NESTLÉ 2025 BABY MONTH 1 - LITTLE BODIES NEED BIG SUPPORT CAMPAIGN TERMS & CONDITIONS

- 1. The promoters are Nestlé (South Africa) (Pty) Ltd and Shoprite Checkers (Pty) Ltd ("the Promoters").
- The promotional competition is open to all South African residents and/or citizens, over the age of 18 (Eighteen), who are in possession of a valid South African identity document, passport or document of proof of South African residency and who are registered Xtra Savings members with an active Xtra Savings card. 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. This promotional competition is open from 24 February 2025 ("start date") and ends at 23h39 on 6 April 2025 ("closing date"). Any purchases made after the closing date will not qualify.
- 4. To enter, participants are required to:
 - 4.1 Purchase any 2 (two) NESTLÉ® CERELAC® and/or NESTLÉ® NESTUM® products, as listed in Annexure "A", in store from any Shoprite or Checkers branded store nationwide;
 - 4.2 Swipe their Xtra Savings card; and
 - 4.3 Follow the WhatsApp journey to stand a chance to win.
- 5. Participants must keep their till slip as proof of purchase.
- 6. Participants must ensure that their contact details are correct and up to date on their linked Xtra Savings profile. If a winner's details are incorrect, the Promoters reserve 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. The Promoters or its representatives may block participants from winning a prize or submitting further entries if fraud or code manipulation is suspected.
- 8. Participants understand and agree that they may win a prize, but there is no guarantee that they will win a prize.
- 9. The winners and prizes will be as follows:
 - 9.1 Shoprite: 50 (fifty) winners who will each instantly receive a R1000 (one thousand rand) shopping voucher.
 - 9.2 Checkers: 65 (sixty-five) winners who will each instantly receive a R1000 (one thousand rand) shopping voucher.
- 10. Winners will be selected by means of a random draw and vouchers will be sent via Whatsapp.
- 11. A potential prize winner is not an actual winner at the time of being contacted. Contact is made with a potential prize winner to ensure that the required receipt/s is/are available. Once the till slip has been supplied and validated, the potential winner is included in a draw process from which they

could be selected as the final winner. The final winner may be required to submit additional documentation as determined by the Promoters. If a potential prize winner does not meet the eligibility requirements, the prize will be forfeited and a redraw will be executed subject to the terms and conditions herein. A potential prize winner will also have 48 hours to produce the relevant documentation before forfeiting the prize and a runner-up being chosen.

- 12. If the Promoters are unable to reach any of the potential prize winners after 3 (three) attempts made within 3 (three) working days of their mobile number being drawn, for whatsoever reason, including incorrect telephone numbers or inoperative telephone numbers or no answer, such a potential winner will be disqualified and a redraw will be executed subjected to the terms and conditions herein. A potential prize winner will also have 48 hours to produce the relevant documentation before forfeiting the prize and a runner chosen.
- 13. Winners must ensure to utilize the voucher within its validity period.
- 14. All winners may be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the voucher.
- 15. A copy of these rules can be found on the following website: www.termsconditions.co.za 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.
- 16. Winners may be required to sign an Indemnity and Media Release forms to the extent applicable.
 - 16.1 The Promoters may require the winners (at no fee) to be identified, photographed and the photograph(s) or related article published in printed media, or to appear on radio and television or social media, when accepting their prizes and/or after receiving their prize.
 - 16.2 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.
 - 16.3 The winners have a right to decline the invitation to use their image in marketing material or to participate in any marketing activity.
 - 16.4 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 campaigns 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.
- 17. By entering the Competition, 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.
- 18. 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 received directly from you and belonging to you: name; address; email address; cell phone or telephone contact details; and certain preferences about you (where and if applicable). Additionally, by entering this Competition, you authorise the Promoters to process your personal information for communication or statistical purposes. Any personal data submitted by you will be used solely in accordance with current Republic of REPUBLIC OF SOUTH AFRICA data protection legislation and Nestlé privacy policy. 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.
- 19. 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.
- 20. 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").
- 21. The Promoters shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Voucher codes will not be resent.
- 22. 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.
- 23. 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.
- 24. The Promoters shall have the right to change or terminate the promotion immediately and without notice, if deemed necessary in their 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 promotion and acknowledge that they will have no recourse against the Promoter or its agents.
- 25. The prize is not transferable and cannot be exchanged for cash.
- 26. The Promoters reserve the right to use the images taken of the winners in this competition 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 consumer.services@za.nestle.com or call us on +27 86 009 6116/+27 11 514 6116.
- 27. The Promoters shall have the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in their opinion and if circumstances arise outside of their control. In the event of such a 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.
- 28. Neither the Promoters, its agents, its associated companies, nor any directors, officers nor 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.
- 29. The judges' decision is final, and no correspondence will be entered into.

30. Disclaimer:

IMPORTANT NOTICE. We believe that breastfeeding is the ideal nutritional start for babies, and we fully support the World Health Organizations recommendation of exclusive breastfeeding for

the first six months of life followed by the introduction of adequate nutritious complementary foods along with continued breastfeeding up to two years of age. We recommend that you speak to your healthcare professional about how to feed your baby and seek advice on when to introduce complementary feeding.

- 31. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
- 32. 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.
- 33. You may not use any form of automated search or download technology to access this site without our prior written consent.
- 34. By accepting the terms and conditions 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.
- 35. 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>.

Annexure "A"

Participating Products:

- articlecode;uom
- 10368682;EA
- 10127964;EA
- 10180941;EA
- 10180942;EA
- 10137238;EA
- 10137159;EA
- 10550540;EA
- 10180945;EA
- 10131043;EA
- 10127969;EA
- 10180943;EA
- 10229147;EA
- ,
- 10622681;EA
- 10483217;EA
- 10685974;EA
- 10127959;EA
- 10125414;EA
- 10223279;EA
- 10127960;EA