

# TERMS AND CONDITIONS OF THE PROMOTION

## “TRAVEL WITH TOBLERONE”

### 1. ORGANISER AND PRODUCTS OR BRANDS COVERED BY THE PROMOTION

Mondelez World Travel Retail LLC, (hereinafter, the ‘Promoter’) with registered office at Lindbergh-Allee 1, Glattpark 8152, SWITZERLAND and VAT number CHE-412.178.599, is organising the ‘TRAVEL WITH TOBLERONE’ promotion in order to encourage the purchase of the promoted products. The products that are the object of the promotion (hereinafter referred to as ‘Promotional Product’ or ‘Promotional Products’), will be:

- Toblerone Milk Bar 360g
- Toblerone Gingery Orange Bar 360g
- Toblerone Milk UK Bar 360g
- Toblerone Fruit & Nut Bar 360g
- Toblerone Crunchy Almonds Bar 360g
- Toblerone Dark Bar 360g
- Toblerone White Bar 360g
- Toblerone Bundle Milk 4×100g
- Toblerone Bundle Classic Collection 4×100g
- Toblerone Bundle Flavors Collection 4×100g
- Toblerone Pralines Box 380g
- Toblerone Tiny Milk Bag 256g
- Toblerone Tiny White Bag 256g
- Toblerone Tiny Dark Bag 256g
- Toblerone Tiny Milk Bag 504g
- Toblerone Tiny Crunchy Almonds Bag 256g
- Toblerone Tiny Mix Bag 256g
- Toblerone Tiny Crunchy Almonds Mix Bag 256g
- Toblerone Tiny Mix Bag 504g
- Toblerone Tiny Milk UK Bag 504g
- Toblerone Tiny Milk Qatar Bag 504g
- Toblerone Tiny Milk Spain Bag 504g
- Toblerone Tiny Milk Dubai Bag 504g
- Toblerone Milk Messages Bar 360g
- Toblerone Milk Jumbo Bar 4.5kg
- Toblerone Golden Caramel Bar 360g

### 2. ELIGIBILITY TO PARTICIPATE IN THE PROMOTION

All natural persons over 18 years of age, who purchase at least two (2) of the products in the promotion in the selected points of sale, and who meet all the requirements established in these terms and conditions (hereinafter, the ‘Participant’ or the ‘Participants’) may participate in the promotion.

The selected points of sale of the promotion are:

- Duty Free Zurich Level 1 Main Store
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No participations will be accepted from employees of the **Promoter** or related companies, nor from advertising agencies, nor from the companies collaborating in this Promotion. The participation of relatives up to the first degree of all of them will not be admitted either.

### **3. GEOGRAPHICAL SCOPE OF THE PROMOTION**

The promotion will take place in all Switzerland's territory.

### **4. REWARD**

The reward (hereinafter, the 'Reward' or 'Gift codes') in this promotion will consist of one (1) gift code of 47 CHF worth of credit balance redeemable for hotel discounts through the Travel Credits platform on the website <https://en-ch.travelcredits.com/>.

The user will be able to redeem their 47 CHF balance by deducting up to a maximum of 20% of the total value of the booking. If the user does not use all the available credit in a single booking, the balance may be used up in discounts on future bookings.

The codes cannot be accumulated.

The gift can only be used solely and exclusively on the Travel Credits website mentioned in this section.

The gift and discounts cannot be used directly with the hotels or through other websites than the one mentioned above.

Not all bookings are cancellable and those that are refundable must be cancelled at least 72 hours before the booking date.

The full terms and conditions of the Travel Credits platform are available via the following link: <https://en-ch.travelcredits.com/terms-and-conditions/>.

### **5. TIME SCOPE OF THE PROMOTION**

The period for purchasing the promotional product will be from 00:00 on 02/12/2024 until 23:59 on 31/01/2025, CET (hereinafter, the 'promotional period').

The period to participate by registering on the promotional website with the purchase receipt will run from 00:00 on 02/12/2024 until 23:59 on 15/02/2025, CET (hereinafter, the 'Participation Period').

The period to enjoy the reward will run from 00:00 on 02/12/2024 until 23:59 on 15/02/2026, CET (hereinafter, the 'enjoyment period').

The period for claims related to the participation will end 60 calendar days after the end of the participation period.

### **6. FREE NATURE OF THE PROMOTION**

The promotion is free of charge and does not in itself imply any additional payment to obtain the prize (beyond the purchase of the promoted product including any costs associated with this purchase). In this case, the prize will consist of discounts or vouchers for future purchases of products or services. However, the costs of calls, telephone messages, e-mails, post, faxes or any other communication or sending of documentation to be made by the participant in accordance with the provisions of these terms and conditions, shall be borne by the participant. Under no circumstances will such communications imply any additional charges on the part of the **Promoter**.

## 7. COMMUNICATION OF THE PROMOTION

The communication of this promotion will be carried out through promotional posters at the point of sale, digital communication of the Promoter, through its social networks, as well as on the promotional website [www.travelwithtoblerone.com](http://www.travelwithtoblerone.com) and on the website of the Promoter.

