

NESTLÉ BAR ONE “THE NEXT ONE 2.0” PROMOTION 2025

- 1.1. Participation in this Competition is governed by these Terms and Conditions (the “**Rules**”).
- 1.2. Participants are encouraged to review the Rules before entering into the Competition and acknowledge that they have been given an appropriate opportunity to do so and that they understand and accept these Rules.
- 1.3. This competition is operated by NESTLÉ (South Africa) (Proprietary) Limited (“**NESTLÉ**”) in conjunction with GupShup Pty (Ltd) and Jupicorp Pty (Ltd) T/A TMARC (Pty) Ltd (the “**Promoters**”).
- 1.4. Participation in the Competition constitutes acceptance of these Rules and Participants agree to abide by these Rules.

By participating in this Competition, Participants agree to the rules set out below.

2. This Competition is limited to legal residents and/or legal citizens of South Africa. In addition, the following people shall not be eligible to participate in this Competition:
 - 2.1. Directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoters.
 - 2.2. People who are not legal residents and/or legal citizens of the Republic of South Africa.
 - 2.3. Spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified above.
 - 2.4. Persons under the age of 18 years.
3. The Competition will commence on **24 February 2025** and will end on **30 April 2025**. No entries received after 23h59 on **30 April 2025** will be considered.
4. Mechanics
 - 4.1. To participate in this Competition, Participants must adhere to the following:
 - 4.1.1. Buy ANY **2 Nestlé BARONE Countlines** (the “Participating Products as listed in 4.2. below),

4.1.2. Send the keyword “25-Hours” to the Competition WhatsApp line 073 085 2130 and follow the prompts to enter.

4.2. The Participating Products include:

Barcode	Description
6009188006273	NESTLE BARONE 84g (2x42g)
6009188006266	NESTLE BAR ONE 52g
6001068643905	NESTLE BAR ONE 21g
6009188006501	NESTLE BAR ONE Mini Bag 189g

4.3. Products purchased instore and online or via e-commerce platforms are valid for entry. Please ensure to keep till-slip or e-receipt as proof of purchase should you be selected as a winner.

5. The Prizes

Participants in this Competition stand a chance to win one of the following prizes:

5.1. Participants who submit valid entries via WhatsApp will be entered into the relevant prize draws for a chance to win:

5.1.1. One (1) of Twenty-five (25) Twenty-five thousand Rand (R25 000.00) towards the following:

- 5.1.1.1. Education, OR
- 5.1.1.2. Your business OR
- 5.1.1.3. Cash

5.1.2. . For the avoidance of doubt there shall be 25 winners who will each win R25 000.00 towards the following:

- 5.1.2.1. Education, OR
- 5.1.2.2. Your business OR
- 5.1.2.3. Cash

5.2. The cost of WhatsApp entry is for the account of the Participant.

6. The Prizes / Draws

6.1. All unique/positive entries will be entered into **RANDOM DRAW(S)** that will be held as follows:

6.1.1. Twenty-five (25) Winners of prizes will be drawn in the week of the 5 May 2025.

6.1.2. All draws will be held in the presence of the Nestlé Confectionery brand team and Nestlé legal team.

6.2. The prizes are non-transferable.

7. **How to claim your prize:**

7.1. At the time that a potential prize winner is identified, the potential prize winner will receive a telephone call from a representative of the Promoters at which point he/she may be required to answer a few questions regarding his/her eligibility as well as be requested to submit certain documents such as proof of purchase (receipts) and a copy of his/her ID and/or driver's license to the Promoters representative.

7.2. The potential prize winner is not an actual winner until his/her submission is validated and his/her documents are completed and submitted to the Promoters. If a potential prize winner does not meet the eligibility requirements, the prize will be forfeited and a runner up finalist will be deemed the potential prize winner subject to the terms and conditions herein.

7.3. If the Promoters are unable to reach any of the potential prize winners after 3 (three) attempts made within 3 (three) working days of their name being drawn, for whatsoever reason, including incorrect telephone numbers or inoperative telephone numbers, such winner will be disqualified and a runner up finalist will be deemed the potential prize winner subject to the terms and conditions herein.

7.4. Eligible winners will have their prizes delivered to them or transferred by a representative of the Promoters based on the information they will have shared via the above-mentioned telephonic conversation.

