

# TERMS & CONDITIONS

## TERMS AND CONDITIONS: GENEROUS FIRST PROMOTION

The Terms and Conditions set out below apply to all participants submitting entries for the Cadbury GENEROUS FIRST ("the Promotion").

Please read these terms and conditions carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate.

### 1. THE PROMOTION AND PROMOTER

Cadbury GENEROUS FIRST Promotion is conducted by Mondelez South Africa Proprietary Limited, No 6 Woodmead Estate, 1 Woodmead Drive, Woodmead, Sandton, 2191, Tel: 011 253 4000 and its appointed agencies ("the Promoter").

### 2. PROMOTION PERIOD

2.1 The Promotion will run from **1<sup>st</sup> May 2025 until 31<sup>st</sup> July 2024** ("the Promotional Period").

No entries received after 23h59 on 31<sup>st</sup> July 2025 will be accepted.

2.2 The Promotional Period may be extended or curtailed at the discretion of the Promoter.

2.3 For the in-store Promotion, the qualifying products are subject to stock availability at the time of purchase and will vary by store. The Promotion is valid while stocks last.

### 3. WHO MAY ENTER

3.1 All participants in the Promotion ("Participants") must, at the time of entering the Promotion:

- a) be a natural person and be at least 18 (eighteen) years of age at the commencement of the Promotion Period above;
- b) be a citizen and/or legal resident of the Republic of South Africa;
- c) be in possession of a valid South African Identity Document, resident/work permit and/or Driver's License; and
- d) be residing or be present in South Africa for the duration of the Promotional Period and for the period during which the prize draws and the delivery or collection of the prize/s takes place.

3.2 All persons entering this Promotion ("the Participants") agree that the Terms and Conditions, rules and provisions as set out herein are binding on them.

3.3 Participation in the Promotion excludes directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoter or any third parties involved in the execution of the Promotion, either directly or indirectly (including but not limited to agencies, organisers and/or participating stores of the Promotion) as well as the members of the immediate family (being spouses, life partners, parents, children, brothers, sisters, fathers and/or mothers) and/or business partners or associates of any of the aforesaid persons.

#### **4. HOW TO PARTICIPATE IN THE PROMOTION**

##### **4.1 IN-STORE PROMOTION: BUY, DIAL & WIN (USSD & WHATSAPP PROMOTION):**

To qualify for the Promotion, each Participant must purchase any (2) participating Cadbury Dairy Milk products – inclusive of all Cadbury slabs, hereinafter referred to as “Participating Products”.

