

## NESTLÉ TRIP TO BALI TERMS & CONDITIONS

1. The promoter is Nestlé (South Africa) (Pty) Ltd ("Nestlé") (registration number: 1916/001498/07) a company incorporated in the Republic of South Africa and having its registered address at Anslow Office Park, 8 Anslow Crescent, Bryanston, Johannesburg 2021, South Africa ("the Promoters").
2. The promotional competition is open to all South African residents and 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. Any participant under the age of 18 years must be fully assisted by his/her guardian, who approves of and consents to the participant's participation in the competition and the participant's receipt/possession of the prize.
4. This promotional competition is open from 1 June 2019 and ends at 12am (midnight) on 31 July 2019. Any entries received after the closing date will not be considered.
5. To enter, participants will be required to:
  - 5.1 Buy Any 2 x Nestlé Hot Chocolate packs from any Checkers/ Checkers Hyper stores in South Africa;
  - 5.2 Dial the USSD string \*120\*885\*076\*UNIQUECODE# to enter;
  - 5.3 USSD 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. The prize includes:
  - 9.1 Return economy class flights for two (2) passengers from Johannesburg, South Africa to Bali, Indonesia;
  - 9.2 Two (2) nights' hotel accommodation at the 4 Star Furama Villas and Spa Ubud in a Deluxe Pool Villa Double Room including breakfast daily;
  - 9.3 Two (2) nights' hotel accommodation at the Aston Sunset Beach Resort in a Superior Double Room including breakfast daily; and
  - 9.4 Three (3) nights' hotel accommodation at the 4 star Grand Inna Kuta Hotel in the Superior Garden View Double Room including breakfast daily;
  - 9.5 Ground transfers between airport and hotel upon arrival in and departure from Bali;

## 9.6 Travel insurance.

### 10. The prize excludes:

- 10.1 Health requirements where necessary;
- 10.2 Optional excursions;
- 10.3 All items of personal nature;
- 10.4 Gratuities;
- 10.5 Meals and beverages other than specified;
- 10.6 Cost of passport and visa applications and visa (if applicable); and
- 10.7 Any other items not noted in the inclusions.

11. Winner and travel partner will be required to travel between 31 July and 1 December 2019. There will be one (1) winner in total.

12. Any prize not taken up for any reason within two months of notification will be forfeited.

13. The winner and their travel partner must be in possession of a valid passport for the purposes of international travel. Passports are required to be valid for at least six months after the date of return to South Africa and to have no less than two full blank pages available in the passport. The winner and their travel partner must be permitted to travel to the specified destination by the relevant authorities.

14. The winner shall forfeit the prize in the event that for any reason whatsoever, the winner is prevented or unable to travel to the specified destination or on the specified dates and/or fails to meet the VISA application criteria (if applicable).

15. The choice of service providers and vendors, including but not limited to accommodation and flights is at the sole discretion of Promoters.

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.

17. All winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.

18. Winners will be selected by means of a random draw by 7 August 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.

19. The prize includes delivery and winners will be required to provide the Promoters with a valid day time delivery address to enable delivery.
20. A copy of these rules can be found on the following website [www.termsconditions.co.za](http://www.termsconditions.co.za) (and [www.nestle.co.za/brands/competitions](http://www.nestle.co.za/brands/competitions)) throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone number +27 11 514 6116
21. The Promoters reserves the right to name winners publicly and any other place where the Promoters deem fit. By entering the competition, prize winners agree to the publication of their name by the Promoters.
22. 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 Promoters.
23. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoters' privacy policies.
24. The Promoters shall not 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.
25. 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.
26. The Promoters reserve 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.
27. 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.
28. The prize is not exchangeable for cash and is not transferrable.
29. The Promoters reserve 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 Nestlé South Africa, Anslow Office Park, 8 Anslow Crescent, Bryanston, Johannesburg 2021, South Africa. Att : Legal Department.
30. 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.
31. In the event that the prize is not available despite the Promoters' reasonable endeavours to procure the prize, the Promoters reserves the right to substitute prizes of equal value.
32. Neither the Promoters, their agents, their associated companies, nor any directors, officers or employees, 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.
33. The judges' decision is final and no correspondence will be entered into.

34. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
35. 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 Promoters and their agents only and not to telephone networks.
36. 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.