

## Danone Nutriday Squeezy Promotion Rules

### 1. Terms and Conditions:

- 1.1. All persons (“**Participants**”) participating in the Nutriday Squeezy Promotion (the “**Promotion**”) agree that the Promotion rules, as set out in these terms and conditions (“**Terms and Conditions**”), shall apply and are binding on them.
- 1.2. The promoter of this Promotion is **Danone** Southern Africa (Proprietary Limited) (“**Danone**”) and shall be referred to as the “**Promoter**” in respect of the Promotion for purposes of these Terms and Conditions.
- 1.3. The Promotion commences on 07 April 2022 and ends at midnight (12am) on 30<sup>th</sup> April 2022, all days inclusive. No entries received after this date will be accepted.
- 1.4. By Opting in for marketing, you consent to your details being stored by the Promoters and used in the future to send you information about Promoter’s products, services, and future promotions. Should you wish to Opt Out of any communication in future, you can do so by replying stop to any message or email received from the Promoter or contacting them using the details made available in these terms and conditions or clicking on the “unsubscribe” or “opt-out” link, where applicable.

### 2. Qualifying criteria

In order to participate in the Promotion, you must qualify with the following requirements:

- 2.1. You must live in the Republic of South Africa;
- 2.2. You must have a valid identity number;
- 2.3. You must be 18 years and older;
- 2.4. 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.

### 3. Entry into the Promotion

To enter the Promotion, Participants must :

- 3.1. Follow @Nutridaya on Facebook or Instagram;
- 3.2. Like @Nutridaya on Facebook or Instagram;
- 3.3. Tag 2 (two) friends @Nutridaya on Facebook or Instagram;
- 3.4. Use the following hashtags: #EasyPeasyDairySqueezy, #LionSqueezy and #NutridayJunior
- 3.5. Participants may enter as many times as they wish (to a maximum number of 3 entries per unique cell phone number per day) but will be limited to winning 1 (one) Lion Squeezy and 8 (eight) Nutriday Dairy Squeezy Low Fat Dairy Snacks (“**Prizes**”).

#### **4. Prizes**

- 4.1. Participants stand a chance to win daily Prizes throughout the duration of the Promotion.
- 4.2. Prizes are not transferable or redeemable for cash. The Promoters reserve the right to substitute any Prize with another prize of similar value.

#### **4.3. DAILY PRIZES**

- 4.3.1. There are a total of 24 (twenty-four) Prizes to be won throughout the duration of the Promotion. Winners will be able to personalise their Lion Squeezy with an embroidered name on the Lion Squeezy.
  - 4.3.2. Prizes will be couriered to the address provided by the relevant winners and delivered during daytime hours.
- 4.4. If a winner cannot be reached within 3 (three) working days, the Promoters will move on to the next qualifying winner.
  - 4.5. Winners will be required to provide a copy of their ID and proof of address before they can be verified.
  - 4.6. In order for a Participant to qualify as a winner and is informed that they are a winner the Participant must provide all the required information, and meet the qualifying criteria as well as confirm that they have met the conditions stated in clause 3 above

#### **5. GENERAL TERMS**

- 5.1. Without detracting in any way from the Promotion Terms and Conditions the following general provisions shall be applicable to this Promotion.
- 5.2. The Promoters will interpret the Terms and Conditions in their sole discretion and reserve the right to amend the Terms and Conditions at any time.
- 5.3. By entering and participating in the Promotion, you agree that the Promoter may collect and process your personal information for purposes of this Promotion.
- 5.4. In the event of a dispute, the decision of the Promoters will be final, and binding and no correspondence will be entered. In this regard and for further clarity, the Promoter shall be entitled to deal with such disputes (or any failure by Participants to follow the rules) in their sole discretion, including that the Promoter shall be entitled, in addition to any other rights which the Promoters may have in terms of these rules, to immediately disqualify entrants from this Promotion.
- 5.5. By entering the Promotion and/or accepting any prize, each Participant hereby indemnifies, releases and holds harmless the Promoters (including their Subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors (the "promoter parties") from and against any actions, claims and/or liability for injury, loss, damage, expense, claim or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the Promotion, and/or the use,

acceptance or possession of a prize, and / or participating (or non-participation) in a prize-related activity.

- 5.6. Participants who, in the Promoters' sole determination, act unlawfully, fraudulently, in breach of these Terms and Conditions or this Promotion or otherwise dishonestly may be disqualified from participating in the Promotion and shall not be eligible to receive the prize.
- 5.7. The Promoter give or make no warranties or representatives, whether express or implied, in relation to any prizes available in this Promotion.
- 5.8. Additional to any rights contained in the Terms and Conditions, the Promoter reserves the right to terminate the Promotion at any time with immediate effect. If this is the case, the Promoter will provide a notice on the NutridaySA Facebook and Instagram pages which can be accessed here <https://www.facebook.com/nutradaysa/> and here <https://www.instagram.com/nutradaysa/>. It shall be the responsibility of Participants to review such website in this respect. In such events, all Participants hereby waive any rights which they may have against any of the Promoter and acknowledge that they will have no recourse or claim of any nature against the Promoters.
- 5.9. The Promoter is not liable for any technical failure that may result in an entry not being successfully submitted. Any Prize is accepted by a Participant at his / her own risk and the Promoter is not liable, at any time, for any defect in any prize.
- 5.10. The duration of the Promotion may also be extended, amended, or shortened at the sole discretion of the Promoter. If this is the case, the Promoter will provide notice of this on the Nutridaysa Facebook and Instagram pages, which can be accessed at <https://www.facebook.com/nutradaysa/> and here <https://www.instagram.com/nutradaysa/> All Promotion queries must be directed to the Danone Customer call centre on 0861 435 737.
- 5.11. A copy of the Terms and Conditions is available at no cost to the Participants and can be found on <https://corporate.danone.co.za/brands/nutriday-junior>

## **6. EXCLUSIONS AND OTHER IMPORTANT TERMS**

- 6.1. 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 Participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 6.2. By entering the Promotion in accordance with its terms, Participants acknowledge that the Promotion will be managed in accordance with the provisions of the CPA. Qualifying participants undertake to expeditiously do all things necessary to enable the Promoter 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.
- 6.3. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.

## **7. POPI (PROTECTION OF PERSONAL INFORMATION)**

- 7.1. By entering and participating in the Promotion, Participants agree that the Promoter and / or organisers may collect, store and use (not share) personal information of Participants for communication or statistical purposes or purposes of this competition. The Promoter and/or organisers fully comply with the requirements of the Protection of Personal Information Act 4 of 2013 (POPIA). Such information will not be disclosed to any third party, except for purposes of the Promotion/Competition where applicable, unless agreed otherwise, or unless disclosure is required by law or court order. Entrants are entitled to decline any marketing communication and inform the Promoter in writing should the Participant wish to be removed from all communication.
  - 7.2. 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 Danone, Bryanston Office Park, Bryanston Drive, Bryanston, Attention: Communication Department [mediasouthafrica@danone.com](mailto:mediasouthafrica@danone.com) The written notification is to reach the Promoter by no later than the last stipulated draw date.
8. The Promoters decision is final, and no correspondence will be entered into.