Cadbury Dairy Milk 80g Wholenut

Cadbury Dairy Milk 80g Fruit and Nut

Cadbury Dairy Milk 80g Cashew and Coconut

Cadbury Dairy Milk 80g Dream

Cadbury Dairy Milk 80g Dream Biscuit

Cadbury Dairy Milk 80g Milk Chocolate

Cadbury Dairy Milk 80g Mint Crisp

Cadbury Dairy Milk 80g Biscuit

Cadbury Dairy Milk 80g Top Deck

Cadbury Dairy Milk 80g Rum & Raisin

Cadbury Dairy Milk 80g Top Deck Mint

Cadbury Dairy Milk 80g Bournville

Cadbury Dairy Milk 88g Caramello

Cadbury Dairy Milk 150g Wholenut

Cadbury Dairy Milk 150g Fruit & Nut

Cadbury Dairy Milk 150g Milk Chocolate

Cadbury Dairy Milk 150g Mint Crisp

Cadbury Dairy Milk 150g Top Deck

Cadbury Dairy Milk 150g Bournville

Cadbury Dairy Milk 150g Salted Caramel

Cadbury Dairy Milk 150g Roasted Almonds

Cadbury Dairy Milk 150g Fudge Cookie Crumble

##### **4.2 USSD & WHATSAPP Entries:**

- 4.2.1 Please note that no other Promoter products are eligible for this Promotion, other than those participating products mentioned above. The Participating Products are subject to availability at time of purchase.
- 4.2.2 There will be the 2 entry platforms available for consumers to choose from, USSD by dialing \*120\*8826# and WhatsApp, via a QR code or saving the WhatsApp number 061 979 7217 and using the keyword **HI**
- 4.2.3 Participants who enter via the USSD must purchase any two of the participating products and dial USSD number \*120\*8826# and follow the prompts.
- 4.2.4 Participants who enter via WhatsApp must purchase any two of the participating products and scan the QR code or save the WhatsApp number +27 61 979 7217 and enter the keyword HI from a registered prepaid cell phone number that has been RICA'd and registered in the name of the Participant and follow the prompts.
- 4.2.5 USSD entries costs 20c per 20 seconds. Free minutes do not apply. Incomplete entries may be billed by the Participant's service provider. WhatsApp entries will be charged at standard WhatsApp rates.
- 4.2.6 The Promoter shall not be responsible for telecommunication failure on the part of the participant's service provider.
- 4.2.7 Due to network restrictions, the USSD session will time out after 120 seconds. If a participant enters and the session times out, they will need to re-enter by dialing the USSD number again.
- 4.2.8 Proof of purchase (till slip) must be retained in order to stand a chance to be nominated for a prize. Each completed USSD entry will receive an SMS with a link to be used to complete the journey and upload the proof of purchase (Till Slip) to the WhatsApp line +27 61 979 7217.
- 4.2.9 Participants must enter from a mobile number that is RICA'd and registered in their own name and owned by themselves. No other person can use another person's mobile for purposes of an entry. This is to avoid fraud and possible litigation between the phone owner and the entrant. Any Participant that uses a phone other than their own for the purposes of entry may be disqualified and requested to refund the prizes to Promoter, at the sole discretion of the Promoter.
- 4.2.10 Persons nominating and nominees will be deemed to have accepted these terms and conditions and agree to be bound by them.
- 4.2.11 Participant needs to have sought consent of the nominee to share their information for purposes of entering into this promotion. The nominator may submit the name and email address of the nominee at this point.
- 4.3 MICROSITE Entries:**
- 4.3.1 By accessing or using the Cadbury Generous First Experience Hub, you agree to be bound by these Terms and Conditions, Cadbury's Terms of Use (<https://cadbury.co.za/terms/cadbury-generous-first-terms-and-conditions>), and any specific promotional terms applicable to activities or competitions featured within the Cadbury Generous First Experience Hub.

### **Entry Mechanic**

- 4.3.2 The Generosity Hub is hosted on a microsite, with a shareable link: <https://generousfirst.cadbury.co.za> that can be promoted across all channels or embedded on various platforms and pages for seamless access.

- 4.3.3 The Generosity Hub builds brand affinity by making generosity a shared experience. Users can nominate someone for a memorable first-time moment, fostering emotional connections and community engagement. Once users enter the microsite, they begin their journey to nominate someone special for a first-time experience.
- 4.3.4 To submit a nomination, they fill out a form with the following details: First & Last Name City of Residence Cellphone Number Nominee's First & Last Name Nominee's City (linked to the leaderboard) Reason for their nomination Chosen Generous First – Users can either select from a predefined list (based on the nominee's city) or manually enter a custom experience, depending on the brand's preference. Enable users to upload their receipts for Cadbury chocolate purchases.
- 4.3.5 Participant needs to have sought consent of the nominee to share their information for purposes of entering into this promotion. The nominator may submit the name and email address of the nominee at this point.
- 4.3.6 After completing the nomination, users receive a personalized certificate recognizing their act of generosity, which can be downloaded and shared on social media.
- 4.3.7 Additionally, they can track their city's ranking on the heatmap and encourage others to participate by sharing their ranking on social platforms.
- 4.3.8 Users can share their nomination journey on social media, inspiring others to participate and creating a ripple effect of generosity across the nation.
- 4.3.9 The person nominated needs to give consent before being entered into the draw.

#### **Use of the Cadbury Generous First Experience Hub**

- 4.3.10 The Cadbury Generous First Experience Hub is intended for personal, non-commercial use only.
- 4.3.11 Users must not engage in any activity that interferes with the proper functioning, security, or accessibility of the Experience Hub.
- 4.3.12 By using the Experience Hub, you agree to provide accurate and truthful information when prompted for entries, uploads, or form submissions.

#### **Promotions and Entries**

- 4.3.13 Promotions available within the Cadbury Generous First Experience Hub are governed by their own unique rules, prize pools, and timeframes.
- 4.3.14 Entry requirements may include (but are not limited to) uploading valid till slips showing eligible Cadbury products, submitting personal details, nominations in the form of text/video or engaging with digital campaign elements.
- 4.3.15 Each participant may only enter in accordance with the limitations set out in the promotion's specific terms (e.g., one entry per day). Any attempt to manipulate the system may result in disqualification.
- 4.3.16 All entries are subject to verification, and the Promoter reserves the right to disqualify entries that are incomplete, incorrect, fraudulent, or submitted in breach of these Terms.

