

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. **"Campaign"** means the **Keep Your Kingdom Clean 'Drop & Swap' Campaign** starting on 22 **March 2021** and ending at midnight **5 May 2021**, organised by the Promoter and open to qualifying people residing in the Kingdom of Eswatini.
- 1.2. **"Campaign Period"** means the period commencing on 22 **March 2021** and ending at midnight on **5 May 2021**.
- 1.3. **"Prizes"** mean the following prizes that will be handed out in this Campaign:
 - 1.3.1. Instant Prizes/Reward: **2 Bags = 1 SUB Bread, 3 Bags = E10 Airtime, 4 Bags = E15 Airtime, 5 Bags = E50 Shopping Vouchers While stocks last.**
 - 1.3.2. Cash prize for the community that collects the most bags to the Value of E50 000. Cash prize for the community that collects the second most bags to the Value of E40 000. Cash prize for the community that collects the third most bags to the Value of E20 000.
- 1.4. **"Promoter"** means Premier Eswatini (Pty) Ltd, a company duly incorporated with the company laws of the Kingdom of Eswatini;
- 1.5. **"Participant"** means a person who enters the Campaign;
- 1.6. **"Goods"** means SUB Bread Bags of any variant;
- 1.7. **"Tinkhundla Centre"** means the community centre per community;

2. Application of Terms and Conditions

By choosing to enter the Campaign, 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 Campaign, an entrant must:
 - 3.1.1. Be an Eswatini citizen or permanent resident over the age of 18 (eighteen) years;
 - 3.1.2. The Participant successfully enters the Campaign in accordance with the entry mechanism set out in Clause 3.2,
 - 3.1.3. Agree to permit the Promoter to collect his/her personal information for purposes of this Campaign and the Promoter's product marketing and development;
 - 3.1.4. Undertake to abide by these rules;
- 3.2. Entry Mechanics:
 - 3.2.1. To enter the Campaign, the participant must collect as many empty plastic bags and hand them in at the Tinkhundla Centre in their area;
 - 3.2.2. Participants collect empty SUB Bags. The participants take the empty bags to the Tinkhundla Centre in their area. The participant swaps the empty bags for instant prizes (1.3.1). The Community that collects the most bags will stand a chance to win their share of E100 000. The total prize money will be given out as follows. Top Prize will win E50 000, second place will win E40 000 and third place will win E20 000;
 - 3.2.3. Only Goods received during the Campaign Period will be considered;

4. Award Terms

- 4.1. Prizes are not transferable or redeemable for cash.
- 4.2. In the event that the Prize winner cannot be successfully contacted within 24 hours of the final decision 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.

5. Use of Personal Information

- 5.1. Personal information is information relating to the Participant. Personal information includes identity numbers, passport numbers and contact details.
- 5.2. By Entering the Campaign, a participant agrees that the Promoter may use his/her personal information in connection with the campaign;
- 5.3. As far as the law allows, each agrees that it has the requisite consent and gives the Promoter permission to collect, get, receive, record, organise, collate, store, update, use and share personal information for all purposes relating to the Campaign.
- 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 agrees that any photographs taken at the Tinkhundla Centres in relation to this Campaign become the property of the Promoter. The Participant shall have no claim for any compensation for use of the photographs.
- 5.6. Each Participant warrants that he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Campaign. 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.

6. Warranties and Indemnities

- 6.1. **The Promoter, its employees, officers, directors, agents and associates, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and the Participating Communities 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 Campaign.**
- 6.2. The Tinkhundla Centres shall not condone and/or encourage the mala fide and/or improper collection of the plastic bags. In the event that the Promoter is made aware or has suspicions that there has been malpractice, the Promoter reserves the right to conduct an investigation into the nature and subsequently disqualify the Participating Communities and/or the Participants from the Campaign.
- 6.3. The Promoter reserves the right at any time, in its sole discretion, to disqualify any Participant found to be abusing or tampering with the operation of the Campaign or entering using fraudulent means, or who the Promoter believes to have acted in breach of these terms and conditions
- 6.4. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products. The Promoter gives no warranties or representations in respect of Prizes and will have no responsibility relating to the quality, durability, usefulness or any other aspects of the Prizes.

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
- 8.2. The Campaign is not open to any director, member, partner, owner, employee, agent, consultant to, or anyone associated with or affiliated to the Promoter.

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- 8.3.
- 8.4. In the event of a dispute regarding any aspect of the Campaign and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
- 8.5. 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.
- 8.6. The Promoter reserves the right to cancel, suspend, change or terminate the Campaign at any time and without notice to the Participating Communities.
- 8.7. Prizes are subject to availability. The promoter and/or its agents cannot be held liable for unavailability of Prizes. Prizes may differ from those advertised. The Promoter will have the sole and absolute right to determine the selection of prizes.
- 8.8. All enquiries regarding the Campaign should be raised with the S.U.B Representative or alternatively, contact +268 2518 5011