

Nestlé Whip Whisk & Wow 2024 ("Competition")- Competition Terms & Conditions

1. Introduction

- 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 **Jupicorp (Pty) Ltd T/A TMARC** mechanic.
- 1.4. Participation in the Competition constitutes acceptance of these Rules and Participants agree to abide by these Rules.

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

This Competition is limited to legal residents 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 **1 October 2024** at 00:01 and will end on **31 December 2024** at 23:59 (the "**Promotional Period**"). No entries received after the Promotional Period will be considered.

4. How to enter the Competition: Mechanics – USSD Entry

4.1. To participate in this Competition, Participants must adhere to the following:

4.1.1. Competition Mechanics

To participate in this competition, participants are required to purchase any 2 of the participating Nestlé products (participating products listed below), dial ***120*2057#** 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.**

4.2. Participating products mean:

	PRODUCT	BARCODE
4.2.1.	NESTLE Full Cream Sweetened Condensed Milk 385g	6001068311804
4.2.2.	NESTLE GOLD CROSS SCM 385g	6001068312108

4.2.3.	NESTLE IDEAL Evaporated Milk 380g	6001068312504
4.2.4.	NESTLE TREAT Caramel 360g	6001068312702
4.2.5.	NESTLE Dessert & Cooking Cream 290g	6001068312900
4.2.6.	NESTLÉ KLIM 250g ZA	6009188007775
4.2.7.	NESTLÉ KLIM 900g ZA Tin	6001068253005
4.2.8.	NESTLÉ KLIM 1.8kg ZA Tin	6001068253104
4.2.9.	NESTLE KLIM 1.8kg + 200g	6009188007799
4.2.10.	NESTLÉ KLIM 500g ZA	6001068708802
4.2.11.	NESTLÉ COCOA 62.5g	6001068002207
4.2.12.	NESTLÉ COCOA 125g	6001068002306
4.2.13.	NESTLÉ COCOA 250g	6001068002405
4.2.14.	NESTLE COCOA 250g Doy	6009188008208
4.2.15.	NESTLÉ Whipping Cream 250ml	6009188006143
4.2.16.	NESTLÉ Peppermint Crisp 49g	60058041

- 4.3. Winners of vouchers will be determined by random draw that will be held on a weekly basis, and winners of the KITCHEN AID Stand Mixer will be determined by random draw that will be held monthly during the Promotional Period. All draws will be held in the presence of the Nestlé legal team.
- 4.4. Participants may enter the Competition as many times as they wish over the Promotional Period, provided that Participants purchase unique participating products each time and complete the competition entry and present a new valid till slip/receipt as proof of purchase, subject to the following conditions:
- 4.4.1. All entries from disqualified participants' mobile numbers will be rejected.
- 4.4.2. Only one weekly prize per household and per person. A weekly prize winner will still have the opportunity to be drawn as a finalist in the grand prize draw.
- 4.4.3. No computer – generated/based entries will be accepted
- 4.4.4. Participants that are drawn as potential winners of the grand prize will need to provide a valid till slip/receipt showing proof of purchase of participating products from participating retailers within Promotional Period.
- 4.4.5. 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.
- 4.4.6. 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**")

- 4.4.7. 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.
- 4.4.8. 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.
- 4.4.9. 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.
- 4.4.10. 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:

Valid participants during the Promotional Period stand a chance to win:

- 5.1. 1 of 6 KITCHEN AID Stand Mixers;
- 5.2. 1 of 2 weekly grocery vouchers to the value of R5000.00 (Five Thousand Rands) each

6. How to claim your prizes:

- 6.1. All vouchers are digital in nature and will be sent to the mobile handset that has been determined as the legitimate device of entry. These vouchers can be used online or in-store. The vouchers cannot be non-transferable and cannot be exchanged for cash.
- 6.2. At the time that a potential prize winner is identified, the potential prize winner will receive a telecommunication 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.
- 6.3. 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.

- 6.4. 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 subjected 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.
- 6.5. Eligible winners will have their prizes delivered to them by a representative of the Promoters based on the information they will have shared via the above mentioned telephonic conversation.
- 6.6. Winners of a physical prize will need to supply the promoters with a valid delivery address in the time frame specified above. Should an invalid or incorrect delivery address be supplied the promoters are not liable for loss of the relevant prize.

6.7. THE DRAW DATES ARE AS FOLLOWS:

- **8 October 2024** 2 weekly vouchers to the value of R5000.00 each
- **15 October 2024** 2 weekly vouchers to the value of R5000.00 each
- **29 October 2024** 2 weekly vouchers to the value of R5000.00 each
- **29 October 2024** 2 weekly vouchers to the value of R5000.00 each and 2 KITCHEN AID Stand Mixer
- **5 November 2024** 2 weekly vouchers to the value of R5000.00 each
- **12 November 2024** 2 weekly vouchers to the value of R5000.00 each
- **19 November 2024** 2 weekly vouchers to the value of R5000.00 each
- **26 November 2024** 2 weekly vouchers to the value of R5000.00 each and 2 KITCHEN AID Stand Mixer
- **3 December 2024** 2 weekly vouchers to the value of R5000.00 each
- **10 October 2024** 2 weekly vouchers to the value of R5000.00 each
- **17 October 2024** 2 weekly vouchers to the value of R5000.00 each
- **27 October 2024** 2 weekly vouchers to the value of R5000.00 each
- **3 January 2025** 2 KITCHEN AID Stand Mixer

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. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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").
- 8.9. 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.
- 8.10. 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.

- 8.11. 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.
- 8.12. 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.
- 8.13. 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.
- 8.14. 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.
- 8.15. 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.
- 8.16. For further information or enquiries please email our consumer services at consumer.services@za.nestle.com or call us on 086 0096 116 or email TMARC Marketing at Support@tmarc.com. Calls to this number will be charged by your cellular network service provider.