#### **Content and Intellectual Property**

- 4.3.17 All content featured within the Cadbury Generous First Experience Hub, including but not limited to games, videos, images, logos, designs, and copy, is the property of the Promoter and/or its licensors.
- 4.3.18 No content from the Experience Hub may be reproduced, copied, distributed, republished, downloaded, displayed, posted, or transmitted in any form without express written permission.
- 4.3.19 Users may not use the Experience Hub or its content for commercial purposes or in any way that infringes on Cadbury's intellectual property rights.

## **Disclaimer and Liability**

4.3.20 The Cadbury Generous First Experience Hub is provided “as is.” While we aim to ensure smooth operation and accuracy, the Promoter make no guarantees as to uninterrupted availability or freedom from technical errors.

4.3.21 The Promoter is not liable for:

- a) Lost, delayed, misdirected, or corrupted entries
- b) Network, system, or hardware failures
- c) Typographical or other errors in communication or promotional material
- d) Any direct, indirect, or consequential losses incurred in connection with use of the Experience Hub or participation in any promotions

4.3.22 Users participate in the platform and associated activities at their own risk.

## **Modifications and Termination**

4.3.23 The Promoter reserves the right to update, amend, suspend, or terminate the Cadbury Generous First Experience Hub, its features, or these Terms & Conditions at any time without prior notice.

4.3.23 All changes to these Terms & Conditions will be published on the official campaign website or relevant platform pages.

4.3.24 It is the sole responsibility of the user to remain informed of the latest Terms & Conditions. By continuing to use the Cadbury Generous First Experience Hub, you acknowledge and accept that any such updates are binding. The Promoter is not responsible for a user's failure to review the latest version of these Terms, provided such updates have been made reasonably accessible.

## **5. CAN I PARTICIPATE IN THE PROMOTION MORE THAN ONCE?**

5.1 Multiple entries will be permitted, subject to each entry being submitted separately and in accordance with entry requirements and unique till slip (1 entry = 1 till slip).

## **6. PRIZES (First-Time Experiences)**

6.1 The Promotion will give participants a chance to win prizes as per the below breakdown:

- 10 x Uber + Fine Dining Vouchers (2 x People)
- 10 x Uber + Movie Tickets and Snacks (2 x People)
- 10 x Uber + Spa Vouchers (2 x People)
- 10 x Uber + Bounce Experience Vouchers (2 x People)
- 2 x Bicycles
- 2 x Radisson Safari Hotel Hoedspruit Experience (2 x People)
- 1 x Kwa Maritane Pilansberg Experience (2 x People)
- 2 x Springbok Rugby Game Local Experience (2 x People)
- 1 x River rafting Experience (2 x People)

2 x Flight Experience (2 x People)

1 x Local MSC Cruise (2 x People)

2 x Sun City Experience (2 x People)

2 x Umhlanga (Durban) Experience (2 x people)

1 x Hot Air Ballooning Experience – Magaliesburg (2 x People)

1 x Cooking Experience (2 x People)

1 x Hey Neighbour experience (2 x People) Or Durban July experience (2 x People)

6.2 Winners accept the prizes as is and at their own risk.

6.3 Promotional images are merely a representation of the prizes, and the actual prizes may vary.

6.4. The Promoter reserves the right to substitute any of the prizes for a different prize of similar value.

6.5 All experiences will include flights (If required) and Hotel accommodation for the duration of their experience.

6.6 Any risks in relation to the prizes (such as loss, theft or damages) will pass to the winner once the prize has been collected/accepted and/or signed for by the winner. The Promoter will not be responsible for any lost or stolen prize] and no replacements will be made.

6.7 Prizes are not transferrable or exchangeable and may be forfeited or be the subject of a separate draw or be allocated to another winner at the Promoters' discretion. Winners are allowed however to pass their prize onto a friend/family member if they wish not to take it themselves.

6.8 All prize finalists will be subject to a verification process. Winners will be confirmed only once the verification process has been completed.

6.10 All prize finalists will need to supply a copy of their South African identity Document, Driver's License and/or residency permit, proof of residential address, completed finalist form and any other relevant documents to complete the verification process.

## **7. AWARDING OF PRIZES**

7.1 All prize winners will be determined by an electronic/random draw conducted in presence of local regulatory authorities where required provided that they have valid till slips.

7.2 Should unforeseen circumstances prevent the draw from taking place on the set draw date, the draw will be moved to the next available date at the sole discretion of the Promoter.

7.3 Thereafter, Winners will be selected by a panel of judges comprising of the Promoter's representatives and the appointed Agency of Record.

