

SA HOT CHOCOLATE WINTER 2025 COMPETITION TERMS & CONDITIONS

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 into the Competition, and acknowledge that you have been given an appropriate opportunity to do so and that you understand and accept these Rules.
- 1.3 This competition is operated by Nestlé (South Africa) (Pty) Limited (“Nestlé”) in conjunction with **Jupicorp (Pty) Ltd t/a TMARC** the “Promoters”) as well as GupShup (Pty) Ltd for the WhatsApp Entry mechanic.
- 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 the **REPUBLIC 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 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 shall commence on **5 May 2025** and will end on **31 August 2025** (“Promotional Period”). No entries received after **31 August 2025** will be considered.

4. Competition Mechanics

How to enter the Competition: Mechanics – WhatsApp Entry

4.1. To participate in this Competition, Participants must adhere to the following:

4.1.1. Buy any 2 (two) participating products (as listed below);

4.1.2. WhatsApp ‘Self Care’ to 073 062 5357 or Scan the QR code.

4.1.3. Follow the prompts;

4.1.4. Upload a picture of your original till slip/receipt after purchase of the participating products reflecting the date of purchase and the participating products purchased;

4.1.5. You will then be entered into the draw to stand a chance to win the below prize(s).

4.2. Participants are to keep proof of purchase (till slip/ receipt) in order to be able to enter and redeem their prizes.

4.1 Participating Products:

<u>Product</u>	<u>Barcode</u>
4.2.1. NESTLE Hot Chocolate Original (10x20g)	<u>6009188004347 (Display pack)</u> <u>(Not single sachets)</u>
4.2.2. NESTLE HOT CHOCOLATE Creamy Marshmallow (8x20g)	<u>6009188006600 (Display pack)</u> <u>(Not single sachets)</u>
4.2.3. NESTLE HOT CHOCOLATE Fudge Sundae (8x20g)	<u>6009188006624 (Display pack)</u> <u>(Not single sachets)</u>
4.2.4. NESTLE Hot Chocolate 250g	<u>6001068379101</u>
4.2.5. NESTLE Hot Chocolate 450g	<u>6009188003753</u>
4.2.6. NESTLE Hot Chocolate 500g	<u>6001068379200</u>
4.2.7. NESTLE Hot Chocolate 1kg Tin	<u>6001068379309</u>
4.2.8. NESTLE Hot Chocolate 1kg Doy	<u>6009188008154</u>
4.2.9. NESTLE KitKat Hot Chocolate Premix 24(10x33g)	<u>9556001314239 (Display pack)</u> <u>(Not single sachets)</u>

4.2 Participants may enter the competition as many times as they wish over the Promotional Period, provided that participants purchase any 2 of the Participating Products each time (in a single transaction) and complete the competition entry, keep valid copies of the original till slips (no photo copies or scanned till slips will be eligible or permitted into the draw), subject to the following conditions. Duplicate entries i.e. submission of duplicate till slips from potential winners will not be considered.

4.3.1 All entries from disqualified participants' mobile numbers will be rejected;

4.3.2 Only one prize per household and per number / person will be permitted;

4.3.3 No computer-based entries will be accepted;

4.3.4 Participants that are drawn as potential winners of the grand prize will need to provide a valid original till slip/receipt showing proof of purchase of the 2 participating products from participating retailers within the Promotional Period.

5. **The Prizes**

5.1 Participants in this Competition stand a chance to Win:

5.2 A trip for you and 3 friends to Greece to the value of R410 000 (Four hundred and ten thousand rand).

Draw Dates and Claiming your Prize

- a. All unique/positive entries will be entered into random draws that will be held during the week of the following dates:

Date	Prize and Number of Winners
01 September 2025	Grand Prize draw (One Winner)

4.4 Grand Draw: All unique/positive entries will be entered into random draws that will be held on the following date: Grand draw: 1st September 2025.

4.5 A total of 1 (one) winner will be selected and rewarded the grand prize to whom they will select 3 (three) friends to go on a trip to Greece with, all expenses paid amongst the 4 (four) people.

4.6 The Grand Prize consists of a getaway to Greece for the winner and 3 travel partners (4 persons in total). The getaway is valued at R410 000 (Four hundred and ten thousand rand). The getaway includes flights, transfers, accommodation in Athens, Mykonos & Santorini, breakfast daily, visas, insurance, the free activities listed below and R15 000 each for additional activities. The Grand Prize is scheduled to start from 3rd October 2025 until 8th October 2025.

