

NH4K Back to School Promotion - Terms and 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 Shoprite Checkers (Proprietary) Limited (the "**Promoters**").

1.4. Participation in the Competition constitutes acceptance of these Rules and Participants 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 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 01 February 2021 and will end on 28 February 2021. No entries received after 28 February 2021 will be considered.

4. Mobile Mechanics

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

4.1. **Checkers Stores**

Customer must purchase any **3 (three)** of the participating Nestlé products listed below, swipe their Xtra Savings card and will be automatically entered into the competition.

Shoprite Stores

Customers must purchase any of **2 (two)** of the participating Nestlé products listed below, swipe their Xtra Savings card and will be automatically entered into the competition

4.2. Participating Products:

- 4.2.1. NESTLÉ MILO 500g;
- 4.2.2. NESTLÉ NESPRAY 400g;
- 4.2.3. MAGGI Multipack Noodles Chicken 5x73g;
- 4.2.4. MAGGI Multipack Noodles Beef 5x73g;
- 4.2.5. MAGGI Multipack Noodles Cheese 5x73g;
- 4.2.6. MAGGI Multipack Noodles Durban Curry 5x73g.

4.3. Participants may enter the Competition as many times as they wish over the promotional period, provided that Participants purchase participating products each time and complete the competition entry process, subject to the following conditions:

4.3.1. Only one prize per household and per person per day of the promotion will be permitted.

4.3.2. It is reasonably expected that each entry will represent a purchase you have made of the brand and hence as an example 3 entries may result in the requirement to produce 3 till slips.

4.3.3. For draw based rewards, till slips for each entry may be required.

5. The Prizes:

Prizes for this Competition are the following:

5.1. Shoprite prizes

Participants who enter the Competition at Shoprite stores stand a chance to win 1 (one) of the following weekly prizes:

5.1.1. 1GB data;

5.1.2. R50 voucher to be used at a Shoprite store;

5.1.3. R100 voucher to be used at a Shoprite store;

5.1.4. R250 voucher to be used at a Shoprite store;

5.1.5. R500 voucher to be used at a Shoprite store.

5.2. Checkers prizes

Participants who enter the Competition at Checkers stores stand a chance to win 1 (one) of the following weekly prizes:

5.2.1. 1GB data;

5.2.2. R50 voucher to be used at a Checkers store;

5.2.3. R100 voucher to be used at a Checkers store;

5.2.4. R250 voucher to be used at a Checkers store;

5.2.5. R500 voucher to be used at a Checkers store.

6. Draw and prize delivery

6.1. Winner will be determined by an automated draw.

6.2. Each prize will be loaded onto each winner's Xtra Savings card and will be valid for a period of 1 (one) month from the closing date of this Competition. Winners may redeem their prizes by swiping their Xtra Savings card.

6.3. All winners will be required to provide their names, ID numbers and contact details for the purposes of compliance with the Consumer Protection Act, 68 of 2008 ("**CPA**").

7. General

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

7.2. The Promoters may require the winners to complete and submit an information disclosure agreement to enable the Promoters to ensure compliance with these Rules. Should a winner be found not to have complied with these Rules, he/she will automatically be disqualified and the prize will be forfeited. Winners may also be required to sign acceptance of prizes and indemnity documents.

7.3. The prizes are 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.

7.4. The Promoters reserve the right, at their sole discretion, to substitute the prizes with any other prizes of comparable or greater commercial value for whatever reason.

7.5. Product images depicting the prizes are for illustrative purposes only and may differ from the actual prizes.

7.6. By entering this Competition, you authorize the Promoters to process the personal information of Participants for communication or statistical purposes

related to the Competition. Any personal data submitted by you will be used solely in accordance with current South African 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.

7.7. 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.

7.8. 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 CPA.

7.9. 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.

7.10. 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.

7.11. 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.

7.12. 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 Promotion and acknowledge that they will have no recourse against the Promoters, its advertising agencies, advisors, suppliers and nominated agents.

7.13. 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.

7.14. 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.

7.15. 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.

7.16. For further information or enquiries please email our consumer services at consumer.services@za.nestle.com or call us on 086 0096 116.