

# IWISA INSTANT CAMPAIGN (NAMIBIA)

## TERMS & CONDITIONS

### 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 Purchase a promotional pack and stand the chance to win competition, organised and placed by the Promoter at participating stores, open to all people residing Namibia who are over the age of 18.
- 1.2. **"Competition Period"** means start date 16<sup>th</sup> August 2021 and end date 15<sup>th</sup> October 2021 at 23h59 of the closing date.
- 1.3. **"Closing Date"** is the 15<sup>th</sup> October 2021.
- 1.4. **"Qualifying Products"** means any Iwisa No1 Instant Porridge Promotional Pack. Promotional Pack = Any Iwisa 1Kg Instant Porridge (Chocolate, Strawberry, Vanilla, Banana) that includes a FREE 100g Instant Porridge Sachet as well as an on-pack sticker.
- 1.5. **"Participant"** means a person who enters 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. **"Participating stores"** means selected wholesalers of the goods in Namibia which has been approved by the Promoter to participate and host the competition.
- 1.8. **"Prize"** means up to 10 000 x N\$5 instant airtime.

### 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 Namibian 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 stores within, Namibia.
- 3.3. To stand a chance to win the Instant Airtime, Participants must:
  - 3.3.1. Buy any Iwisa No1 Instant Promotional Pack, stated in clause 1.4 to be eligible.
  - 3.3.2. Once the participant has purchased, they need to SMS the unique code found on the on-pack sticker to 55443.
- 3.4. Entries received through any medium other than as stipulated above 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.
- 3.6. Entries are limited to 5 (five) per cell phone number.

### 4. Award Terms

- 4.1. The winners of the Instant Airtime will be selected at random (once they have successfully completed clause 3.3). There will be up to 10 000 (Ten Thousand) winners of N\$5 each which will be rewarded every Friday until the closing date of the campaign (clause 1.3).

- 4.2. The Instant Airtime 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.

### 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.

**IWISA INSTANT CAMPAIGN (NAMIBIA)  
TERMS & CONDITIONS**

- 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 Namibia.
- 8.6. All enquiries regarding the Competition should be sent to the Promoter at [customercare@premierfmcg.com](mailto: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.