- a. There are a host of activities that can be chosen by the winning consumer and their chosen travel partners. All activities entered into are at the sole discretion and risk of the participants and Nestle and the Promoters are not responsible for any loss or damages incurred as a result of these activities. Some activities are free whilst others carry a fee which would be funded from the available R15 000 for each person activity budget.

b. Activities include;

- Athens – approximately 3.5 hours Athens sightseeing Tour. Includes: transport by luxury A/C bus, professional and licensed guide, hotel pickup and drop off services, whispers, acropolis entrance fee, all taxes. Excludes: gratuities and personal expenses.
- Mykonos – approximately 3 hours Ancient Delos Tour. Includes: transfers from/to hotel, professional tour guide for ancient Delos, boat tickets to Delos, Escort. Excludes: Entrance fee to Delos, whispers guide system, and anything not specified as included.
- Santorini – approximately 6.3 hours Thalassa Boat Sunset Cruise with BBQ onboard. Includes: 1 small bottle of water, guided volcano tour, Greek BBQ dinner on board, Santorini white wine during dinner, Snorkelling equipment, round trip

- transfer from your hotel, and swimming noodles. Excludes: Extra drinks and refreshments and volcano entrance.
- Santorini – Semi Private highlights tour. Includes: Guide, wine tasting entrance fees, and transportation from/to hotel. Excludes: Meals and refreshments.
- c. The Grand Prize is exclusive of any additional costs and liabilities incurred by the prize winner that are not expressly stated as forming part of the Grand Prize including, but not limited to, spending money, meals not included, taxes (excluding flight taxes), visas (if applicable), additional travel extensions, tips & gratuities, personal, property & health insurance, items of a personal nature, in-room charges, wifi, losses, damages, claims, legal costs and increased personal taxation liabilities (“Additional Costs and Liabilities”).
 - d. The Grand Prize is not transferable, exchangeable or redeemable for cash.
 - e. You must possess all required documents and permissions that may be required in order to accept and use the Grand Prize, including, as regards to international travel, a valid passport and all necessary visa and travel documentation (if applicable), which documents and permissions it is your responsibility to obtain at your own cost, and which documents and permissions must remain valid in such minimum form and for such minimum period after the travel time as may be required by the relevant authorities.
- 4.7 At the time that a potential prize winner is identified, the potential prize winner will receive a telephone call from a representative of the Promoters, 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 (receipt/s) and a copy of his/her REPUBLIC OF SOUTH AFRICA ID and/or driver's license to the Promoter's representative.
 - 4.8 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.
 - 4.9 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 up chosen.

5 Promotional Material and Marketing Activities

- 5.3 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.
- 5.4 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.
- 5.5 The winners have a right to decline the invitation to use their image in marketing material or to participate in any marketing activity.
- 5.6 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.

6 General

- 6.3 The judges' decision is final, and no correspondence will be entered into.
- 6.4 The Promoters may require each winner to complete and submit an information disclosure agreement to enable the Promoters to ensure compliance with these Rules.
- 6.5 Should a 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, that winner will automatically be disqualified and/or the prize will be forfeited. Winners may also be required to sign acceptance of prizes and indemnity documents.
- 6.6 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.
- 6.7 The prizes are not transferable, and no substitution or cash redemption of prizes is permitted. A prize will not be handed/awarded to a third party, but only to the verified prize winner.
- 6.8 The Promoters reserve the right, at their sole discretion, to substitute a prize with any other prizes of comparable or greater commercial value for whatever reason.
- 6.9 Prize visuals on any Competition and/or promotional materials are for illustrative purposes only.

- 6.10 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.
- 6.11 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.
- 6.12 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.
- 6.13 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 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.
- 6.14 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**").
- 6.15 All Participants participate entirely at their own risk. By reading and accepting these Rules, each Participant gives 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.
- 6.16 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.

- 6.17 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.
- 6.18 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.
- 6.19 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 in order 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.
- 6.20 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 of the Promoters' obligations in regard to the Competition as well as in regard to the prizes shall cease to exist.
- 6.21 These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa and any Participant and the Promoters consent to the non-exclusive jurisdiction of the High Court of South Africa.
- 6.22 For further information or enquiries please email our consumer services at consumer.services@za.nestle.com or call us on +27 86 009 6116/+27 11 514 6116.