## 8. MECHANIC OF THE PROMOTION

A participant will be a person entitled to participate in section 2 who correctly complies with the following mechanics:

1. **Make a purchase of at least two (2) units** of any of the promotional products indicated in section 1, **during the promotional period in a selected shop.**

2. **Access the promotional website [www.travelwithtoblerone.com](http://www.travelwithtoblerone.com)** during the participation period and **complete the registration form**, providing the following information:

a) First name.

b) Surname.

c) E-mail address.

e) Date of birth.

f) Country of residence.

i) Reason of purchasing.

j) Other products purchased.

l) Image of the receipt, invoice or legal proof of purchase in PDF, JPG or PNG format, less than 10 MB in size, clearly showing the details of the promotional product purchased, as well as the amount, the date and time of purchase, the establishment and the receipt or proof of purchase number.

**Each purchase receipt may only be used once (1) and will entitle the participant to one (1) reward, regardless of whether more than two (2) products have been purchased.**

m) On a mandatory basis, the participant must confirm that he/she has read and accepts these terms and conditions and the privacy policy by ticking the appropriate boxes on the registration form.

n) Optionally, the participant may accept to receive commercial communications from the Promoter through the box provided for this purpose on the registration form.

The participation will be registered when the participant submits the registration form and receives on screen the confirmation that the registration has been successfully completed, as well as the receipt of the corresponding acknowledgement of receipt by e-mail.

**Within a maximum of fifteen (15) working days**, the Promoter will check that the data provided by the participant is correct and fully complies with these terms and conditions and will proceed to send the participant an email with his/her gift code and instructions on how to redeem his/her reward at Travel Credits.

## 9. MECHANICS FOR THE ENJOYMENT OF THE REWARD

Once received the **gift code** and access pin according to section 8 above, and during the **enjoyment period**, the participant must follow the following steps to redeem it in **Travel Credits** and enjoy their 47 CHF credit balance in hotel discounts:

1. Access the Travel Credits platform through <https://en-ch.travelcredits.com/>
2. Enter the gift code and the access pin received.
3. Select the destination, number of people and details of the trip.
4. Consult all the available hotels. The final price of the reservation will appear on the screen with the discount applied. The result page will allow you to filter by refundable bookings, room type or by zones.

The maximum discount per booking will be 20% of the original price in the platform.

5. Select the hotel, the type of stay, extras and the room.
6. Make the corresponding payment for the booking.

Once payment has been made, the participant will receive an email confirmation of their booking. They will also be able to consult and manage their booking through their personal area.

Only those bookings that appear on the website as refundable can be cancelled if requested at least three (3) working days prior to the booking date.

In cases where the participant does not use all of their credit on a booking, they may re-access the platform by entering their **gift code** and **access pin** to use the remaining balance.

For any management or query about their booking, the user must access their profile by re-entering their gift code and access pin.

Participants can use their gift code to access the **Travel Credits** platform as many times as they wish to consult the available hotels during the entire **enjoyment period**. The gift code, access pin and balance will only be cancelled when the participant has redeemed all the balance associated with their gift code, or on 15/02/2026, whichever comes first.

## 10. GENERAL CONDITIONS OF THE PROMOTION

The consumer may participate as many times as he/she wishes by complying with the promotional mechanics described in **section 8** of these terms and conditions.

Each purchase receipt may only be used once (1), regardless of the number of products on it that are eligible to participate.

Proof of payment by bank card, order forms, packing slips, delivery notes, handwritten documents or other documents other than the original till receipt or purchase invoice will not be considered valid for participation in the promotion.

Gift vouchers that do not specify the date, place of purchase and product description will not be accepted.

Entries that include proof of purchase or previously registered photographs that are totally or partially illegible, as well as those that show signs of having been manipulated or do not contain all the information described in **section 8** of these terms and conditions, will be rejected and therefore excluded from the promotion.

The return of the product on promotion implies the loss of the right to participate in the promotion and obtain the gift. If the return is made after the participant has obtained the gift, the **Promoter** reserves the right to claim the amount of the gift obtained from the participant, without prejudice to any legal action that may be taken.

The **Promoter** declines any responsibility for incidents related to the entry of erroneous data by the participant in the registration form, failures in the access to the different pages and sending of participation responses via email, so it will be the responsibility of the participant to claim from the

**Promoter** any communication not received within the established deadlines.

Participants must receive the reward in the kind indicated, without it being possible in any case to exchange it for the economic value of the reward. The reward may not be subject to any change, alteration, compensation or transfer at the request of the winners.

The sale or marketing of the reward is prohibited.

The **Promoter** reserves the right to exchange the reward for one of equal or greater value.

The **Promoter** reserves the right to take legal action against any person who carries out any act that could be considered as manipulation or falsification of the participation.

If a winner does refuse or resign of the reward, he/she will not entitle him/her to any indemnity or compensation.

The **Promoter** accepts no responsibility for possible losses, deterioration, theft, delays or any other circumstance attributable to third parties that may affect the development of this Promotion.

