The Terms and Conditions set out below apply to all participants submitting entries for the Cadbury LUNCH BAR 60TH BIRTHDAY Promotion 2025 ("Promotion").

Please refer to: <u>https://www.facebook.com/LunchBarSA/</u> for the current Terms and Conditions of this 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.

THE PROMOTION AND PROMOTER:

Cadbury Lunch Bar 60TH BIRTHDAY Promotion 2025 is conducted by Mondelez South Africa Proprietary Limited, No. 6 Woodmead Estate, 1 Woodmead Drive, Woodmead, Sandton, 2191, Tel: 011 253 4000 ("the Promoter").

1. PROMOTION PERIOD

1.1. The Promotion will run from the 01 April 2025 until 30 June 2025 ("the Promotional Period"). No entries received after midnight on the 30th June_ 2025 will be accepted.

1.2. The Promotion Period may be extended or curtailed at the discretion of the Promoter.

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

2. WHO MAY ENTER

2.1. All Participants in the Cadbury Lunch Bar 60TH BIRTHDAY Promotion 2025 ("Participants") must, at the time of entering the Promotion:

2.1.1. be a natural person and be at least 18 (eighteen) years of age;

2.1.2. be a citizen and/or legal resident of the Republic of South Africa;

2.1.3. be in possession of a valid South African Identity Document, resident/work permit and/or Driver's License; and

2.1.4. 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.

2.2. 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 their agencies, organisers and 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) business partner or associate of any of the aforesaid persons.

3. USSD PROMOTION MECHANIC

3.1. To qualify for the Promotion, each Participant must purchase any two (2) of the qualifying Cadbury Lunch Bar products listed below in any Shoprite, Checkers, Checkers Hyper stores or via the Sixty60 app, nationwide:

CADBURY LUNCH BAR ORIGINAL 23G

CADBURY LUNCH BAR ORIGINAL 48G

CADBURY LUNCH BAR DREAM 48G

CADBURY LUNCH BAR MAX 62G

CADBURY LUNCH BAR 144G

Hereinafter referred to as "participating products".

3.2. 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.

3.3. To stand a chance of winning any of the prizes listed in paragraph 6, Participants must purchase any two of the participating products in any Shoprite, Checkers, Checkers Hyper stores or via the Sixty60 app nationwide and follow the instructions below:

3.3.1. Dial USSD number *120*101112# from a registered cell phone number that has been RICA'd and registered in the name of the participant.

3.3.2. Follow the text prompts to complete their entry. Hereinafter referred to as an "entry".

3.3.3. A valid entry is considered a completed USSD journey with 2 (two) valid unique codes printed on the inside of the participating Lunch Bar wrappers.

3.4. USSD entries costs 20c per 20 seconds. Free minutes do not apply. Incomplete entries may be billed by the participant's service provider.

3.5. The Promoter shall not be responsible for telecommunication failure on the part of the participant's service provider.

3.6. Due to network restrictions, the USSD session will time out after 120 seconds. If a participant successfully enters the unique codes for two participating products before the session times out, their entry will be considered valid.

3.7. 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. MICROSITE PROMOTION MECHANIC -

4.1 Lucas Baloyi, The Lunch Bar Man with his theory is trying to find the missing information scattered throughout the monolith which can be found at <u>www.thelunchbarman.co.za</u>

4.2 The users must navigate through key questions on the monoloith by answering the questions to help Bra Lucas solve the mysteries in record time. Participants will not be required to purchase the Participating Products to participate in the microsite promotion mechanic.

4.3 The participant who answers all the questions correctly, in the shortest period of time, will be the participant who wins the prize.

4.4 In the event there is a tie between two participants with regards to the questions and answer section on the microsite leaderboard, a first come for first serve basis based on when you participated in the competition. The participant who answers the questions correctly and reaches the best time first will be a prize winner.

4.5 A participant that entered on the 1st of April will be higher on the leaderboard compared to a participant that entered on a date after the 1st of April if their times for participation in the competition are the same. This can be extended for the winners if needs be.

5. CAN I QUALIFY MORE THAN ONCE FOR THE PROMOTION?

5.1. Multiple entries will be permitted, and participants may enter the Promotion through the USSD mechanic and the Microsite mechanic as many times as they wish over the

Promotion Period, provided that participants comply with the Promotion entry steps set out in above in respect of each entry mechanic.

5.2. A person may not win more than one prize within a 6 (six) month period following his/her first win, nor shall (i) any member of such person's family (including, but not limited to, aunts, uncles, cousins, grandparents, in-laws, etc.) or (ii) friends or acquaintances residing at the same address, on the same property (including communes), or within a 2km radius of one another, qualify to win.