7.4 Once Nominations have been vetted and selected, prizes will be awarded accordingly.

7.5 All prize finalists will first be notified via telephone. In the event that a finalist is not contactable for 3 (three) consecutive days (3 contact attempts) then such finalist will forfeit their prize and another finalist will be randomly selected and the following documentation will be required by the winners:

- a) Winner form to be completed by winner and returned within 48 hours
- b) Proof of ID Documentation.

Winners will contact the nominees (friends), notify them about the prize and direct them to the Promoter or designated agencies to collect the prizes.

- 7.6 Weekly prize announcements will take place weekly starting from the 16 May 2025.
- 7.7 It is the Participant's responsibility to provide the correct contact number when entering the Promotion. If the contact number provided by the Participant is incorrect, the winner will forfeit the prize and it will be transferred to the next random selected entry.
- 7.8 The Promoter reserves the rights to carry out reasonable due diligence to confirm eligibility and may refuse to award the prize to a participant if there is suspicion of any irregularities or fraudulent activities.
- 7.9 The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's Brands into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Promotion as determined by the Promoter in its sole discretion.
- 7.10 The Promoter reserves the right to withdraw the prize and/or disqualify any participant / winner that may bring the Promoter brands into disrepute.
- 7.11 Any dispute with number ownership (such as more than one individual claiming to be the owner of the same mobile/contact number – verbally or otherwise) will result in immediate disqualification of both the number and the individuals and no negotiation will be entered into.
- 7.12 None of the Promotion prizes are transferable or redeemable for cash and the Promoter is not liable for any defect, changes and/or modifications in the prizes.
- 7.13 Winners must collect the prizes within 30 days of being notified. Any prizes collected after 30 days of being notified will be forfeited.
- 7.14 Winners may be required to sign Indemnities and/or Consent Forms when accepting their prize.

## **8. INDEMNITY**

- 8.1 To the extent permitted by the Consumer Protection Act and any other applicable law:
- 8.1.1 The Participant and/or winner(s) hereby indemnifies the Promoter, its associated companies, directors, officers, employees and/or agents against any direct, indirect, special, incidental, consequential, or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the Participants entrance to the Promotion.
  - 8.1.2 The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud) to the extent allowable by law.

- 8.1.3 The Promoter reserves the right, at any time, to verify the validity of Participants (including but not limited to a Participant's identity, age and place of residence) and to reject any Participant who has not complied with these Terms and Conditions.
- 8.1.4 Errors and omission may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 8.1.5 Neither the Promoter nor its agents or distributors will have any liability in relation to this Promotion.
- 8.1.6 By participating in this Promotion, Participants agree to allow marketing materials to be sent to them from the Promoter during and after the Promotional Period. However, Participants will have the option to decline/opt out with every email received, with the exception of the first email.
- 8.1.7 The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Promotion as determined by Promoter in its sole discretion.
- 8.1.8 The Promoter reserves the right to request the Participant to present the proof of purchase in the instance where there is a dispute related to entries and rewards. Should the proof of purchase not be presented, the Participant may be found to not be the rightful purchaser of the product in question and the entry or reward may be disqualified.
- 8.1.9 The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion.
- 8.1.10 The Promoter will not be liable for any unforeseen defects in promotional materials supplied or manufactured by third parties including but not limited to the wrapper and QR code.
- 8.1.11 The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotion and any prizes, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonable deems necessary. The onus rests on the participants to check the website or the Promoter's social media pages for updates to the Terms and Conditions. No liability shall lie on the Promoter in favour of any participant, winner(s) and/or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Promoter and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Promoter.
- 8.1.12 Any winning participant who does not take up the prize will be deemed to have forfeited the prize and the Promoter will not have any further liability on the matter.
- 8.1.13 Participants agree that by uploading their videos and/or stories, they grant permission to the Promoter to use the videos and/or stories or any part thereof, in any and all media for promotional/ marketing purposes with no consideration payable to the participants.
- 8.1.14 The Promoter assumes no liability whatsoever for any entry that has been omitted from participation for any reason whatsoever.



