

NESTLÉ WINTER TREATS 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. 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.
3. 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 19 July 2021 and ends at 12am (midnight) on 19 September 2021. 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 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 has given incorrect contact details, 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 unique code.
9. There are 36 (thirty six) weekly prizes and 1 (one) Grand prize at the end of the campaign.
10. The weekly prizes consists of:
 - 1 (one) of 24 (twenty four) Shoprite Checkers vouchers valued at R600 (six 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:

- 1 x Home Entertainment Bundle valued at approximately R40 000 (Forty Thousand Rand) consisting of:
- 1x Samsung 70" SMART LED UHD TV
- 1x Samsung Soundbar
- 1x Samsung Tablet
- 1x Popcorn maker
- 1x Netflix Subscription for 1 year

11. Delivery to winner's residential address included.
12. In order to be eligible to win the grand prize, participants need to own a valid TV License.
13. Any prize not taken up for any reason within 2 (Two) months of notification will be forfeited.
14. Expiry dates can be found on the actual voucher.
15. All winners will be required to provide their name, ID number and contact details and to sign an acknowledgment of receipt of the prize.
16. Winners will be selected by means of a random weekly draw for the weekly prizes throughout the period of this promotional competition.
17. Winners that received a weekly prize will be notified via SMS whereafter a winner will be able to redeem their voucher at any Shoprite, Checkers or USave nationwide.
18. 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.
19. The prize includes delivery, if applicable, and the winner will be required to provide the Promoter 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 throughout the period of the competition or can be obtained from the Nestlé Consumer Call Centre on telephone number 011 514 6789.
21. 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.
22. 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.
23. 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.

24. The Promoter 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 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.
26. 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. Proof of sending will not be accepted as proof of receipt.
27. 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.
28. 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.
29. 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.
30. The prize is not exchangeable for cash and is not transferrable.
31. 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.
32. 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.
33. 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.
34. 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.
35. The judges' decision is final and no correspondence will be entered into.

36. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
37. 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.
38. You may not use any form of automated search or download technology to access this site without our prior written consent.
39. 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.
40. Your privacy is important to us, for more information on how we process and secure your personal information; please see our [data privacy statement](#).
41. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and the participants acknowledge that they are providing information to the Promoter and its agents only and not to Facebook.
42. All entrants in this Competition release Facebook from all liabilities and claims arising out of or in connection with this competition and these terms and conditions.

Annexure “A”

Participating items included in promotion

Article	Article Description	Sales Unit
10708806	CHOC 4FINGER KITKAT 41.5G, CITRUS	EA
10614979	CHOC 4FINGER KITKAT 41.5G, DARK	EA
10614983	CHOC 4FINGER KITKAT 41.5G, WHT	EA
10614986	CHOC 4FINGER MILK KITKAT 41.5G	EA
10367069	CHOC AERO BUBBLES PMINT NESTLE 300G PACK	EA
10125445	CHOC AERO LRG NESTLE 1UN, MILK	EA
10131652	CHOC AERO LRG NESTLE 1UN, MINT	EA
10130373	CHOC BAR ONE 1S, LRG	EA
10350797	CHOC BAR ONE MINI NESTLE 21G PACK	EA
10245418	CHOC CHNKY NESTLE AERO, CAPPUC	EA
10224180	CHOC CHNKY NESTLE AERO, CML	EA
10342470	CHOC CHNKY NESTLE AERO, DRK	EA
10257155	CHOC CHNKY NESTLE AERO, DUET	EA
10258189	CHOC CHNKY NESTLE AERO, MILK	EA
10258191	CHOC CHNKY NESTLE AERO, MINT	EA
10454775	CHOC CHNKY NESTLE AERO, ORNG	EA
10614974	CHOC CHUNKY KITKAT 1S BAR	EA
10475235	CHOC CHUNKY PEANUT KITKAT 42G BAR	EA
10390758	CHOC GIANT ONE 90G	EA
10698820	CHOC GIANT TEX 58G	EA
10395683	CHOC HEAVEN NESTLE 85G, HNUT TRUFFLE	EA
10395682	CHOC HEAVEN NESTLE 85G, LATTE TRUFFLE	EA
10361168	CHOC KITKAT POP NESTLE 140G PACK	EA
10243792	CHOC LOG NESTLE 46G	EA
10234644	CHOC MILKYBAR BUTTON NESTLE 100G PACK	EA
10224173	CHOC MINI BITE NESTLE 130G, BAR ONE	EA
10224212	CHOC MINI BITE NESTLE 130G, PMINT CRISP	EA
10224210	CHOC MINI BITE NESTLE 130G, ROLO	EA
10224211	CHOC MINI BITE NESTLE 130G, TEX	EA
10659464	CHOC MINI LEGENDS NESTLE 17S	EA
10367070	CHOC MUNCHIES NESTLE 100G PACK	EA
10137551	CHOC PASSIONS NESTLE 300G PK	EA
10142297	CHOC PEPPERMNT CRSP NESTLE 49G	EA
10243793	CHOC ROLO NESTLE 50G	EA
10614982	CHOC SLAB KITKAT 135G, 11FINGR DRK	EA
10614980	CHOC SLAB KITKAT 135G, 11FINGR MILK	EA
10614984	CHOC SLAB KITKAT 135G, 11FINGR WHT	EA
10132751	CHOC SLAB NESTLE 100G, D/MLK SUC/FREE	EA
10144836	CHOC SLAB NESTLE 100G, SUC FREE F&N	EA
10144834	CHOC SLAB NESTLE 100G, SUC FREE MILK	EA
10395611	CHOC SLAB NESTLE 150G, AERO MILK	EA
10483228	CHOC SLAB NESTLE 150G, AERO PMINT	EA
10486518	CHOC SLAB NESTLE 150G, MBAR KRACKLE	EA
10427900	CHOC SLAB NESTLE 150G, MILK COOKIES	EA
10427901	CHOC SLAB NESTLE 150G, MILKY BAR	EA
10213714	CHOC SLAB NESTLE 150G, NUT	EA
10395613	CHOC SLAB NESTLE 150G, PMINT CRISP	EA

