

## TERMS & CONDITIONS

1. The promoter is Nestlé (South Africa) (Proprietary) Limited Ltd ("the Promoter").
2. The promotional competition is open to all adult South African residents who are in possession of a valid identity document, except any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members.
3. This promotional competition is open from 04 March 2019 and ends at midnight on 22 April 2019. Any entries received after the closing date will not be considered.
4. To enter, participants will be required to:
  - 4.1 Buy any of the following Nestle culinary products: Nestlé Sweetened Condensed Milk, Nestlé Gold Cross, Nestlé Caramel treat, Nestlé Mint flavoured caramel treat, Nestlé Ideal evaporate milk, Nestlé Ideal evaporated milk medium fat, Nestle Cappuccino flavoured Caramel treat, Nestle Strawberry flavoured Caramel treat, Nestlé Cooking & Dessert cream from any Checkers or Checkers Hyper store in South Africa.
  - 4.2 Dial the USSD string \*134\* 416\* 35\* uniquecode# to enter. *See till slip for details*
  - 4.3 USSD free to consumer.
5. Participants must keep their till slip as proof of purchase.
6. Participants must enter in their correct contact details. If a winner's has given incorrect contact details, the Promoter reserves the right to select another winner in terms of the rules.
7. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase and unique code.
8. Prizes:
  - 8.1 The prize is 1 trip for 2 people to Paris to the value of R50,000. The prize includes: flights, accommodation and specified meals, travel insurance, taxes and portorage. The prize excludes passport and Visa requirements where necessary, health requirements where necessary, optional excursions (unless specified otherwise), all items of personal nature, gratuities, and meals and beverages other than specified. All spending money is for the winner's own account and no cash will be handed over to the winner. The prize is redeemable for a period of 1 year after the prize is awarded to the eligible winner (the "**travel period**"). The prize winner may select any date of travel during the travel period (except dates falling within the blackout/high season from December to January). Trips cannot be booked over the aforesaid blackout/high season period. All travel is subject to availability at the time of booking.
  - 8.2 The prize is non-transferrable and cannot be exchanged for cash.

- 8.3 Winners must be over the age of 18 years and have a valid ID and driver's license. In addition, the prize winner and travel partner must have valid South African passports and will be required to meet the relevant VISA application criteria. The prize winner will be responsible for obtaining the necessary VISA and other travel documentation at their own expense. The prize winner will be required to sign a waiver of liability and indemnity before claiming his/her prize.
- 8.4 In the event that a prize winner does not have a valid South African passport and/or fails to meet the VISA application criteria, then the prize winner will forfeit the prize.
- 8.5 If a participant's name is drawn, the potential prize winner will receive a telephone call from a representative of the Promoter 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 Promoter representative.
- 8.6 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 Promoter. 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.
- 9 All winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.
- 10 Winners will be selected by means of a random draw 29 April 2019 and will be notified telephonically where the winner will be required to verify their details. The Promoter (or their agent) will endeavor to contact the prize winner once every day for 5 consecutive working days after their name is drawn. If the prize winner cannot be contacted during this period, the prize will be forfeited and another winner will be selected in accordance with the rules.
- 11 A copy of these rules can be found on the following website [www.termsconditions.co.za](http://www.termsconditions.co.za) throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone number 086 0096 116.
- 12 The Promoter reserves the right to name winners publicly and any other place where the Promoter deems fit. By entering the competition, prize winners agree to the publication of their name by the Promoter.
- 13 Failure to claim the prize or a refusal or inability to comply herewith these requirements within 2 months will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter.
- 14 Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.

- 15 **Neither the Promoter nor Shoprite Checkers (Pty) Ltd shall be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.**
- 16 **Neither the Promoter nor Shoprite Checkers (Pty) Ltd shall be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.**
- 17 The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
- 18 No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
25. **NOTE:** Any attempt to use multiple e-mail or Facebook accounts or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
- 19 The Promoter reserves the right to use the images taken of the winner for publicity purposes in any manner they deem fit, without remuneration being made payable to the winner. However, the winner has the right to object to these images being used by written notification to the Promoter at [consumer.services@za.nestle.com](mailto:consumer.services@za.nestle.com) Att : Legal Department.
- 20 The Promoter shall have the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter, Shoprite Checkers (Pty) Ltd or their agents.
- 21 In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
- 22 **Neither the Promoter, Shoprite Checkers (Pty) Ltd, their agents, associated companies, nor any directors, officers or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.**
- 23 The judges' decision is final and no correspondence will be entered into.
- 24 **Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.**

- 25 This promotion is in no way sponsored, endorsed or administered by, or associated with Telkom, MTN, Vodacom and Cell C and the participants acknowledge that they are providing information to the Promoter and its agents only and not to telephone networks.
- 26 All entrants in this Competition release Telkom, MTN, Vodacom and Cell C from all liabilities and claims arising out of or in connection with this competition and these terms and conditions.