5.3. Prizes (as described in paragraph 6) are limited to one prize per household.

6. PRIZES

6.1. The Promotion will afford participants a chance to receive;

6.1.1. 58 x R15 000 Cash prizes (USSD Entries)

6.1.2. 1 x R60 000 Cash prizes (Microsite Game winner)

6.1.3. 1 x R60 000 Cash Prize (Grand Prize – USSD Entries)

Hereinafter collectively referred to as "prizes".

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

6.3. Promotional images are merely a representation of the prize and the actual prize may vary. The Promoter reserves the right to substitute any of the prizes for a different prize of similar value.

6.4. Any risks in relation to the prizes (such as loss, wrong bank account details, 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, damaged or stolen prizes and no replacements will be made.

6.5. 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.

6.6. All prize finalists will be subject to a verification process. Winners will be confirmed only once the verification process has been completed. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification.

6.7. All prize finalists will need to supply a copy of their South African identity Document, Driver's license and/or permanent residency permit, proof of residential address, completed finalist form, a copy of their Sixty60 invoice or Till Slip showing their purchase and any other relevant documents to complete the verification process.

7. AWARDING OF PRIZES

7.1. All prize winners for the USSD mechanic will be determined by random automatic selection at the end of week during the Promotion Period while the prize winners for the Microsite mechanic will be those who answer the questions correctly in the shortest time possible.

7.2. Should unforeseen circumstances prevent any 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. It is the Participants' 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 randomly selected entry.

7.4. 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 a provisional winner will be randomly selected and the same process as described herein will be followed.

7.5. Finalists will be required to complete and provide the following for both the USSD competition and the Microsite competition:

a. Winner form to be completed by finalist and returned within 48 hours

b. Proof of ID Documentation

c. Proof of bank account

7.6. The bank account will be verified according to the completed winner form and ID

document / mobile number or email address, through Colony's online banking portal (Colony is the Promoter's Agency).

7.7. If a finalist does not have a South African bank account the cash prize cannot be fulfilled unless the finalist can nominate someone else's bank account details with a clear affidavit from the South African Police Services, with the nominee details, clear bank statement and ID.

7.8 Once a finalist has been verified and confirmed as a winner, they will receive their cash prize via EFT.

7.9_Payment of the cash prizes can take up to 7 days based on the fulfilment process

7.10 The Promoter reserves the right 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 under these Terms & Conditions or seek recovery of its value if the Prizes have been awarded.

7.11 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 unfavourably on the Promotion as determined by Promoter in its sole discretion.

7.12 The Promoter reserves the right to withdraw the prize and/or disqualify any participant/winner that may bring the Promoter brands into disrepute.

7.13 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 negotiations will be entered into.

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 and/or 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.

8.1.1 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).

8.2 The Promoter reserves the right, at any time, to verify the validity of participants (including but not limited to a participant's identity, age, place of residence) and to reject any participant who has not complied with these Terms and Conditions.

8.3 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.

8.3.1 The Promoter reserves the right to request the Participant to present the wrappers with the unique codes in the instance where there is a dispute related to entries and rewards. Should the wrappers not be presented, the Participant may be found to not be the rightful purchaser of the unique code in question and the entry or reward may be disqualified.

8.3.2 Neither the Promoter nor its agents or distributors will have any liability in relation to this Promotion.

8.3.3 By participating in this Promotion, participants agree to allow marketing material to be sent to them from the Promoter during and after the Promotion Period. However, participants will have the option to decline/Opt Out with every SMS received.

9. CONFIDENTIALITY

9.1 Participants of this promotion are voluntarily providing their personal information to the Promoter, its associated agencies and the third-party service providers running the Promotion in conjunction with the Promoter.

9.2 By entering this Promotion, participants authorise the Promoter to collect, store and use (not 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/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/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, 2191, 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 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.

10.2 The onus rests on the participants to check the website for updates to the Terms and Conditions.

10.3 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.

10.4 The Promoters decision is final, and no correspondence will be entered into. This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or any other social media platform.

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

10.5.1 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,

10.5.2 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.

10.6 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) or a dispute with a bank account will result in immediate disqualification of both the number and the individuals and no negotiations will be entered into.

10.7 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.

10.8 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. Promoter through its sub processors warrants that any "Personal Information" will be collected in accordance with Protection of Personal Information Act.

11.3. By accessing the Cadbury Lunch Bar 60th Birthday Competition, the consumer/data subject gives consent to the processor to process the Personal Information related to participation in the campaign.

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