproduce, modify, adapt, translate, publish, publicly display, distribute, sell, incorporate into other materials and create derivative works from your User Content (with or without your name or other names you submitted with your User Content) in any form and media for commercial purposes or other purposes (including but not limited to advertising, marketing and promotional materials) without restriction or infringement, including in order to amend and adapt your User Content, and without any approval or consent from or any payment or credit to you or any other person.

Any feedback, suggestions, information, data, ideas, materials, questions or comments you provide to us at our Website shall be deemed to be non-confidential. You agree to grant Nestlé all rights to use such feedback and material on an unrestricted basis for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Specifically, we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Website for any purpose whatsoever, including, but not limited to, developing, manufacturing, advertising and marketing products using such information. Any such use is without compensation to those providing the information, nor anyone else. Please note that Nestlé is free to decide whether or not to use your User Content and that Nestlé may already have developed (or may in the future develop) similar content or have obtained such content from other sources, in which case all intellectual property rights in this content remains with Nestlé and its licensors.

## **5. Ratings and Reviews**

If your User Content endorses or criticizes products or services, whether or not for any specific ratings or review part of our Website, then

- (a) you must be at least 16 years of age (or must have obtained consent from your parent or legal guardian);
- (b) you must not have received any compensation, consideration or offer of compensation or consideration from any entity in exchange for your User Content;
- (c) your User Content must not be provided because you have a contract or arrangement to do so or are under the control of a third party (whether or not the provider of the product or service or its competitor); and
- (d) your User Content, including information about yourself, must otherwise be honest and accurate providing your good faith opinion on your actual experience of the product or service, and it must not falsely express or imply that your User Content is sponsored or endorsed by our Website.

If you work for Nestlé or another business which itself works with Nestlé, you must have disclosed that relationship.

Your User Content must not include any information that references other websites, addresses, email addresses, contact information or phone numbers.

By submitting your email address in connection with your rating and review, you agree that Nestlé and its third-party service providers may use your email address to contact you about the status of your review and other administrative purposes.

## **6. Fitness, Nutrition, & Health Information**

The information on our Website is intended to impart general fitness, nutrition and health information, and it is not intended for diagnostic or treatment purposes. Nestlé is not engaged in rendering medical advice or services. You should consult your doctor for medical advice or services, including seeking advice prior to undertaking a new diet or exercise program. Advance consultation with your doctor is particularly important if you are under eighteen (18) years old, pregnant, breastfeeding, or have health problems. Never disregard professional medical advice or delay in seeking it because of something you have read on this Site.

Please note a few Nestlé websites are clearly directed to medical professionals and the information contained on these websites is not intended for general audiences.

## 7. Links

Our Website may contain links to third-party websites, social media platforms, mobile apps, and other products and services (such as third-party advertising) (“**third party platforms**”). We have no control over such third-party platforms, do not necessarily endorse them and we accept no responsibility for them, including as to their content, accuracy, or function. As a result, you must carefully review the legal and privacy notices of such third-party platforms, including keeping yourself informed of any changes to them. Your interaction with these linked platforms is at your own risk. Nestlé has no responsibility or liability for such third-party platforms and their terms and conditions.

If you operate a third party platform and wish to link to our Website, you may include a hyperlink on your own website to the home page of our Website (using the plain text name of our Website); provided that you do so in a manner compliant with these Terms, and you do not: (a) suggest in any way that you are affiliated with or endorsed or sponsored by Nestlé, (b) display the hyperlink or our Website in any way that is disparaging to Nestlé, (c) deep-link to any other page of our Website, or (d) frame our Website or any Content, or otherwise cause our Website or Content to appear in a window with any other material. We may withdraw any linking permission at any time at our sole discretion. You shall not use Nestlé’s name, logo, slogans, trademarks or any other words or codes identifying Nestlé as a hyperlink button, in a metatag or in any manner without Nestlé’s express written consent.

## 8. Disclaimer

We may change all or any part of our Website including by adding, removing or altering any Content, including User Content, at any time at our sole discretion. We may give prior notice to you but do not have to do so.

Our Website will not be available at all times. We may modify, suspend or withdraw operation of or access to our Website at any time at our sole discretion whether on a temporary or permanent basis including for maintenance and other technical reasons. We may give prior notice to you but do not have to do so.

Like all software-based services our Website cannot be promised to be free from errors or bugs. We shall have no responsibility to maintain the Content and our Website or to supply any corrections, updates, or releases in connection therewith.

