

TERMS & CONDITIONS OF PROMOTION

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. **"Promotion"** means the Taste of Summer Promotion starting on **10 December 2018** and ending at midnight on **28 January 2018**, organised by the Promoter and open to all people residing in the Republic of South Africa.
- 1.2. **"Promotion Period"** means **10 December 2018** up to and including **28 January 2018**.
- 1.3. **"Goods"** means **purchase of two loaves of BB Bakeries bread**.
- 1.4. **"Participant"** means a person who enters the Promotion.
- 1.5. **"Participating Stores"** mean retailers of the Goods in the Republic of South Africa which are approved by the Promoter to participate in the Promotion.
- 1.6. **"Promoter"** means Okuhle Media acting on behalf of 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 one of the following prizes:- **R30 Airtime for any of the South African Network providers, BB Bakeries branded vest, BB Bakeries branded cap, BB Bakeries branded cooler bag, BB Bakeries branded water bottle, BB Bakeries branded sunglasses, BB Bakeries branded lunchbox or BB Bakeries branded lip balm, Nyala Instant Porridge packs, Snowflake flour mix (Dombolo, Magwenya, Queen Cakes) packs.**

2. Application of Terms and Conditions

By choosing to enter the Promotion, 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. In order to be eligible for Participation in this Promotion an entrant must:
 - 3.1.1. Be a South African citizen or permanent resident over the age of 13 (thirteen) years. All minors under the age of 18 (eighteen) years must be legally assisted by their parents or legal guardians;
 - 3.1.2. Successfully enter the Promotion 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 Promotion and the Promoter's product marketing and development.
 - 3.1.4. Undertake to abide by these Rules.
- 3.2. Participants may only enter this Promotion through **the purchase of two BB Bakeries bread loaves**.
- 3.3. To enter the Promotion, Participants must: **Purchase two loaves of BB Bakeries bread from participating outlet, and provide the promotional team with proof of purchase in the form of a till slip and the loaves of bread. This which will render the Participant eligible to spin the Taste of Summer promotional wheel and stand a chance to win a prizes. All prizes will be allocated to consumers by the BB Bakeries and Okuhle Media promoters and may not be exchanged by the Participant**
- 3.4. Entries received through any medium other than the **Purchase of two loaves of BB Bakeries bread from participating outlet**, shall not be considered.
- 3.5. Only entries received within the Promotion Period will be considered. The Promotion closes at midnight on **28 February 2018** (the **"Closing Date"**) and no other entries thereafter shall be considered.

4. Award Terms

- 4.1. The Promotion will be conducted by **spinning the promotional campaign wheel** and standing a chance to win a prize.

- 4.2. The Promotion **spin and win promotion** will take place on the **promotional date throughout the campaign period**. The winner will receive prizes immediately after they have spun the promotional wheel.

- 4.3. The Prize is not transferable or redeemable for cash.

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 Promotion, a Participant agrees that the Promoter may use his/her personal information in connection with the Promotion.
- 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 Promotion.
- 5.4. A Participant may ask the Promoter 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 Promotion. 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. The Participant agrees that any photographs taken of them in relation to this Promotion become 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 for use of the photograph.

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 Promotion.**
- 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 <http://www.premierfmcg.com/Brands-Bread-BB-Bread.aspx>.
- 8.2. The Promotion is not open to any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter.
- 8.3. In the event of a dispute regarding any aspect of the Promotion 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.

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- 8.5. The Promoter reserves the right to cancel, suspend or terminate the Promotion at any time and without notice to the Participants.
- 8.6. All enquiries regarding the Promotion should be sent to the Promoter at customercare@premierfmcg.com or 0860 122 300.