

Nestlé Professional Winter promotion – Food Trucks

1. Introduction

- 1.1. Participation in this Competition is governed by these terms and conditions (the “**Rules**”).
- 1.2. Participants are encouraged to review the Rules before entering into 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 Roger Wilco (Pty) Ltd (collectively the “**Promoters**”).
- 1.4. Participation in the Competition constitutes acceptance of these Rules and Participants 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 who are account holders and customers of Food Trucks within the Channels listed in paragraph 1 of Annexure 1 (“Channels”) of these Rules, provided that such a customer’s account with Food Trucks is in good standing. 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 1 June 2024 and will end on 31 July 2024 (“Promotional Period”). No entries received after 31 July 2024 will be considered.

4. Competition Mechanics

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

4.1. To participate in this competition, Participants from each of the Channels are required to purchase any of the Participating Nestlé Products (“Participating Products”) set out in paragraph 2 of Annexure 1 of these Rules, to the value of R1500 in a single transaction from Food Trucks Online (www.ft-online.co.za) and shall enter the promo code **NESTLÉ** at checkout and provide a valid invoice in order to qualify for an entry into the competition. The Participating Products must be purchased from any one of the participating branches listed in paragraph 3 of Annexure 1 to these Rules.

4.2. Multiple entries are allowed during the Promotional Period on condition that Participants are required to purchase the Participating Products to the value of R1500 in a single transaction each time and to provide a valid invoice for each entry.

4.3. Participants are required to participate in this competition with a Food Truck account that is registered in the name of that specific participant. Participants cannot use an account belonging to or registered in the name of any other person, entity and/or third party for purposes of participating in this Competition. Participants that participate in this competition with an account that is not registered to such a Participant will be disqualified from participating in this competition.

4.4. Participants that participate in this competition are required to have a Food Trucks account that is in good standing and therefore not on hold or in arrears. Should it be determined that a Participant’s account is in arrears or not in good standing, such a Participant’s entry will be deemed invalid.

5. The Prizes:

5.1. Participants each stand a chance to win a Food Trucks Online voucher to the value of R1500 each (one R1500 voucher will be awarded per month). This means that the total number of vouchers to be won for the entire competition period is 2 x R1500 Food Truck-Online vouchers.

5.2. Winners will need to use their prizes within 2 (two) years from the date of issue of the prizes.

5.3. Drawn winners are not winners until they have provided a valid invoice as proof of purchase. Once the invoice has been validated and is deemed to be legitimate the potential winner will be deemed to have won a particular prize.

6. Claiming your prize:

All unique/positive entries will be entered into random draws which will take place on the following dates :

- Week of 15 July 2024 (in respect of prizes for June entries); and
- Week of 15 August 2024 (in respect of the prizes for July entries).

6.1. A total number of [4] winners will be selected from the above-mentioned draw(s).

6.2. 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)/invoices) and a copy of his/her identity document and/or driver's license to the Promoters' representative.

6.3. 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)/ invoice(s) is available. Once the receipt(s)/invoice(s) have been supplied and validated, the entry of the potential winner is placed into a randomised draw process from which they could be selected as the final winner. The final winners 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.

- 6.4. 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 or no answer, such a potential winner will be disqualified and a redraw will be executed.
- 6.5. Eligible winners will have their prizes delivered to them via email to the respective email addresses provided to the Promoters.
- 6.6. If for whatever reason the customer rejects the prize – the promoter reserves the right to select another winner without any remuneration or interest accumulated.

7. General

- 7.1. The judges' decision is final, and no correspondence will be entered into.
- 7.2. The Promoters may require the winner to complete and submit an information disclosure agreement to enable the Promoters to ensure compliance with these Rules.
- 7.3. 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 the prize will be forfeited. Winners may also be required to sign acceptance of prizes and indemnity documents.
- 7.4. 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.
- 7.5. The prize is not transferable, and no substitution or cash redemption of prizes is permitted. The prize will not be handed/awarded to a third party, but only to the verified prize winner.

- 7.6. The Promoters reserve the right, at their sole discretion, to substitute the prizes with any other prizes of comparable or greater commercial value for whatever reason.
- 7.7. Prize visuals on any competition and/or promotional materials are for illustrative purposes only.
- 7.8. By entering this Competition, a Participant authorises the Promoters to collect, store and use (not share) 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. 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. You are entitled to decline any marketing communication by emailing consumer.services@za.nestle.com or dial 086 009 6 616.
- 7.9. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and Nestlé's privacy policy. You further accept and give the promoters the right to transfer, where applicable, your personal information to any of its third parties for the purpose of processing the information which shall accord with the protection of Personal Information Act 4 of the 2013(POPI) and, outside of South Africa, such as transfer shall conform with the provisions of POPI. Should the participant object to the processing of his/her/their personal information and/or receipt of direct marketing, the participants should send an email to popia@bidfood.co.za
- 7.10. 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 dataprotection@za.nestle.com or Dial + 27 86 009 6116.
- 7.11. 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 campaigns will not be entitled to any payment or other remuneration for such publicity campaign or otherwise. All publicity and other materials will be the sole property of the Promoters.

7.12.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 ("**CPA**").

7.13.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.

7.14.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 a 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 a prize; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of a prize.

7.15.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.

7.16.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 Promotion and acknowledge that they will have no recourse against the Promoters, its advertising agencies, advisors, suppliers and nominated agents.

7.17. By entering the Competition, Participants acknowledge that the Promotion 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.

7.18. 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.

7.19. 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.

7.20. For further information or enquiries please email our consumer services at consumer.services@za.nestle.com or call us on 086 0096 116.

Annexure 1 –Food Trucks Customers

1. The Nestlé Winter Beverage Competition shall be applicable to Food Trucks Trading customers within the following channels
 - 1.1. Food Trucks Retail Customers;
 - 1.2. Food Trucks Accommodation Customers;
 - 1.3. Food Trucks Industrial Customers;
 - 1.4. Food Trucks Eat-out Customers.

2. The participating Nestlé products for each channel for each month are as follows:

Winter Promo SKU's		
Codes	MATERIAL	DESCRIPTION
BEH1866	8303248	NESCAFE RICOFFY 6x1.5kg ZA
BEH1869	8303235	NESCAFE RICOFFY 12x750g MU
BEH1868	8303229	NESCAFE RICOFFY 2(6x250g) ZA
BEH2612	12353144	NESCAFE CLAS CoffNat Jar 6x200g ZA
BEH2310	12453281	NESCAFE GOLD Jar 6x200g N4 ZA
BEH1877	8303002	NESCAFE CLASSIC Sachet MP 200x1.8g ZW
BEH1879	8303039	NESCAFE DECAF Sachet MP 200x1.8g KE
BEH1880	8303237	NESCAFE RICOFFY Sachet MP 200x2.7g ZW
BEH2946	12315613	NESTLE Hot Chocolate StickPack 70x20g ZA
BEH2957	12335512	NESCAFE Gold Stick Pack 200x1.8g
BEH0033	12269677	DRINK INSTANT CHOCOLATE HOT INSTANT 1.75kg
BEH1879	8303039	COFFEE SELECT DECAF STICKS
BEH3045	12338734	COFFEE SUPERIORE WHOLE BEAN
DAI0375	8309983	CREAMER SINGLESERVE
BEH3288	12581731	DRINK INSTANT MILO 750GR

3. Participating Food Trucks Branches:

3.1. Food Trucks