

## NESCAFÉ WIN AN ANNUAL SALARY COMPETITION

### 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 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) (Proprietary) 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 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 Nestlé and 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 will commence on **01 June 2025** and will end on **31 August 2025** (“**Promotional Period**”). No entries received after **00:00** on **31 August 2025** will be considered.

### 4. Mechanic

To participate in this Competition, participants must adhere to the following:

4.1 Buy any participating NESCAFÉ product (listed below), **from any participating retailer (in-store, on-line or mobile application) in the Republic of South Africa** (listed below at 4.2.5), and WhatsApp their proof of purchase to +27 73 087 8123 and follow the prompts to enter. Participants must keep their original proof of purchase (receipt/till slip) to be able to claim the prize.

#### **Participating Products:**

- NESCAFÉ CLASSIC Original 200 g Jar
- NESCAFÉ CLASSIC Crema 200 g Jar
- NESCAFÉ CLASSIC Black Roast 200 g Jar
- NESCAFÉ CLASSIC Decaf 200 g Jar

- NESCAFÉ CLASSIC Original 230 g Value Pack
- NESCAFÉ GOLD Original 200 g Jar
- NESCAFÉ GOLD Espresso 200 g Jar
- NESCAFÉ GOLD Decaf 200 g Jar
- NESCAFÉ GOLD Mild 200 g Jar
- NESCAFÉ GOLD All'Italiana 200 g Jar
- NESCAFÉ GOLD Original 220 g Value Pack
- NESCAFÉ CAPPUCCINO Original 10 Pack
- NESCAFÉ CAPPUCCINO Hazelnut 10 Pack
- NESCAFÉ CAPPUCCINO White Chocolate 10 Pack
- NESCAFÉ CAPPUCCINO Reduced Sugar 10 Pack
- NESCAFÉ CAPPUCCINO Decaf 10 Pack
- NESCAFÉ Vanilla Latte 10 Pack
- NESCAFÉ Latte Salted Caramel 10 Pack
- NESCAFÉ KITKAT MOCHA 8 Pack
- NESCAFÉ AERO HONEYCOMB MOCHA 8 Pack
- NESCAFÉ CAPPUCCINO Original 20 Pack
- NESCAFÉ CAPPUCCINO Hazelnut 20 Pack
- NESCAFÉ CAPPUCCINO White Chocolate 20 Pack
- NESCAFÉ CAPPUCCINO Reduced Sugar 20 Pack
- NESCAFÉ CLASSIC 3in1 20 Pack

4.2 Participants may enter the competition as many times as they wish during the Promotional Period, provided that they purchase any of the Participating Products each time (in a single transaction), complete the competition entry, submit valid copies of their proof of purchase, subject to the following conditions:

- 4.2.1 All entries from disqualified participants' mobile numbers will be rejected.
- 4.2.2 Only one prize per household and per person
- 4.2.3 No computer-based entries will be accepted.
- 4.2.4 Only 1 win per unique MSISDN
- 4.2.5 The purchase and valid Till Slip must be from one of the following participating retailers:

### **Grocer / Retail**

- Shoprite
- Checkers
- Spar
- Woolworths
- Boxer
- Pick n Pay
- Makro
- Game
- President Hyper
- Foodlovers Market
- PEP
- OK Express / Ok Foods
- USave

### **Garage Stores**

- Astron / Caltex
- Sasol
- Total Energies
- Engen
- Shell

### **Pharmacy Retail**

- Clicks
- Dischem

### **Online Retail and Delivery Services**

- TakeAlot
- Zulzi
- OneCart
- PNP ASAP
- Sixty60
- SPAR 2U
- Woolworths Dash

4.5 An entry is deemed to be completed once the proof of purchase has been uploaded via the campaign mechanic. Only completed entries will be considered for any prizes.

4.6 Till-slip image must be clear and the retailer, date, time and total of purchase should be visible.

4.7 Any mobile number that enters an incorrect information five (5) times in succession will be locked out of the Competition for the entire duration of the Competition ("**Blocked Participants**")

4.8 Blocked Participants have an opportunity to call the Nestlé Call Centre on 011 514 6116 or 086 009 6116 between 09h00 – 16h30 Monday to Friday (public holidays excluded) should there be a valid reason, which is accepted by the Promoter, for the Blocked Participants to be allowed to enter the Competition.

4.9 Participants must enter using a mobile phone number that is owned and registered to them. No other person may use another person's mobile phone number for purposes of entering the Competition. If it is discovered that participants have entered using a phone number that is not owned and registered to them, they will be disqualified, and the participant will be required to return the prizes to the Promoters.

4.10 The mobile phone number is crucial for all entries. If the participant has won using a specific phone number, they cannot use another number for further contact. This number must be reachable during office hours.

