

TERMS & CONDITIONS OF 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. **"Promotion"** means Trader Incentive promotion starting on 20 January 2025 and ending at midnight on 26 January 2025, organised by the Promoter.
- 1.2. **"Promotion Period"** means 20 January 2025 up to and including 26 January 2025.
- 1.3. **"Goods"** means any of the Promoter's Blue Ribbon products.
- 1.4. **"Participant"** means a person who participates in the Promotion.
- 1.5. **"Participating Stores"** means any retailer of the Goods in Lesotho.
- 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.

2. Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by these 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, a person must:
 - 3.1.1. be a Lesotho citizen or permanent resident over the age of 18 (eighteen);
 - 3.1.2. must be a trader of the Goods;
 - 3.1.3. successfully participate in the Promotion in accordance with the entry mechanism set out in clause 3.3; and
 - 3.1.4. adhere to the terms and conditions that apply to this Promotion.
- 3.2. Participants may only participate in this Promotion in Lesotho
- 3.3. To participate; Participants must:**
 - 3.3.1. Purchase Goods according to the Tiering System subject to this Promotion as set out in clause 4 below.

4. Promotion Tiering System

- 4.1. The Tiering System is as follows:
 - 4.1.1. Purchase 1 – 12 loaves and receive 1 free loaf;
 - 4.1.2. Purchase 13 - 24 loaves and receive 2 free loaves;
 - 4.1.3. Purchase 25 - 36 loaves and receive 3 free loaves;
 - 4.1.4. Purchase 37 – 48 loaves and receive 4 free loaves;
 - 4.1.5. Purchase 49 – 60 loaves and receive 5 free loaves;
 - 4.1.6. Purchase 61 – 72 loaves and receive 6 free loaves.
- 4.2. 72 loaves in the maximum number of loaves applicable to this Promotion.
- 4.3. The Promotion is subject to while stocks last.
- 4.4. The Promoter reserves the right to substitute Goods of equal value and/or nature and/or amend the Tiering System at its discretion.

5. Use of Personal Information

- 5.1. The Promoter may process and use the Participant's personal information for purposes relating to the Promotion. Click here to read the Promoter's privacy policy: <https://premierfmcg.com/privacy-policy>
- 5.2. A Participant may ask the Promoter at any time during the Promotion Period to correct or confirm any personal information if it is wrong or out of date.
- 5.3. To the extent that elements of the Goods are being provided by a third party, the personal information of the winners may be passed on to such third party for the sole purpose of Goods provision fulfilment.
- 5.4. Each Participant warrants that they have the authority to allow the Promoter to use their personal information for purposes of the Promotion.

- 5.5. The Participant agrees that any photographs taken of them in relation to this Promotion will 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 each Participant hereby indemnifies and holds 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 or receiving or using any Goods.
- 6.2. All products and/or Goods given as part of the Promotion 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, riot, civil commotion, lockout, fire, accident, or any circumstances of whatever nature arising or action taken beyond or outside the reasonable control of the Promoter preventing it from performance (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 or update these terms and conditions at any time, by publishing the revised terms and conditions on its website.
- 8.2. The following persons may not enter the Competition or be eligible to win any of the prizes:
 - 8.2.1. any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter; or
 - 8.2.2. a supplier of goods or services in connection with the Competition.
- 8.3. The Promoter will not accept responsibility for entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 8.4. The Promoter reserves the right to disqualify any Participant who breaches any provision of these terms and conditions or if the Promoter determines that the Participant has attempted to manipulate the outcome of the Competition
- 8.5. The Promoter may disqualify an entry if, in the Promoter's sole and absolute opinion, it contains any content which is obscene, vulgar, harassing, unlawful, illegal, harmful, inflammatory, hateful or otherwise objectionable or infringes the rights of any third party in subject matter or wording, or which is otherwise unsuitable for publication.
- 8.6. 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.
- 8.7. In the event of a dispute regarding a winner chosen in accordance with these terms and conditions, 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.
- 8.8. The Promoter reserves the right to cancel, suspend, amend or terminate the Competition or extend the Promotion Period at any time and without notice to the Participants.
- 8.9. The Promoter will never ask you to provide banking details in order to take part in a Promotion or Competition.
- 8.10. All enquiries regarding the Competition should be sent to the Promoter at customer@premierfmcg.com or **0860 122 300** (SA only).