

NESCAFÉ RICOFFY ZWAKALA LA WINTER COMPETITION 2024

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 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 (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 the 1st April 2024 and will end on the 31st May 2024 (“**Promotional period**”). No entries received after the 31 May 2024 will be considered.

4. Competition Mechanics

4.1 To participate in this Competition, participants are required to purchase a NESCAFÉ RICOFFY participating product as listed in 4.1.1 at any retail store in South Africa (in a single transaction) during the promotional period. The participant must upload a picture of their tillslip to the WhatsApp number 078 567 0586 and follow the prompts to be entered into the draw to stand a chance to win.

4.1.1. The participating NESCAFÉ RICOFFY products are:

1. NESCAFÉ RICOFFY 100g
2. NESCAFÉ RICOFFY 250g
3. NESCAFÉ RICOFFY 750g
4. NESCAFÉ RICOFFY 800g

4.2 Participants must have a valid Republic of South Africa identity number (ID number) or valid permanent residency permit number and/or valid passport as this is key to all entries. No person can use another

person's identity/permit number and/or passport number for competition entry purposes. If it is discovered that participants have entered an identity/permit number and/or passport number that is not theirs, they will be disqualified, and the entrant will not be eligible for the prize.

4.3 Participants may enter the competition as many times as they wish over the Promotional Period. Entry is also subject to the following conditions:

4.3.1 Only one prize per household and per person.

5. The Prizes

5.1.1 Participants in this Competition stand a chance to Win:

12 x R100 000 Mastercard voucher

Total value of prize money : R 1 200 000 over the campaign period.

6. Claiming your Prize

6.1 At the time that a potential prize winner is identified, the potential prize winner will receive a direct message (DM) from a representative of the Promoters to their contact number supplied 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 a copy of his/her ID and/or valid permanent residency permit or passport.

6.2 The potential prize winner is not an actual winner until his/her submission is validated and his/her documents are submitted to the Promoters. 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.

6.3 Potential prize winners will have 48hrs from the time of being contacted to supply any required documentation.

6.4 To claim their cash prize, all winners must have a valid ID, bank account and cell phone number and use this number to enter the competition.

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.

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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 Prize visuals on any competition and/or promotional materials are for illustrative purposes only.
- 8.7 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.
- 8.8 By clicking submit and entering the competition, you consent to being contacted about your interest in Nestlé [and any additional purpose]. You acknowledge that your personal information will be processed in compliance with the Nestlé Privacy Notice. Any personal information shared with Facebook will also be subject to our Nestlé Privacy Notice, including to auto-fill forms for our ads. You may contact us at any time to manage your information.
- 8.9 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 receive directly from you and belonging to you: name; address; email; cell phone or telephone contact details; and certain preferences about you (where and if applicable). 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.
- 8.10 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 or Dial + 27 86 009 6116.
- 8.11 By entering this Competition, you authorize the Promoters to process the personal information of Participants for communication or statistical purposes. Any personal data submitted by you will be used solely in accordance with current Republic of South Africa 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.
- 8.12 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.

- 8.13 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”).
- 8.14 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.
- 8.15 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.
- 8.16 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.
- 8.17 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.
- 8.18 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.
- 8.19 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.
- 8.20 Facebook and/or Instagram: This Competition is in no way organized, endorsed or administered by, or associated with, Facebook and/or Instagram. You understand that you are providing your information to the Promoters and not to Facebook and/or Instagram.
- 8.21 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.
- 8.22 For further information or enquiries please email our consumer services at consumer.services@za.nestle.com or call us on +27 86 009 6116/+27 11 514 6116.

