

NESTLÉ® NESPRAY® iPLUG YES'KOLO

COMPETITION TERMS & CONDITIONS

REPUBLIC OF SOUTH AFRICA

1. Introduction

- 1.1. Participation in this Competition is governed by these terms and conditions (the “**Rules**”).
- 1.2. You, as the participant, are encouraged to review the Rules before entering 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 (Pty) Limited (“**Nestlé**”) in conjunction with Jupicorp (Pty) Ltd t/a TMARC (the “**Promoters**”).
- 1.4. Your participation in the Competition constitutes acceptance of these Rules and you 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 the Republic of South Africa. In addition, the following people will **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. Spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified above.
 - 2.3. People who are not legal residents and/or legal citizens of the Republic of South Africa.
 - 2.4. Persons under the age of 18 years.
3. The Competition shall commence on **1 August 2024** and will end on **30 September 2024** (“**Promotional Period**”). No entries received after midnight 23:59 on **30 September 2024** will be considered.

4. Competition Mechanics

To participate in this competition, participants are required to purchase any participating Nestlé NESPRAY® FORTIGROW® pack (participating products listed below) and dial *120*541# and follow the prompts. All unique/positive entries will be entered into random draws to stand a chance to win the below prizes. **Keep proof of purchase (receipt/till slip) to be able to redeem your prize.**

4.1. Participating Products

The following products are Participating Products:

	Product	Barcode
4.2.1.	NESPRAY® 400g ZA	6009188003586
4.2.2.	NESTLE NESPRAY® 850g ZA	6009188005771
4.2.3.	NESPRAY® 250g ZA	6001068709007
4.2.4.	NESPRAY® 1.8kg+200g Value Pack (NEW) ZA	6009188007812
4.2.5.	NESPRAY® 900g ZA	6001068272709

- 4.2. USSD sessions are charged from your airtime or billing balance and costs 20c for every 20 seconds you use the service (Free minutes do not apply.) The average time for entry is under 20 seconds so your call should not exceed more than 40 seconds. Please ensure you terminate the call when complete to stop the call.
- 4.3. Participants may enter the competition as many times as they wish over the Promotional Period, provided that participants purchase any Participating Product each time and complete the competition entry, keep valid copies of their till slips and enter a valid barcode, subject to the following conditions:
- 4.3.1.
- 4.3.2. All entries from disqualified participants' mobile numbers will be rejected.
- 4.3.3. Only one prize per household and per person
- 4.3.4. Only 1 win per unique MSISDN
- 4.3.5. Participants are required to provide valid till slips, proving product purchase.
- 4.3.6. 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 till slips.
- 4.4. Any mobile number that enters an incorrect or used till slip 5 (five) times in succession will be locked out of the Competition for the entire duration of the promotional competition ("**Blocked Participants**")
- 4.5. 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 Promoters, for the Blocked Participants to be allowed to enter the Competition.

- 4.6. Participants must enter on a Mobile phone that is owned and registered to that person. No other person can use another person's Mobile 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 prizes to the Promoters.
- 4.7. The cellphone number is key to all entries, if the entrant has won on a cellphone number, they cannot use another number to be contacted further, this number needs to be a number that is contactable during office hours.
- 4.8. Participants must enter a valid Republic of South Africa identity number (ID number) or valid permanent residency permit number (and passport number for a holder of a permanent residency permit) is key to all entries. No person can use another person's identity/permit number for competition entry purposes. If it is discovered that participants have entered an identity/permit number that is not theirs, they will be disqualified, and the entrant will not be eligible for the prize.

5. **The Prizes**

- 5.1. Participants who submit valid entries via USSD will be entered into the relevant prize draw and stand a chance to win the following prize on offer:

6. **Claiming your Prize**

- 6.1. All unique/positive entries will be entered into random draws that will be held during the week

6.1.1. 1 of 60, R10,000.00 (Ten Thousand Rand) school bursary's to be paid directly to the educational institution per 6.4 below.

6.1.2. The total value of the complete prize pool for this campaign is R600,000.00 (Six Hundred Thousand Rand). Submission of all required documentation related to potential winners being awarded a prize are for the participating consumer's account i.e. data costs associated with document submission.

- 6.2. The prizes are non-transferable and cannot be exchanged for cash.