10395614	CHOC SLAB NESTLE 150G, ROLO	EA
10338509	CHOC SLAB NESTLE 80G, ALBANY	EA
10338484	CHOC SLAB NESTLE 80G, ALBANY ALM	EA
10338483	CHOC SLAB NESTLE 80G, ALBANY DUO	EA
10338488	CHOC SLAB NESTLE 80G, CLASSIC	EA
10338485	CHOC SLAB NESTLE 80G, CRUNCH	EA
10338514	CHOC SLAB NESTLE 80G, KRACKLE MLK	EA
10338487	CHOC SLAB NESTLE 80G, M/BAR DBLE	EA
10639888	CHOC SLAB NESTLE 80G, M/BAR PEANUT	EA
10338512	CHOC SLAB NESTLE 80G, MILKY BAR	EA
10708807	CHOC SLAB NESTLE 80G, MILKYBAR CNUT	EA
10708808	CHOC SLAB NESTLE 80G, MILKYBAR MINT	EA
10338486	CHOC SLAB NESTLE 80G, MILO	EA
10338511	CHOC SLAB NESTLE 80G, SMARTIES	EA
10338513	CHOC SLAB NESTLE 80G, SMARTIES MLK	EA
10495157	CHOC SLAB NESTLE AERO 135G, DUET	EA
10495158	CHOC SLAB NESTLE AERO 135G, MILK	EA
10495156	CHOC SLAB NESTLE AERO 135G, PEPPERMINT	EA
10550357	CHOC SLAB NESTLE AERO 85G, CAPPUC	EA
10494735	CHOC SLAB NESTLE AERO 85G, DRK	EA
10494736	CHOC SLAB NESTLE AERO 85G, DUET	EA
10494737	CHOC SLAB NESTLE AERO 85G, MILK	EA
10633278	CHOC SLAB NESTLE AERO 85G, ORNG	EA
10494734	CHOC SLAB NESTLE AERO 85G, PEPPERMINT	EA
10142771	CHOC SLAB NOIR NESTLE 100G PACK	EA
10350859	CHOC SMARTIES CHIC NESTLE 117G PACK	EA
10462696	CHOC SMARTIES MINI EGGS NESTLE 4X19.6G	EA
10148672	CHOC SMARTIES NESTLE 40G BOX	EA
10478014	CHOC SMARTIES REINDEER NESTLE 100G	EA
10477853	CHOC SMARTIES TREE DECO NESTLE 140G	EA
10131975	CHOC TEX FUN BAG NESTLE 200G	EA
10137313	CHOC TEX GIANT NESTLE 62G	EA
10142301	CHOC TEX LARGE 1S	EA
10350798	CHOC TEX MINI NESTLE 17G PACK	EA
10726152	CHOCOLATE CHUNKY WHITE KIT KAT 40G	EA
10124379	BEVERAGE HOT CHOCOLATE NESTLE 250G	EA
10127947	BEVERAGE HOT CHOCOLATE NESTLE 500G	EA
10132846	BEVERAGE HOT CHOCOLATE NESTLE 1KG TIN	EA
10214627	HOT CHOCOLATE NESTLE 1.75KG TIN	EA
10499833	HOT CHOC NESTLE 10S, ORIG	EA
10499834	HOT CHOC NESTLE 10S, CHOC MINT	EA
10499835	HOT CHOC NESTLE 10S, HNUT	EA
10625549	BEVERAGE HOT CHOCOLATE NESTLE 450G	EA
10726154	HOT CHOCOLATE NESTLE 8X20G, TEX	EA
10726155	HOT CHOCOLATE NESTLE 8X20G, PMINT CRISP	EA