

TERMS & CONDITIONS OF BUY, COLLECT AND STAND A CHANCE TO WIN 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 Buy, Collect and Stand a chance to win competition, organised and placed by the Promoter at participating stores, open to all people residing Botswana who are over the age of 18.
- 1.2. **"Competition Period"** means start date 06th October 2020 and end date 19th December 2020 at 23h59 of the closing date.
- 1.3. **"Closing Date"** is the 19th December 2020.
- 1.4. **"Qualifying Products"** means any Lil-lets hygiene products, Manhattan confectionery products, Iwisa Mageu or Sunblest products.
- 1.5. **"Combo Deals"** means prepacked combo product deals containing the Qualifying Products or any other products by the Promoter, which are required for purchase in order to qualify for the Daily Prizes.
- 1.6. **"Participant"** means a person who enters the Competition.
- 1.7. **"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.
- 1.8. **"Participating stores"** means selected wholesalers of the goods in Botswana which has been approved by the Promoter to participate and host the competition; and
- 1.9. **"Grand Cash Prizes"** means **3 (three) Cash Prizes valued at P5000 (five thousand pula only)**. Ash Promotions will do a draw at the end of the campaign whereby 3 winners will be pulled at random on the 21st December 2020 at 12 noon by Safari Distributors - Plot 43165 Phakalane, Gaborone.
- 1.10. **"Daily Prize"** means guaranteed **daily instant prize dependant on Combo Deal that you purchase. P100 Combo Deal = Trader Kit. (3 x A2 posters and 1 x Lil-Lets shelf box), P200 Combo Deal = Trader Kit Receive 4 stickers, a loyalty card, a Trader Kit 1 x giveaway product of any Premier brands. P400 Combo Deal = Receive 8 stickers, a loyalty card a Trader Kit, a branded cap and 3 x Premier products**

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. In order to be eligible for Participation in this Competition an entrant must:
 - 1.1.1. Be a Botswana citizen or permanent resident over the age of 18 years.
 - 3.1.1. Successfully enter the Competition in accordance with the entry mechanism set out in clause 3.3,
 - 3.1.2. 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.
 - 3.1.3. Undertake to abide by these Rules.
- 3.2. Participants may only enter this Competition through the selected wholesalers within Botswana.
- 3.3. To stand a chance to win the Grand Cash Prizes, Participants must:
 - 3.3.1. Collect a loyalty card from the participating store;
 - 3.3.2. Collect 10 stickers, from purchases of P100 on any of the Promoter's products at any selected wholesaler and collect.
 - 3.3.3. Place the stickers onto the loyalty card
 - 3.3.4. Fill in the personal details required;

- 3.3.5. Return the completed loyalty card to the participating wholesaler, for entry to win 1 of 3 Grand Cash Prizes.

3.4. To win the Daily Prize, Participants must:

- 3.4.1. Purchase a Combo Deal to the value of P100, P200 or P400.
- 3.4.2. Provide proof of purchase to the wholesaler.
- 3.4.3. Redeem prize which is predetermined based on value of spend.
- 3.4.4. Recipients will receive all prizes at the point of purchase.

3.5. Entries received through any medium other than as stipulated above shall not be considered

3.6. 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

- 4.1. The winners of the Grand Cash Prizes will be chosen by a random draw from eligible entries and shall be notified directly via email or telephone (depending on the information provided on the loyalty card) within 24 (twenty-four) hours of the Draw Date.
- 4.2. The Daily Prizes shall be awarded instantly and in accordance with the mechanic in Clause 3.5. The Daily Prizes may not be swapped, transferred and are not redeemable for cash. The Daily Prize must be redeemed on the day of purchase and may not be redeemed at any later date.
- 4.3. In the event that a Grand Cash Prize winners 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 Cash Prize winners submit that all content shared with the Promoter may be used freely, without consultation on all platforms and may be amended in any way the Promoter sees fit.

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 Promoter at any time before the Draw Dates 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 consent to having their data captured on the Promoters' system. The Participant agrees that any video or photographs taken of them in relation to this Competition 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 media footage.
- 5.7. The Promoter and/or Participating Store/s will not use any Participant's personal information in any way which breaks the law and Premier undertakes to keep all personal information of Participants secure and for as long as the law requires

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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 **the Premier FMCG website** (<https://www.premierfmcg.com/>). All participating wholesalers will have a printed copy available within the store.
- 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.
- 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. Any and all changes to the competition shall be deemed effective only once approval of such change has been granted by the Gambling Authority Botswana.
- 8.6. All enquiries regarding the Competition should be sent to the Promoter at customercare@premierfmcg.com or 0860 330 300 or via our social media pages
- 8.7. Terms and Conditions will be obtained/accessed by potential entrants via the Premier FMCG website (<https://www.premierfmcg.com/>), Wholesaler Managers and the Ash Promotions team who will be activating in the wholesalers.