6.3. **Draw dates are as follows;**

- **8th August 2024**
 - **6 Bursary Winners**
- **16th August 2024**
 - **6 Bursary Winners**
- **23rd August 2024**
 - **6 Bursary Winners**

- **30th August 2024**
 - **6 Bursary Winners**
- **6th September 2024**
 - **6 Bursary Winners**
- **13th September 2024**
 - **6 Bursary Winners**
- **20th September 2024**
 - **6 Bursary Winners**
- **27th September 2024**
 - **6 Bursary Winners**
- **1st October 2024**
 - **12 Bursary Winners**

6.4. Validated winners **will not** have the funds paid to them but rather to the educational institution for which the bursary is applicable. The bursary may be allocated to a single child and may not exceed R10,000.00 (Ten Thousand Rand).

6.5. The institution must be a registered entity with the Department of Basic Education or the Provincial Department of Basic Education and will be required to provide proof of banking details and existence as a legitimate educational entity prior to having the funds paid. Once the funds are paid, the responsibility of the management of the funds in respect of allocating them to the related functions / outputs rests with the educational institution and not with Nestlé.

6.6. 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 (receipt/s) and a copy of his/her Republic of South Africa ID and/or driver's license to the Promoter's representative.

6.7. A potential prize winner is not an actual winner at the time of being contacted. Contact is made with a potential prize winner to ensure that the required receipt/s is available. Once the till slip has been supplied and validated, the mobile number of the potential winner is placed into a randomised draw process from which they could be selected as the final winner. The final winner may be required to submit additional documentation as determined by the Promoters. If a potential prize winner does not meet the eligibility requirements, the prize will be forfeited and a redraw will be executed subject to the terms and conditions herein. A potential prize winner will also have 48 hours to produce the relevant documentation before forfeiting the prize and a runner up chosen.

6.8. 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 mobile number being drawn, for whatsoever reason, including incorrect telephone numbers or inoperative telephone numbers or no answer, such a potential winner will be disqualified and a redraw will be executed.

7. Promotional Material and Marketing Activities

7.1. 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.

7.2. 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.

7.3. The winners have a right to decline the invitation to use their image in marketing material or to participate in any marketing activity.

8. General

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

8.2. The Promoters may require the winner to complete and submit an information disclosure agreement to enable the Promoters to ensure compliance with these Rules.

8.3. 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.

8.4. A Participant, potential prize winner and/or prize winner may, at the Promoters' sole discretion, be disqualified from the Competition and/or forfeit his/her prize if: (i) such person's participation in the Competition and/or the awarding of a prize to such participant would, as solely determined by the Promoter(s), be harmful to the goodwill and/or reputation of any of the Promoter(s); or (ii) such person engages in any unsafe, illegal, unsociable or inappropriate behaviour.

8.5. 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.

8.6. 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.

8.7. Prize visuals on any competition and/or promotional materials are for illustrative purposes only.

- 8.8. 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.
- 8.9. In terms of the data protection laws and Nestlé's Privacy Notice, Nestlé and/or the Promoters will have to process the following personal information receive directly from you and belonging to you: name; address; email; cell phone or telephone contact details; and certain preferences about you (where and if applicable). Your personal information will be shared on a need-to-know basis with certain third parties, for the purposes of giving effect to this Competition, including lawyers, advertising agencies, auditors, and/or regulators. Whilst we hold your personal information, we will keep it safe and secure until the purpose for holding it has come to an end, whereafter it will be destroyed, and you accept that by entering into this Competition that you agree that we may process your personal information as indicated above.
- 8.10. For more details on how we may deal with your personal information please see our standard Privacy Notice on our website - <https://www.nestle-esar.com/info/yourdata>. For any questions or clarifications regarding the processing of your personal information, you may contact us by emailing dataprotection@za.nestle.com or Dial + 27 86 009 6116.
- 8.11. By entering this Competition, you authorize the Promoters to process the personal information of Participants for communication or statistical purposes. Any personal data submitted by you will be used solely in accordance with current Republic of South Africa data protection legislation and Nestlé's privacy policy. For any questions or clarifications regarding the processing of the Participant's personal information, you may contact us by emailing dataprotection@za.nestle.com or Dial 086 0096 116.
- 8.12. 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.
- 8.13. 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 (the "**Act**").
- 8.14. 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.

- 8.15. 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.
- 8.16. 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.
- 8.17. 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.
- 8.18. 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.
- 8.19. 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.
- 8.20. 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.
- 8.21. For further information or enquiries please email our consumer services at consumer.services@za.nestle.com or call us on +27 86 009 6116/+27 11 514 6116.