

## 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 into the Competition, and acknowledge that you have been given an appropriate opportunity to do so and that you 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 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 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 May 2024** and will end on **31 August 2024** (“Promotional Period”). No entries received after **31 August 2024** will be considered.

#### 4. Competition Mechanics

*To participate in this competition, participants are required to purchase any of the below listed **NESTLÉ HOT** Chocolate products **from any major retailer in the Republic of South Africa** and dial **\*120\*5625#** 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) in order to be able to redeem your prize.*

#### 4.1 Participating Products:

| <u>Product</u>   | <u>Barcode</u>   |
|--|--|
| 4.2.1. NESTLE Hot Chocolate Original (10x20g)          | <u>6009188004347(Display pack)</u><br><u>(Not single sachets)</u>  |
| 4.2.2. NESTLE HOT CHOCOLATE Creamy Marshmallow (8x20g) | <u>6009188006600 (Display pack)</u><br><u>(Not single sachets)</u> |
| 4.2.3. NESTLE HOT CHOCOLATE Fudge Sundae (8x20g)       | <u>6009188006624 (Display pack)</u><br><u>(Not single sachets)</u> |
| 4.2.4. NESTLE Hot Chocolate 250g                       | <u>6001068379101</u>   |
| 4.2.5. NESTLE Hot Chocolate 450g                       | <u>6009188003753</u>   |
| 4.2.6. NESTLE Hot Chocolate 500g                       | <u>6001068379200</u>   |
| 4.2.7. NESTLE Hot Chocolate 1kg                        | <u>6001068379309</u>   |

- 4.2 USSD sessions are charged from your airtime or billing balance and cost 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 in order 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 of the Participating Products each time (in a single transaction) and complete the competition entry, keep valid copies of their till slips and enter a valid barcode, subject to the following conditions. Duplicate entries i.e. submission of duplicate till slips from potential winners will not be considered.
- 4.3.1 All entries from disqualified participants' mobile numbers will be rejected;
- 4.3.2 Only one prize per household and per number / person will be permitted;
- 4.3.3 No computer-based entries will be accepted;
- 4.3.4 Only 1 win per unique MSISDN
- 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 Promoter, 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 cell phone number is key to all entries, if the entrant has won on a cell phone number, they cannot use another number in order 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 this 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 in this Competition stand a chance to Win:

5.2 A share of R105,000 (One Hundred and Five Thousand Rand) in customised Self-Care Vouchers worth R1,000.00 each. This means there are a total of 105 vouchers to be won. One voucher is to be awarded per unique consumer / participant.

a. Self-Care Vouchers that are available and that will be allocated randomly to the randomly selected winners in 5.2 include;

5.3.1 SPA Vouchers

5.3.2 Entertainment and Recreational Activities vouchers

5.3.3 Sport and Fitness Vouchers

b. A total of 105 voucher winners will be awarded. Drawn winners are not winners until they have provided the proof of purchase (till slip). Once the till slip has been validated and is deemed to be legitimate the potential winner will be deemed to have won a particular prize.

### d. **Draw Dates and Claiming your Prize**

a. All unique/positive entries will be entered into random draws that will be held during the week of the following dates:

| <b>Date</b>                | <b>Prize and Number of Winners</b> |
|----------------------------|------------------------------------|
| 17 <sup>th</sup> May 2024  | 5 Self-Care Voucher Winners        |
| 24 <sup>th</sup> May 2024  | 5 Self-Care Voucher Winners        |
| 31 <sup>st</sup> May 2024  | 5 Self-Care Voucher Winners        |
| 7 <sup>th</sup> June 2024  | 5 Self-Care Voucher Winners        |
| 14 <sup>th</sup> June 2024 | 15 Self-Care Voucher Winners       |
| 21 <sup>st</sup> June 2024 | 5 Self-Care Voucher Winners        |

|                            |                              |
|----------------------------|------------------------------|
| 28 <sup>th</sup> June 2024 | 5 Self-Care Voucher Winners  |
| 5 <sup>th</sup> July 2024  | 5 Self-Care Voucher Winners  |
| 12 <sup>th</sup> July 2024 | 15 Self-Care Voucher Winners |

|                            |   |
|----------------------------|---|
| 19 <sup>th</sup> July 2024 | 5 Self-Care Voucher Winners   |
| 26 <sup>th</sup> July 2024 | 10 Self-Care Voucher Winners  |
| 2 <sup>nd</sup> Aug 2024   | <del>5 Self-Care Voucher Winners</del><br>5 Self-Care Voucher Winners |
| 9 <sup>th</sup> Aug 2024   |   |
| 16 <sup>th</sup> Aug 2024  | 5 Self-Care Voucher Winners   |
| 23 <sup>rd</sup> Aug 2024  | 5 Self-Care Voucher Winners   |
| 2 <sup>nd</sup> Sept 2024  | 5 Self-Care Voucher Winners<br>and Grand Prize draw                   |

