LUCKY DRAW TERMS AND CONDITIONS

1. All persons ("Panellists") entering the Nestlé Good Food Conversations Lucky Draw ("Lucky Draw") agree that the rules as set out in these terms and conditions ("Terms and Conditions") are binding on them.

2. The Lucky Draw will run from 1 May 2015 to 31 December 2015, after which date the Lucky Draw will automatically lapse and no further entries will be accepted.

3. The "Promoters" are Nestlé (South Africa) Proprietary Limited ("Nestlé") and Nudge Now Proprietary Limited ("Nudge Now").

4. To enter the Lucky Draw, Panellists must successfully complete the profiling questionnaire, opt-in to the Good Food Conversations community panel and complete at least one (1) research survey, if invited, during the particular month of the Lucky Draw.

5. The online research community panel shall work as follows:
   i. Prospective panellists will be invited to join the panel and will qualify for the research panel based on successful completion of the profiling questionnaire and provided their usage profile meets the criteria for the community panel.
   ii. A Panellist may then be invited to complete a survey, if selected in the panel sample for a specific survey.
   iii. A Panellist will then be required to accurately complete the survey provided to them from the Good Food Conversations online community panel.
   iv. At the end of each month, all Panellists who have successfully participated in a research survey will automatically be entered into the Lucky Draw related to that particular month.
   v. For every research survey completed during a particular month, Panellists will receive 1 entry into the Lucky Draw for the particular month in question e.g. should a Panellist complete 2 surveys during a particular month, they will receive 2 entries into the Lucky Draw for that particular month.

6. Lucky Draws will take place once a month, provided that there was at least one (1) survey launched from the Good Food Conversations online community panel during that particular month.

7. Winners will be contacted via email or telephone number used to join the Good Food Conversations online community. The Promoters reserve the right to disqualify a winner if he/she does not respond to the email or telephone call within a period of seventy-two (72)
hours of winner selection and randomly select a replacement winner from the prospective Panellists. In such circumstances, the replacement winner shall be contacted via email or telephonically by the Promoters as soon as reasonably practicable and shall be required to respond to the Promoters in the manner set out in such correspondence. In the event that the replacement winner fails to respond to the Promoters as required, then the provisions of this clause shall apply to that new winner in the same way as if he/she were the original winner. If the selected winner does not have any contact details a redraw will take place immediately.

8. Participants stand a chance to win Lucky-Draw prizes (the “Prize”) subject to the following conditions:
   i. the Promoters decision is final and no correspondence will be accommodated on any matter relating to the awarding of the Prize, the Prize content, the winning Panellist or any other related matter;
   ii. any failure, non-compliance or shortcoming on the part of the winner, in relation to meeting these Terms and Conditions, may result in the cancellation of the Prize and a new draw taking place. In such an instance the preceding winner will be excluded from future draws; and
   iii. the winner must be willing to sign all indemnities and meet all requirements to redeem the Prize.

9. The Prize is non-transferable, cannot be resold or used in conjunction with any other promotional competition or redeemed in whole or part for cash.

10. The Promoters reserve the right to substitute the Prize with another of greater or equal value.

11. The Lucky Draw is open to all South African residents aged 18 years or older. This Lucky Draw is not available to the directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of Nestlé, Nudge Now or agencies and their immediate family members.

**EXCLUSIONS AND OTHER IMPORTANT TERMS**

12. These Terms and Conditions contain certain provisions which appear in similar text style to this clause and which:
   i. may limit the risk or liability of the Promoters or a third party;
   ii. may create risk or liability for the Panellist;
   iii. may compel the Panellist to indemnify the Promoters or a third party; or
iv serves as an acknowledgement, by the Panellist, of a fact.

13. Nothing in these Terms and Conditions 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 Panellist or the Promoter in terms of the Consumer Protection Act, 68 of 2008 (“CPA”).

14. The Panellist acknowledges that by submitting his or her entry to the Promotional Competition he/she has been given an appropriate opportunity to first read these Terms and Conditions before entering and that he/she understands and accepts these Terms and Conditions.

15. All Panellists to this Lucky Draw participate entirely at their own risk. By reading and accepting these Terms and Conditions, the Panellist gives consent to these risks and hereby indemnifies and holds harmless Nestlé and Nudge Now; 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 Lucky Draw 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 indemnified parties.

16. The Promoters reserve the right to amend these Terms and Conditions as well as terminate the Lucky Draw at any time. In the event of such termination, all Panellists agree to waive any rights that they may have in terms of the Lucky Draw and acknowledge that they will have no recourse against the Promoters, its advertising agencies, advisors, suppliers and nominated agents.

17. By entering the Promotional Competition in accordance with its terms, Participants acknowledge that the Lucky Draw will be managed in accordance with the provisions of the CPA. Winners undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to (i) providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize upon its delivery.

18. The names of the winners will be published on the Promoters’ websites subject to the winners consent.

19. Winners may be requested to take part in the Promoters’ publicity campaigns or to allow their names to be used by the Promoters for promotional purposes. Winners are, however, entitled to decline such request.
20. The Promoters shall conduct the Lucky Draw, and the Promoters’ decision on any matter related thereto, including the selection of winners is final and no correspondence will be accommodated in respect thereof.

21. The Promoters reserve the right to vary these Terms and Conditions by providing notice of such change on the Nestlé website (www.nestle.co.za). Any queries in this regard, and a copy of these Terms and Conditions can be found at the above website or by emailing support@goodfoodconversations.co.za during office hours (Monday to Friday 08h30 – 16h30), throughout the period of the Lucky Draw.

22. The Promoters reserve the right to circulate the Panellists’ personal information for purposes of this Lucky Draw and the Panellist, by electing to participate in this Lucky Draw hereby irrevocably and unconditionally consents to the distribution of its personal information for the purposes contemplated herein.

23. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.