NESTLÉ AND SHOPRITE OCTOBER 2020 TERMS & CONDITIONS

- 1. The promoters are NESTLÉ South Africa (Pty) Ltd and Shoprite Checkers (Pty) Ltd ("<u>the</u> <u>Promoters</u>").
- 2. The promotional campaign is open to all South African residents and/or citizens residing in the Gauteng and Northern Division and who are in possession of a valid South African identity document, passport or document of proof of South African residency. Any director, member, partner, employee, agent or consultant of the Promoters, 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 may not enter or participate in this promotional competition and will automatically be disqualified upon entry.
- 3. Any participant under the age of 18 (Eighteen) years must be fully assisted by his/her guardian, who approves of and consents to the participant's participation in the campaign and the participant's receipt/possession of a prize.
- 4. This promotional campaign is open from 19th October 2020 and ends at 12am (midnight) on 29th November 2020. Any entries received after the closing date will not be considered.
- 5. To enter, participants are required to:
 - 5.1 Purchase any participating NESTLÉ NIDO 3+ 1.8 kg from any participating Shoprite branded store in the greater In-land Region (Gauteng, Limpopo, Mpumalanga & North West); and
 - 5.2 Dial the USSD string *120*569*COMPETITIONCODE# to enter *See till slip for competition code.*
 - 5.3 Standard USSD rates apply; 20 cents per 20 seconds.
- 6. Participants must keep their till slip as proof of purchase.
- 7. Participants must enter in their correct contact details. If a winner has given incorrect contact details, the Promoters reserve the right to select another winner in terms of the rules.
- 8. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase and unique code.
- 9. Participants stand a chance to win 1 (One) of 900 (Nine Hundred) Shoprite grocery vouchers valued at R300.00 (Three Hundred Rand) each during the course of the campaign. Winners of the vouchers will be selected by way of a predetermined algorithm throughout the period of the campaign and a virtual voucher will be sent if a winner has been selected.
- 10. Further to the above vouchers that are up for grabs, there are a total of 800 (Eight Hundred) Nestlé adventure packs that will be given away during a randomized draw which will occur at the end of the campaign.
- 11. Any prize not taken up for any reason within 2 (two) months of notification will be forfeited.
- 12. The grocery voucher is valid for 90 (Ninety) days after it has been sent to a winner.

- 13. The Promoters (or their agent) will endeavor to contact the prize winner of the adventure pack once every day for 7 (Seven) consecutive working days after their name is drawn. If the prize winner of the adventure pack cannot be contacted during this period, the prize will be forfeited and another winner will be selected in accordance with the rules.
- 14. A copy of these rules can be found on the following website: <u>www.termsconditions.co.za</u> or can be obtained from the Consumer Call Centre on telephone number 011 514 6789 throughout the period of the promotional competition. The onus rests on the participants to check the website for updates to the terms and conditions.
- 15. Winners will be required to sign an Indemnity and Media Release forms to the extent applicable.
- 16. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoters' respective privacy policies.
- 17. The Promoters shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending of an entry will not be accepted as proof of receipt of such entry.
- 18. The Promoters shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
- 19. The Promoters reserve the right to disqualify any entry if any act of fraud or dishonesty is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
- 20. The prizes are not transferable and cannot be exchanged for cash.
- 21. In the event that the prize is not available despite the Promoters' reasonable endeavours to procure the prize, the Promoters reserve the right to substitute prizes of equal value.
- 22. The Promoters reserve the right to use the images taken of the winners in this campaign for publicity purposes in any manner they deem fit, without remuneration being made payable to the winner. However, a winner has the right to object to these images being used by written notification to the Promoter at Anslow Office Park, 8 Anslow Crescent, Bryanston, 2021. Att: Legal Department.
- 23. The Promoters 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 Promoters or their agents.
- 24. Neither the Promoters, 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.
- 25. The judges' decision is final and no correspondence will be entered into.
- 26. Participation in the promotional campaign constitutes acceptance of the promotional campaign rules and participants agree to abide by the rules.

- 27. All information on the website, digital channels and till slip is provided by Shoprite Checkers (Pty) Ltd, or is licensed from various license holders. You may only use this information to assist in learning more about any particular product or service. You may not store, reuse or utilise this information for any commercial purpose.
- 28. You may not use any form of automated search or download technology to access this site without our prior written consent.
- 29. By accepting the terms and condition as set out herein, you confirm that you are aware of the information that is being collected by us and that this information will be solely processed for the purposes of this promotion.
- 30. Your privacy is important to us, for more information on how we process and secure your personal information; please see our <u>data privacy statement</u>.