We strongly recommend that you take care to verify the suitability and compatibility of your computer system prior to use of our Website including reasonable precautions to protect yourself against security issues such as through the installation of anti-virus software. If you choose to download or copy material from our Website, you do so at your own risk. We assume no liability for any damage or virus which could affect your computer equipment or other property by reason of your access to, use or downloading of any material from our websites or for any illegal intrusion or intervention in our IT systems.

Our Website is a dynamic environment and inaccuracies and errors may occur from time to time. We are not responsible for (and do not necessarily agree with and endorse) your or any other User Content on our Website and you should apply particular caution when using it. Always take specialist advice when needed. Any reliance upon materials on our Website shall be at your own risk.

Our Website is not a storage service and you should keep copies of all your User Content.

Our Website and its Content is delivered to you on an “as is” and “as available” basis. To the fullest extent permitted by law, we make no representations or warranties of any kind, express, implied, statutory or otherwise, including but not limited to any warranties of accuracy, merchantability and fitness for a particular purpose, non-infringement, any warranties that our Website or Content will be complete, accurate, reliable, timely, error-free, uninterrupted, secure or free from viruses, or that any advice or opinion obtained from Nestlé through our Website is accurate or to be relied upon, and we exclude all conditions, warranties, representations and terms of any kind that may apply to our Website or Content and your use of or reliance on it.

### **9. Limitation of liability**

Nothing in these Terms affects your statutory rights as a consumer.

We shall have no liability for loss, damage or costs of any kind, howsoever arising (including but not limited to negligence), whether direct or indirect, under or in connection with our Website or the Content and your use of or reliance on our Website or the Content.

Except where prohibited by law, in no event will we be liable to you for any indirect, consequential, exemplary, special, incidental or punitive damages, costs or losses whatsoever, including without limitation lost data, lost profits or business interruption.

To the maximum extent permitted by applicable law, you expressly waive all claims against Nestlé, its officers, directors, employees, suppliers and providers that may arise from your use or access of our Website.

### **10. Indemnity**

You agree to indemnify and hold Nestlé, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, damages, liability, claims or expenses (including attorneys’ fees), made against Nestlé by any third party due to or arising out of or in connection with your use of our Website, the submitted User Content or your breach of these Terms.

### **11. How to contact us**

This Website is operated by Nestlé Vietnam Limited, a limited liability company, having address at No. 7, Street 17A, Bien Hoa 2 Industrial Zone, An Binh Ward, Bien Hoa City, Dong Nai Province.

If you have any question or comment regarding our Website, please feel free to contact us by (i) email at [consumer.services@vn.nestle.com](mailto:consumer.services@vn.nestle.com), (ii) phone at 18006699 or (iii) regular mail at the following address.

*Consumer Engagement Service*

*Representative Office of Nestlé Vietnam Limited in Ho Chi Minh City*



*HMTC Tower, No. 138-142 Hai Ba Trung Street, Da Kao Ward, District 1, Ho Chi Minh City, Vietnam*

## **12. Changes to these Terms**

We reserve the right to make changes to these Terms at any time at our sole discretion. We may give prior notice to you but do not have to do so. You are responsible for regularly reviewing these Terms. Your continued use of our Website following the posting of changes to these Terms and such terms will mean that you accept and agree to the changes.

## **13. Geographic Scope**

Our Website and products are for users in Vietnam only and may not be appropriate for use elsewhere. Please contact our local distributor to obtain more information about the products and services in your country. Nestlé makes no representation that the products, services, and content on our Website are appropriate or available in locations other than Vietnam. If you access our Website from another territory, you are responsible for compliance with any applicable laws.

## **14. Governing Law, Dispute resolution**

You and Nestlé agree that any claim or dispute relating to our Website shall be governed by the law of Vietnam, without regard to its conflicts of laws provisions, and subject to the exclusive jurisdiction of the competent court.

## **15. General**

These Terms constitute the entire agreement between you and Nestlé with regard to your use of our Website and Content, and supersede any and all other written or oral agreements or understandings previously existing between you and Nestlé with respect to such use. If any of the provisions of these Terms are held by a court to be void or unenforceable, such provisions shall be modified or deleted to the extent necessary and replaced with a valid provision that best embodies the intent of these Terms, so that these Terms shall remain in full force and effect. Any failure or delay by Nestlé in enforcing (in whole or in part) any provision of these Terms will not be interpreted as a waiver of Nestlé's rights or remedies. These Terms shall not be interpreted or construed to confer any rights or remedies on any third parties.

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