4.11 Participants must enter their valid Republic of South Africa identity number (ID number) or valid permanent residency permit number. No person may use another person's identity/permit number for Competition entry purposes. If it is discovered that participants have entered an identity/permit number that is not theirs, they will be disqualified.

## 5. The Prizes:

Participants in this Competition stand a chance to win the following:

5.1. The total prize money to be given away over the campaign period is R 1,578,000 (One Million Five Hundred and Seventy Eight Thousand Rand)

5.2 Weekly Prizes:

39 x R 2000 (Two Thousand) Cash Vouchers will be given away over a 13 week period. Three vouchers per week will be given away.

5.3. Grand Prizes:

5.3.1. 1<sup>st</sup> (First) Grand Prize – R 1,000,000 (One Million Rand)

5.3.2. 2<sup>nd</sup> (Second) Grand Prize – R 500,000 (Five Hundred Thousand Rand)

5.4. **For the purposes of this competition, the term 'annual salary' is used for marketing purposes only and does not carry any legal definition of salary. It solely refers to a one-time cash prize as stated in Section 5.2 (Grand Prizes) of these rules. Winners will not be entitled to any additional benefits under any circumstances. To clarify, the winner will receive a single lump sum payment.**

5.5 Draw Dates

All winners will be selected by a random draw as follows:

Date	Prize and Number of Winners
Week of 11-Jun-25	3 weekly cash voucher prize Winners to be drawn
Week of 18-Jun-25	3 weekly cash voucher prize Winners to be drawn
Week of 25-Jun-25	3 weekly cash voucher prize Winners to be drawn
Week of 02-Jul-25	3 weekly cash voucher prize Winners to be drawn
Week of 09-Jul-25	3 weekly cash voucher prize Winners to be drawn

Week of 16-Jul-25	3 weekly cash voucher prize Winners to be drawn
Week of 23-Jul-25	3 weekly cash voucher prizeWinners to be drawn
Week of 30-Jul-25	3 weekly cash voucher prize Winners to be drawn
Week of 05-Aug-25	3 weekly cash voucher prize Winners to be drawn
Week of 13-Aug-25	3 weekly cash voucher prize Winners to be drawn
Week of 20-Aug-25	3 weekly cash voucher prizeWinners to be drawn
Week of 27-Aug-25	3 weekly cash voucher prize Winners to be drawn
Week of 03-Sep-25	3 weekly cash voucher prize Winners to be drawn 1 First place Grand Prize Winner to be drawn 1 Second place Grand Prize Winner to be drawn

## 6. Claiming your Prize

6.1 Weekly Prizes: All weekly cash vouchers are physical in nature and will be delivered to the winners' home addresses after successful verification. The Promoters and Nestlé shall not be held liable for any claims or liabilities howsoever arising after the cash vouchers have been handed over.

6.2 The First and Second Grand Prizes are physical in nature and will be delivered to the winners' home addresses after successful verification. Additionally, winners will be responsible for any applicable taxes or legal disclosures required by law. It is recommended that winners seek their own legal and financial advice. The Promoters and Nestlé shall not be held liable for any claims or liabilities howsoever arising after the cash vouchers have been handed over.

6.3 At the time that a potential prize winner is identified, the potential prize winner will receive a telephone call from a representative of Nestlé 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 proof of purchase (receipts) and a copy of his/her ID and/or driver's license to the Promoters representative.

6.4 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 and documents are available. Once the till pay slip has been supplied and validated, the mobile number of the potential winner is placed into a randomised 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 chosen.

6.5 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 name being drawn, for whatsoever reason, including incorrect telephone numbers or inoperative telephone numbers, such winner will be disqualified and a runner up finalist will be deemed the potential prize winner subject to the terms and conditions herein.

## **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 on social media, 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.

7.3 The winners have a right to decline the invitation to use their image in marketing material or to participate in any marketing activity.

## **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 A Participant, potential prize winner and/or prize winner may, at the Promoters' sole discretion, be disqualified from the Competition and/or forfeit his/her prize if: (i) such person's participation in the Competition and/or the awarding of a prize to such participant would, as solely determined by the Promoter(s), be harmful to the goodwill and/or reputation of any of the Promoter(s); or (ii) such person engages in any unsafe, illegal, unsociable or inappropriate behaviour.

8.5 The prize will not be awarded to a third party, but only to the verified prize winner.

8.6 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.

8.7 Prize visuals on any competition and/or promotional materials are for illustrative purposes only.

8.8 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.

8.9 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 received 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 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 [consumer.services@za.nestle.com](mailto:consumer.services@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 [consumer.services@za.nestle.com](mailto:consumer.services@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 always 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 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 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 the Promoters' obligations regarding the Competition as well as in regard to the prizes shall cease to exist.

8.20 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.

8.21 For further information or enquiries please email our consumer services at [consumer.services@za.nestle.com](mailto:consumer.services@za.nestle.com) or call us on +27 86 009 6116/+27 11 514 6116.