NESTLÉ WINTER TREATS 2022 TERMS & CONDITIONS

- 1. The promoter is Nestlé (South Africa) (Pty) Ltd. ("the Promoter").
- 2. The promotional competition is open to all South African residents residing in South Africa and who are in possession of a valid identity document, passport or document of proof of South African residency and who are registered Xtra Savings members with a valid Xtra Savings card. 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 may not enter or participate in the Competition and will automatically be disqualified upon entry.
- 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 competition and the participant's
 receipt/possession of the prize.
- 4. This promotional competition is open from 16 May 2022 and ends at 12am (midnight) on 17 July 2022. Any entries received after the closing date will not be considered.
- 5. To enter, participants will be required to:
 - 5.1 Purchase any 1 (one) participating Nestlé hot chocolate plus any 2 (two) participating Nestlé chocolate (as attached in Annexure "A" below) from any Shoprite, Checkers or Checkers Hyper stores nationwide; and
 - 5.2 The competition only applies to Xtrasavings members with a valid Xtra Savings card if they purchase any of the participating products as indicated in paragraph 5.1 above.
 - 5.3 Xtrasavings members must swipe their card to receive an automatic entry into the competition.
- 6. Participants must keep their till slip as proof of purchase.
- 7. Participants must ensure that their details are up to date and accurate on their Xtra Savings profile. If a winner's details are incorrect, the Promoter reserves 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 separate Xtra Savings card swipe.
- 9. There are 24 (twenty-four) Netflix and DSTV subscription prizes and 2 (Two) Grand Prizes all to be awarded at the end of the campaign

10. The prizes consists of:

- 1 (one) of 12 (twelve) DSTV subscriptions for a year, valued at R2300 (Two thousand three hundred Rand) each;

OR

- 1 (one) of 12 (twelve) Netflix subscriptions for a year, valued at R2100 (Two thousand one hundred Rand) each;

The Grand prize consists of:

- 2 x Home Entertainment Bundle valued at approximately R80 000 (Eighty Thousand Rand) split between Checkers and Shoprite consisting of:
- 2x Samsung 70" SMART LED UHD TV
- 2x Samsung Soundbar
- 2x Samsung Tablet
- 2x JBL Pulse Bluetooth Speaker
- 2x Tripod Projector Screen
- 2x LED Portable Projector
- 11. In order to be eligible to win the grand prize, participants need to own a valid TV License.
- 12. All winners will be required to provide their name, ID number and contact details and to sign an acknowledgment of receipt of the prize.
- 13. Winners will be selected by means of a random draw 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 (Five) 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.
- 14. The prize includes delivery and the winner will be required to provide the Promoter with a valid day time delivery address to enable delivery.
- 15. A copy of these rules can be found on the following website www.termsconditions.co.za throughout the period of the competition or can be obtained from the Nestlé Consumer Call Centre on telephone number 011 514 6789.
- 16. The Promoter reserves the right to name winners publicly and any other place where the Promoter deems fit. By entering the competition, prize winners agree to the publication of their name by the Promoter.
- 17. Failure to claim the prize or a refusal or inability to comply herewith these requirements within 2 (Two) months will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter.
- 18. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.

- 19. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever.
- 20. The Promoter 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.
- 21. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer or cell phone hardware or software failure of any kind.
- 22. The Promoter reserves 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.
- 23. The Promoter has the right in its sole discretion to summarily disqualify a winner who, at any time, does not act in accordance with the spirit of the promotional competition. A disqualified winner shall immediately forfeit their right, title or interest in any prize.
- 24. 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.
- 25. NOTE: Any attempt to use multiple e-mail or Facebook accounts or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
- 26. The prize is not exchangeable for cash and is not transferrable.
- 27. The Promoter reserves the right to use the images taken of the winners 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 Anslow Office Park, 8 Anslow Crescent, Bryanston, 2021. Att: Legal Department.
- 28. The Promoter 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 Promoter or its agents.
- 29. In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value.