- 4.4 A total of 105 vouchers winners will be selected from the above-mentioned draw(s).
- 4.5 All vouchers are digital in nature and will be sent to the mobile handset that has been determined as the legitimate device of entry.
- 4.6 Grand Draw: All unique/positive entries will be entered into random draws that will be held on the following date: Grand draw: 2<sup>nd</sup> September 2024..
- 4.7 The Grand Prize consists of a getaway to Tanjung Benoa Bali for the winner and a travel partner (2 persons in total). The getaway is valued at R67,000.00 (Sixty Seven Thousand Rand). The getaway includes flights, transfers, accommodation, breakfast daily, activities listed below and is scheduled to start from Tuesday 10th December 2024 until Wednesday 18th December 2024 at Hotel Nikko Bali Benoa.
- a. There are a host of activities that can be chosen by the winning consumer and their chosen travel partner to the value of R33,000.00 (Thirty Three Thousand Rand). Brining the total value of the getaway to R100,000.00. All activities entered into are at the sole discretion and risk of the participants and Nestle and the promoter are not responsible for any loss or damages incurred as a result of these activities. Some activities are free whilst others carry a fee which would be funded from the available R33,000.00 activity budget mentioned above.
  - b. Actives include;

- Beach combing
- Canang Making
- Origami
- Fish Feeding
- Canvas Painting
- Yoga
- Pizza Making
- Sand and Egg Painting
- Drawing and Colouring
- Banana Boat
- Jet Ski
- Snorkelling
- Diving
- Glass bottom boat
- Kneeboard
- Donut Boat
- Fly Fish
- Bali Ocean Walk
- Fishing
- Parasailing
- Wakeboarding
- Bali Hai Cruise
- Bali Safari Park
- Mason Adventure

- c. The Grand Prize is exclusive of any additional costs and liabilities incurred by the prize winner that are not expressly stated as forming part of the Grand Prize including, but not limited to, spending money, meals not included, taxes (excluding flight taxes), visas (if applicable), additional travel extensions, tips & gratuities, personal, property & health insurance, items of a personal nature, in-room charges, wifi, losses, damages, claims, legal costs and increased personal taxation liabilities (“Additional Costs and Liabilities”).
- d. The Grand Prize is not transferable, exchangeable or redeemable for cash.
- e. You must possess all required documents and permissions that may be required in order to accept and use the Grand Prize, including, as regards to international travel, a valid passport and all necessary visa and travel documentation (if applicable), which documents and permissions it is your responsibility to obtain at your own cost, and which documents and permissions must remain valid in such minimum form and for such minimum period after the travel time as may be required by the relevant authorities.

**4.8 Eligible winners will have their prizes delivered, should a physical delivery be necessary. Should delivery of the prizes be unsuccessful after 3 attempts the prizes will be stored by at Promoters premises and may be collected by the validated winner.**

4.9 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.

- 4.10 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/are available. Once the till slip has been supplied and validated, the potential winner is included in a 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 being chosen.
- 4.11 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.

## **5 Promotional Material and Marketing Activities**

- 5.3 The Promoters may require the winners (at no fee) to be identified, photographed and the photograph(s) or related article published in printed media, or to appear on radio and television or social media, when accepting their prizes and/or after receiving their prize.
- 5.4 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.
- 5.5 The winners have a right to decline the invitation to use their image in marketing material or to participate in any marketing activity.
- 5.6 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 campaigns 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.

## **6 General**

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

- 6.4 The Promoters may require each winner to complete and submit an information disclosure agreement to enable the Promoters to ensure compliance with these Rules.
- 6.5 Should a 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, that winner will automatically be disqualified and/or the prize will be forfeited. Winners may also be required to sign acceptance of prizes and indemnity documents.
- 6.6 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.
- 6.7 The prizes are not transferable, and no substitution or cash redemption of prizes is permitted. A prize will not be handed/awarded to a third party, but only to the verified prize winner.
- 6.8 The Promoters reserve the right, at their sole discretion, to substitute a prize with any other prizes of comparable or greater commercial value for whatever reason.
- 6.9 Prize visuals on any Competition and/or promotional materials are for illustrative purposes only.
- 6.10 By entering the Competition, 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.
- 6.11 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 received directly from you and belonging to you: name; address; email address; cell phone or telephone contact details; and certain preferences about you (where and if applicable). Additionally, by entering this Competition, you authorise the Promoters to process your personal information for communication or statistical purposes. Any personal data submitted by you will be used solely in accordance with current Republic of REPUBLIC OF SOUTH AFRICA data protection legislation and Nestlé privacy policy. 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.
- 6.12 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](mailto:dataprotection@za.nestle.com) or Dial + 27 86 009 6116.

- 6.13 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.
- 6.14 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**").
- 6.15 All Participants participate entirely at their own risk. By reading and accepting these Rules, each Participant gives 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.
- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 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.

- 6.20 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.
- 6.21 These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa and any Participant and the Promoters consent to the non-exclusive jurisdiction of the High Court of South Africa.
- 6.22 For further information or enquiries please email our consumer services at [consumer.services@za.nestle.com](mailto:consumer.services@za.nestle.com) or call us on +27 86 009 6116/+27 11 514 6116.