- 8.1.15 The Promoter reserves the right to delete any information uploaded by a Participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive, or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for the Promotion.
- 8.1.16 Participants warrant that they have full rights to the videos and/or stories that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.
- 8.1.17 The Participant warrants that the entry has not been used for commercial purposes or submitted in other contests, locally or elsewhere.
- 8.1.18 Each Participant agrees not to submit any entry that:
- a) infringes any third party's proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity, or confidentiality obligations.
  - b) violates any applicable laws and regulations; and
  - c) contains material which is (or promotes activities which are) obscene, discriminatory illegal offensive, threatening, profane, or harassing or which is otherwise inappropriate, in the sole discretion of the Promoter, nor may the name submitted contain any derogatory references to the Promoter or any other person or entity including brands or trademarks of the Promoter or any other person or entity.
- 8.1.19 The Promoter does not assume any liability for any unlawful or unlawfully produced content entry.
- 8.1.20 The Promoter reserves the right to remove, in its sole and absolute discretion, any video deemed inappropriate or that is not in compliance with the terms and conditions of the Promotion.
- 8.1.21 If the Promoter is required by any law, to alter any aspect of the Promotion or to terminate the Promotion as a result of changes in legislation, the Promoter will have the right to terminate this Promotion with immediate effect. In such event all participants hereby waive any rights which they may have against the Promoter and acknowledge that they will have no recourse or claim of any nature whatsoever against the Promoter, its agents and/or contractors.
- 8.1.22 In the event of any inconsistency between these Terms and Conditions and any terms and conditions printed or displayed on any marketing materials published or broadcast in any media (such as but not limited to the internet, television, radio, newspaper, magazines etc.) relating to the Promotion, the terms contained in these Terms and Conditions shall prevail.

## **9. CONFIDENTIALITY**

- 9.1 Participants of this Promotion are voluntarily providing their personal information to the Promoter which shall be utilized for the purposes of this Promotion, its associated agencies and the third-party service providers running the Promotion in conjunction with the Promoter.
- 9.2 By entering this Promotion, Participants authorize the Promoter to collect, store and use and share personal information of Participants for communication or statistical purposes. Participants are entitled to decline any marketing communication and inform the Promoter in writing should the Participant wish to be removed from all communication.

9.3 By entering this Promotion, the Participant consents that the Promoter may use names and images taken of the winners and/or Participants for publicity purposes, without any further remuneration being payable to the winner. All promotional material will become the sole property of the Promoter. However, the Participant and/or winner has the right to decline participating in any promotional activity or to object to these images being used by written notification to the Promoter at No 6 Woodmead Estate, 1 Woodmead Drive, Woodmead, Sandton, Attention: Legal Department. The written notification is to reach the Promoter by no later than the last stipulated draw date.

## **10. GENERAL**

10.1 The Promoter's decision is final, and no correspondence will be entered into. This Promotion in no way sponsored, endorsed, or administered by Meta (Facebook and Instagram), X (Twitter) or TikTok.

10.2 In part or all of any clause of these Terms and Conditions is illegal, invalid or enforceable:

- a) It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible.
- b) It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

10.3 All Terms and Conditions are subject to the laws of Republic of South Africa and should a doubt or dispute occur, it will be taken before the courts of Republic of South Africa.

10.4 This Promotion is not applicable in conjunction with any other offers/promotions offered by the Promoter.

## **11. DATA PROTECTION TERMS**

11.1 The Promoter through subcontractors/sub processors may have access to specific information which can identify individuals who are consumers (known as "Personal information" as defined by Protection of Personal Information Act). The Promoter and its subcontractors shall comply with all laws and regulations applicable to "Personal Information" and any related information.

11.2 The Promoter through its sub processors warrants that any "Personal Information" will be collected in accordance with Protection of Personal Information Act, 2013 (POPIA), and will only be used for the purposes for which it was collected, including: Administering entries and promotions; Communicating with winners and validating claims; Providing platform support and updates.

11.3 Processing and collection of information will include:

- a) The Promoter holding information about the nominee and nominator on their digital and manual systems.
- b) The Promoter sharing nomination information with its designated agencies.
- c) Using the information to contact the nominator/nominee where applicable.

11.4 By accessing the Promotion, the data subject gives consent to the processor to process the Personal Information related to participation in the Promotion.

11.5 Personal information will be retained as long as reasonably and legally required to perform the obligations under the terms of the Promotion.

- 11.6 The Cadbury Generous First Experience Hub may use cookies, pixels, and tools such as Google Analytics to collect anonymous usage information for performance optimization and to enhance user experience.
- 11.7 Personal information will only be collected where submitted directly by users — for example, during competition entry, till slip uploads, or promotional sign-ups.
- 11.8 Sending promotional or marketing communications — only where prior, explicit consent has been granted.
- 11.9 No personal information will be shared with third parties for marketing purposes without the user's prior consent.
- 11.10 Users who opt in to promotional communications may withdraw their consent at any point during the campaign period by clicking the unsubscribe link or contacting the support team. Once opted out, the user will be excluded from all future promotional messaging and non-essential processing.
- 11.11 Users may at any time request access to, correction of, or deletion of their personal data, or object to further processing by emailing the campaign's designated Information Officer or using the contact details provided on the website.