

## COMPETITION TERMS & CONDITIONS

### REPUBLIC OF SOUTH AFRICA

#### 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 Tilt Culture (Pty) Ltd and Khethokuhle Ngonyama (together 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 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 26 April 2024 and will end on 16 May 2024 (“**Promotional Period**”). No entries received after 16 May 2024 will be considered.
4. **Competition Mechanics**

- 4.1 To participate in this competition, participants are required to:

Place a coffee cup emoji below the Instagram post posted on the account of @kay.yarms and follow the Nespresso account, @nespresso.za to stand a chance to win the prize listed below, subject to the following conditions:

  - a. Only one prize per household and per number / person
  - b. No computer-based entries will be accepted

4.2 Any accounts that have been blocked by the @nespresso.za account are not eligible to enter the competition. ("**Blocked Participants**")

4.3 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 should there be a valid reason, which is accepted by the Promoters, for the Blocked Participants to be allowed to enter the Competition.

4.4 Participants must enter on an Instagram account that is owned and registered to that person. No other person can use another person's Instagram for Competition entry purposes. If it is discovered that participants have entered on a Instagram account that is not registered to them, they will be disqualified, and the entrant will be requested to refund the prizes to the Promoters.

4.5 The Instagram account is key to all entries, if the entrant has won on a certain Instagram account they cannot use another Instagram account in order to be contacted further.

## 5. **The Prizes**

5.1 Participants in this Competition stand a chance to Win:

One Nespresso Vertuo Creatista Coffee machine valued at R14,000.

## 6. **Claiming your Prize**

6.1 All unique/positive entries will be entered into a random draw within one week of the end of the Promotional Period (this date is subject to change without notice).

6.2 One winner will be selected from the above-mentioned draw(s).

6.3 Eligible winners will have their prizes delivered, should a physical delivery be necessary. Should delivery of the prizes be unsuccessful after 3 attempts the prizes will be stored by at Promoters premises and may be collected by the validated winner.

6.4 At the time that a potential prize winner is identified, the potential prize winner will receive a direct message (DM) from a representative of the Promoters to their Instagram account 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 a copy of his/her ID and/or driver's license to the Promoters representative.

6.5 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 available. Once the till 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.

6.6 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 handle being drawn, for whatsoever reason, 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.

6.7 The potential winner will be announced by Khethokuhle Ngonyama on her Instagram account, @kay.yarms.

## **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 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 each 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 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.
- 8.6 The Promoters reserve the right, at their sole discretion, to substitute the prize with any other prizes 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 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.
- 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). 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 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.
- 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 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.
- 8.12 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**").
- 8.13 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.

- 8.14 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.
- 8.15 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.
- 8.16 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.
- 8.17 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.
- 8.18 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.
- 8.19 **This Competition is in no way organized, endorsed or administered by, or associated with, Facebook, Twitter, TikTok and/or Instagram. You understand that you are providing your information to the Promoters and not to Facebook, Twitter, TikTok and/or Instagram.**
- 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 [club@za.nespresso.com](mailto:club@za.nespresso.com), 0800 63 777 3