7.5. Participants may enter the competition as many times as they wish over the promotional period, provided that Participants purchase a Participating Product each time. Entry is also subject to the following conditions:

7.5.1. All entries from disqualified participants' mobile numbers will be rejected;

- 7.5.2. Only one prize per household and per person;
 - 7.5.3. Only 1 win per unique MSISDN; and
 - 7.5.4. Participants are required to upload valid till slips, proving product purchase.
 - 7.5.5. It is reasonably expected that each entry will represent a purchase you have made of a Participating Product, e.g. 3 entries will result in the requirement to produce 3 unique till slips.
- 7.6. Blocked Participants have an opportunity to call the Nestlé Call Centre on 011 514 6116 or 086 009 6116 between 09h00 – 16h30 Monday to Friday should there be a valid reason, which is accepted by the Promoter, for the Blocked Participants to be allowed to enter the Competition.
- 7.7. Participants must enter on a phone that is owned and registered to that person. No other person can use another person's phone for Competition entry purposes. If it is discovered that participants have entered on a phone that is not registered to them, they will be disqualified and the entrant will be requested to refund the prize(s) to the Promoters.
- 7.8. The mobile number is key to all entries, if the participant has won on a particular mobile number, they cannot use another number in order to be contacted further, and this number needs to be a number that is contactable during office hours.

8. Promotional Material and Marketing Activities

- 8.1. The Promoters may require the winners (at no fee) to be identified, photographed and the photograph or related article published in printed media, or to appear on radio and television, when accepting their prizes and/or after receiving their prize.
- 8.2. Should this become necessary, the winners may be required to sign a letter of consent and the Promoters shall have the right to use any photographs of any of the winners in perpetuity.
- 8.3. The winners have a right to decline the invitation to use their image in marketing material or to participate in any marketing activity.

9. General

- 9.1. The judges' decision is final, and no correspondence will be entered into.

- 9.2. The Promoters may require the winner to complete and submit an information disclosure agreement to enable the Promoters to ensure compliance with these Rules. Should the winner be found, in the Promoters sole discretion: not to be eligible to win; not to have complied with these Rules; their conduct can be reasonably interpreted as scamming; acted fraudulently with regards to the Competition; and if it would be unlawful to award the prize, he/she will automatically be disqualified and/or the prize will be forfeited. Winners may also be required to sign acceptance of prizes and indemnity documents.
- 9.3. The prize is not transferable, and no substitution or cash redemption of prizes is permitted. The prize will not be handed/awarded to a third party, but only to the verified prize winner.
- 9.4. The Promoters reserve the right, at their sole discretion, to substitute the prize with any other prize of comparable or greater commercial value for whatever reason.
- 9.5. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoters and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.
- 9.6. By entering this Competition you authorise the Promoters to collect, store and use (not share) personal information of Participants for communication or statistical purposes. You are entitled to decline any marketing communication by emailing consumer.services@za.nestle.com . Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and Nestlé's privacy policy.
- 9.7. Participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Participants shall at all times be entitled to decline the above request. Participants that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the Promoters.
- 9.8. Nothing in these Rules is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoters in terms of the Consumer Protection Act, 68 of 2008 ("CPA").

- 9.9. All Participants participate entirely at their own risk. By reading and accepting these Rules, the Participants give consent to these risks and hereby indemnifies and holds harmless the Promoters, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any of the Promoters.
- 9.10. The Promoters, their directors, employees, agents and distributors accept no responsibility and they will not, in any circumstances, be liable to compensate the Participants, or accept any liability for: (a) any inability by the Participant to use the prize in part or at all; (b) the lack of quality or any other aspect of any service which is or should be provided at any venue(s) in relation to the prize; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of the prize.
- 9.11. The Promoters, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any prize nor in respect of any warranties or undertakings given by any person other than the Promoters themselves.
- 9.12. The Promoters reserve the right to terminate or extend the Competition at any time. In the event of such termination or extension, all Participants agree to waive (give up) any rights that they may have in terms of the Competition and acknowledge that they will have no recourse against the Promoters, their advertising agencies, advisors, suppliers and nominated agents.
- 9.13. By entering the Competition, Participants acknowledge that the Competition will be managed in accordance with the provisions of the CPA. Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the prize to the Participant. Should any Participant refuse or be unable to comply with this requirement, the Participant shall be deemed to have forfeited the prize.
- 9.14. Notwithstanding anything to the contrary contained in these Rules, the Promoters reserve the right to amend, modify, change, postpone suspend or cancel this Competition, the Rules and any prize (which has not yet been allocated), or any aspect thereof, without notice at any time, for any reason which the Promoters

deem necessary. At the end of the Competition for whatsoever reason, all of the Promoters' obligations in regard to the Competition as well as in regard to the prizes shall cease to exist.

9.15. These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa and any Participant and Nestlé consent to the non-exclusive jurisdiction of the High Court of South Africa.

9.16. For further information or enquiries please email our consumer services at consumer.services@za.nestle.com or call us on 086 0096 116. Calls to this number will be charged by your cellular network service provider.