- 30. Neither the Promoter, its 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.
- 31. The judges' decision is final and no correspondence will be entered into.
- 32. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
- 33. 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.
- 34. You may not use any form of automated search or download technology to access this site without our prior written consent.
 - 36. 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.
- 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

Description	Barcode
HOT CHOC NESTLE 10S, ORIG EA	06009188004439
HOT CHOCOLATE NESTLE 8X20G, PMINT CRISP EA	06009188004538
BEVERAGE HOT CHOCOLATE NESTLE 500G EA	03033710065875
HOT CHOCOLATE NESTLE 8X20G, TEX EA	06009188004514
BEVERAGE HOT CHOCOLATE NESTLE 450G EA	06009188003753
BEVERAGE HOT CHOCOLATE NESTLE 250G EA	06001068379101
BEVERAGE HOT CHOCOLATE NESTLE 1KG TIN EA	06001068379309

Description	Barcode
CHOC ROLO NESTLE 50G EA	06001068592500
CHOC SLAB NESTLE 80G, SMARTIES EA	06001068644902
CHOCOLATE CHUNKY WHITE KIT KAT 40G EA	07613037252156
CHOC SLAB KIT KAT 85G, WHT EA	06009188005115
CHOCOLATE ORIGINAL MILKYBAR 40G BAR EA	06009188004897
CHOC CHNKY NESTLE AERO, DRK EA	06009188001223
CHOC SLAB KITKAT 135G, 11FINGR DRK EA	06009188002220
CHOC TEX LARGE 1S EA	06001025177207
CHOC CHNKY NESTLE AERO, DUET EA	06009188001230
CHOC SLAB NESTLE 80G, MILKY BAR EA	08000300371031
CHOC BAR ONE 1S, COFFEE EA	06001068674305
CHOC SLAB NESTLE 80G, M/BAR PEANUT EA	06009188002756
CHOC SLAB NESTLE 80G, KRACKLE MLK EA	06001068642700
CHOC CHUNKY PEANUT KITKAT 42G BAR EA	03800020417447
CHOC SLAB NESTLE AERO 85G, PEPPERMINT EA	06009188000097
CHOC SLAB NESTLE AERO 85G, DUET EA	06009188000103
CHOC SLAB KITKAT 135G, 11FINGR MILK EA	06009188002190
CHOC 4FINGER KITKAT 41.5G, WHT EA	06009188002183
CHOC SLAB KIT KAT 85G, MILK EA	06009188005122
CHOC BAR ONE 1S, LRG EA	06001068595808
CHOC LOG NESTLE 46G EA	06001068592708
CHOC SLAB NESTLE AERO 85G, MILK EA	06009188000080
CHOC SMARTIES NESTLE 40G BOX EA	00000050189014
CHOC CHNKY NESTLE AERO, MILK EA	06001025292900
CHOC CHUNKY KITKAT 1S BAR EA	06009188002244
CHOC CHNKY NESTLE AERO, MINT EA	06009188001216
CHOC SLAB NESTLE 150G, ROLO EA	06001068675401
CHOC SLAB NESTLE 150G, MILKY BAR EA	06001068691807
CHOC SLAB NESTLE 150G, MBAR KRACKLE EA	06001068708109
CHOC SLAB NESTLE AERO 85G, DRK EA	06009188000110
CHOC 4FINGER MILK KITKAT 41.5G EA	07613035220065
CHOC PEPPERMNT CRSP NESTLE 49G EA	00000060058041
CHOC SLAB NESTLE 80G, SMARTIES MLK EA	06001068643707

CHOCOLATE BAR ONE NESTLE 2X45/42G EA	06009188006273
CHOC SLAB NESTLE AERO 135G, PEPPERMINT EA	06009188000066
CHOC SLAB NESTLE AERO 135G, DUET EA	06009188000073
CHOC SLAB NESTLE AERO 135G, MILK EA	06009188000059
CHOC SLAB KITKAT 135G, 11FINGR WHT EA	06009188002237
CHOC 4FINGER KITKAT 41.5G, DARK EA	07613035510999
CHOC GIANT TEX 58G EA	06009188004132
CHOC SLAB NESTLE 80G, MILKYBAR CNUT EA	06009188004569