The winners and participants exempt the **Promoter** and its collaborators from any liability arising from any damage they may suffer during the enjoyment of the reward that is the object of the present promotion.

The **Promoter** reserves the right to make any changes it deems appropriate to these terms and conditions at any time and to take the appropriate measures to resolve conflicts or difficulties that may arise in the Promotion, provided that they are justified, do not unduly harm the Participants in the Promotion and are duly communicated.

Both the promoted products in general, as well as any of their specific references, may not be permanently or temporarily available at some specific points of sale. The **Promoter** is not responsible for the impossibility of finding the promoted products or any of their references in the specific points of sale.

## **11. DISQUALIFICATION OF PARTICIPATIONS**

Entries that do not comply, or irregularly comply, with the steps of the mechanics mentioned in **section 8** above, that exceed the limitations of **section 10** above, that do not meet the requirements and conditions mentioned in these terms and conditions will be disqualified. In such cases, the participant will lose the right to enjoy the reward and/or any kind of compensation.

Likewise, persons who make illegitimate use, receiving help and/or advantage to manipulate the participation, will be disqualified. Entries with incomplete, manipulated or false information will also be disqualified.

Entries received after the deadlines set out in these terms and conditions will be rejected.

The **Promoter** reserves the right to exclude from the campaign any person who uses false methods of purchase or participation.

## **12. CONTACT**

The participant may contact the Customer Service Department exclusively for the 'Travel with Toblerone' promotion via the following e-mail:

[hello@travelwithtoblerone.com](mailto:hello@travelwithtoblerone.com)

## **13. RESPONSABILITY**

Any password or code in the possession of or sent to the participant will be considered as a bearer ticket. Their loss, theft, or damage that renders them unusable or illegible shall not entitle the participant to a replacement, for which reason the **Promoter** shall have no liability whatsoever.

The **Promoter** is exempt from any liability for any possible incidents generated by the participant's non-compliance with these terms and conditions.

## **14. PROCESSING OF PERSONAL DATA**

### 1. Data controller:

Mondelez World Travel Retail LLC

### 2. Purposes of processing:

- i. To manage participation in the promotion.
- ii. To manage contact with participants and winners.
- iii. Management and delivery of the rewards.
- v. Conduct qualitative satisfaction surveys after the end of the promotion.
- vi. Settling applicable taxes.
- vii. If you have given your consent, your personal data will be processed to send you commercial communications by any means (post, email and telephone) in accordance with the provisions of the Privacy Policy.

### 3. Basis of legitimacy:

Personal data, for the purposes set out in 2.1 to 2.6, will be processed as necessary to fulfil your participation in the promotion.

Participants' personal data for the purpose set out in 2.7 will be based on consent.

In addition, personal data of winners will be processed on the basis of compliance with a legal obligation.

### 4. Data recipients:

Your data will not be passed on to third parties.

However, TLC Marketing Worldwide Iberia S.L., the company in charge of managing the promotion, will have access to your data as the data processor, using the data only to carry out the services entrusted by the Promoter relating to the management of the promotion, management of participations, communications with participants and winners, delivery and management of the gifts and communication of winners.

### 5. Conservation period:

The personal data will be processed for the time necessary to fulfil the purposes for which they are collected and after this period, for the period provided for by law with regard to the prescription of responsibilities.

### 6. Security measures:

The **Promoter** has adopted the necessary technical and organisational measures to guarantee the security and integrity of the data, as well as to prevent its alteration, loss, processing or unauthorised access.

### 7. Exercise of rights:

You may exercise your rights of access, rectification, deletion, limitation of processing, portability and opposition, providing proof of your identity, by emailing [MDLZDataProtectionOfficeMEU@mdlz.com](mailto:MDLZDataProtectionOfficeMEU@mdlz.com). In the event that your rights are not properly addressed, we inform you of your right to file a complaint with any competent data protection authority.

See the complete Privacy Policy at <https://privacy.mondelezinternational.com/eu/en-gb/privacy-notice/>

The **Promoter** cannot verify the veracity of the data provided, so it is the participant's responsibility to provide truthful, correct and updated data.

In order to measure the satisfaction of the participants in qualitative terms and to draw lessons for future promotional campaigns of the **Promoter**, the participant is informed that, by email or telephone, he/she will be asked for an opinion on the present promotional campaign while thanking him/her for his/her participation in it, and, if provided by the participant, they will be used only for the purpose of evaluating the success of the campaign.

## **15. ACCEPTANCE OF THESE TERMS AND CONDITIONS**

Participation in the promotion implies express and unreserved acceptance of these terms and conditions, which will be available to any interested party:

- On the promotional website.
- At the postal address of the **Promoter's** offices.

## **16. APPLICABLE LAW AND JURISDICTION**

These Terms and Conditions are governed exclusively by Swiss Law (excluding the conflict of laws provisions of Swiss international private law and the Vienna Sales Convention). Any dispute that may arise in relation to these Terms and Conditions shall be settled, waiving any other jurisdiction that may correspond to the parties, in the competent courts of the city of Zurich.