

# TERMS & CONDITIONS OF THE *MAKE IT A TASTY BREAKFAST* COMPETITION

## 1. Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1. **"Competition"** means the **MAKE IT A TASTY BREAKFAST** competition starting on **1<sup>st</sup> February 2021** and ending at midnight on **30<sup>th</sup> April 2021** organised by the Promoter and open to participants residing in Kwa-Zulu Natal in the Republic of South Africa.
- 1.2. **"Competition Period"** means **1<sup>st</sup> February 2021** up to and including **30<sup>th</sup> April 2021**.
- 1.3. **"Goods"** means any two **Nyala Instant Maize Porridges of any variant**.
- 1.4. **"Participant"** means a person who enters the Competition.
- 1.5. **"Participating Stores"** mean the selected stores in KZN in the Republic of South Africa that have been approved by the Promoter to participate in the Competition.
- 1.6. **"Promoter"** means Premier FMCG (Proprietary) Limited (Registration Number: 1968/002379/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
- 1.7. **"Prize"** means 1 (One) of 12 (Twelve) cash prizes to the value of R7 500 (Seven Thousand Five Hundred Rand) and 1 (One) of 1 (One) cash prizes to the value of R10 000 (Ten Thousand Rand)\*.

## 2. Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges to have read and understood.

## 3. Entry Requirements

- 3.1. To be eligible for Participation in this Competition an entrant must:
  - 3.1.1. Be a South African citizen or permanent resident over the age of 18 (eighteen) years.
  - 3.1.2. Successfully enter the Competition in accordance with the entry mechanism set out in clause 3.3;
  - 3.1.3. Agree to permit the Promoter to collect his/her personal information for the purpose of the Competition and the Promoter's product marketing and development.
  - 3.1.4. Undertake to abide by these Rules.
- 3.2. Participants may only enter this Competition by purchasing 2 (two) x Participating products from any participating store on a single till slip and then dialling the USSD line \*120\*304050#, enter the last 4 FOUR (4) digits of the barcode on pack of the x 2 (TWO) purchased Goods and follow the prompts.
- 3.3. To enter the Competition, Participants must ensure they do the following:
  - 3.3.1. Buy any X 2 (Two) Goods from any participating store
  - 3.3.1. Dial the campaign USSD line \*120\*304050#, enter the FOUR (4) digits of the barcode on pack of the x 2 (TWO) purchased Goods and follow the prompts.
  - 3.3.2. Keep the till slip as proof of purchase of the participating packs. Only till slip dated within competition dates will be accepted. Till slip must show 2 (Two) participating products and only 1 till slip will be accepted.
  - 3.3.3. Standard USSD rates will apply-20c per 20 seconds. Free minutes do not apply.
- 3.4. Entries received through any medium other than as stipulated in clause 3.2 shall not be considered
- 3.5. Only entries received within the Competition Period will be considered, as set out in the promotional material in the participating store. The Competition closes on the closing date and no other entries thereafter shall be considered.

## 4. Award Terms

4. The weekly winner of the competition will be chosen by a weekly random draw.

- 4.1. The competition draw will take place weekly. The draws will take into consideration all entries received on the day on which the last draw was conducted up until the day before the next draw: if a finalist is drawn for that week the till slip will need to reflect that week's date range. If an entrant is not drawn for that week, they will need to purchase products and enter again for a chance to qualify for the opportunity to be in the next draw.
- 4.2. The winner will be notified within 24 (twenty-four) hours of the random draw.
- 4.3. In the event that a Prize winner cannot be successfully contacted within 24 hours of the draw date or is unable, for any reason whatsoever, to accept the prize, a replacement winner will be randomly drawn from the remaining qualifying participants in the draw in accordance with the same process and procedures as applicable to the original draw.
- 4.4. The Prize is not transferable.

## 5. Use of Personal Information

- 5.1. Personal information is information relating to a Participant. Personal information includes a Participant's identity number, passport number and contact details.
- 5.2. By entering this Competition, a Participant agrees that the Promoter may use his/her personal information in connection with the Competition.
- 5.3. As far as the law allows, each Participant agrees and gives the Promoter permission to collect, get, receive, record, organise, collate, store, update, use and share all of his/her personal information for all purposes relating to the Competition.
- 5.4. A Participant may ask the Promote at any time before the Closing Date to correct or confirm any personal information if it is wrong or out of date.
- 5.5. Each Participant warrants that he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Competition. The Promoters will not use any Participant's personal information in any way which breaks the law and undertakes to keep all personal information of Participants secure and for as long as the law requires.
- 5.6. By entry in this competition, all Participants will state whether they give consent to having their data captured on the Promoters' system and contacted by Premier (pty) LTD. The Participant agrees that the information that was provided by the participant via the USSD line in relation to this Competition becomes the property of the Promoter to use in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation.

## 6. Warranties and Indemnities

- 6.1. **The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and the Participants hereby indemnify and hold the Indemnified Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Competition.**
- 6.2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

## 7. Force Majeure

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to a Participant (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

## 8. General

- 8.1. The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on [www.premierfmcg.com](http://www.premierfmcg.com).

## TERMS & CONDITIONS OF THE *MAKE IT A TASTY BREAKFAST* COMPETITION

- 8.2. The Competition is not open to any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter (excluding participating wholesalers).
- 8.3. In the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
- 8.4. In the event of a dispute regarding a winner chosen in accordance with 4.1 above, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.
- 8.5. The Promoter reserves the right to cancel, suspend or terminate the Competition at any time and without notice to the Participants.
- 8.6. All enquiries regarding the Competition should be sent to the Promoter at **customercare@premierfmcg.com** or **0860 1223000**.