

# 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"** or **"Competition"** means the Spar Nyala Lucky Draw promotion starting on 25th October and ending at midnight on 12th December, organised by the Promoter.
- 1.2. **"Promotion Period"** means 25 October 2021 up to and including 12 December 2021.
- 1.3. **"Goods"** means any of the Promoter's Nyala Samp and Instant Maize Porridge products.
- 1.4. **"Participant"** means a Participating Store which enters the Promotion.
- 1.5. **"Participating Store"** means any Spar store selected by the Promoter, which retails the Goods in Kwa-Zulu Natal (Republic of South Africa).
- 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. **"Prize(s)"** means the prizes that can be won in this Competition, as described in clause 4 below.

## 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 Competition, a Participant must:
  - 3.1.1. successfully enter the Promotion in accordance with the entry mechanism set out in clause 3.4; and
  - 3.1.2. adhere to the terms and conditions that apply to this Competition.
- 3.2. Participants may only enter this Competition in the Republic of South Africa.
- 3.3. To enter the Promotion, Participants must:
  - 3.3.1. place the "consumer campaign point of sale" provided to it by a service provider appointed by the Promoter in the Participating Store; and
  - 3.3.2. keep the point of sale visible in the Participating Store until 12 December 2021.
- 3.4. Entries received through any medium other than as stipulated above shall not be considered.
- 3.5. Entries are limited to 1 (one) per Participant.
- 3.6. No entries submitted on behalf of a third party will be accepted.
- 3.7. Only entries received within the Promotion Period will qualify and entries received outside such period will not be considered.

## 4. Prizes and Award Terms

- 4.1. 1 winner will be randomly drawn at the end of the Competition from all qualifying entries.
- 4.2. The prizes are as follows: R 10 000 (ten thousand rand) in cash to be donated to a school nominated by the winner, which shall be in the area in which the Participating Store situated.
- 4.3. The winners will be required to provide their names, company registration number and contact details.
- 4.4. The winners will be notified via a telephone call. The winner's name will be available upon request by writing to the Promoter.
- 4.5. In the event that a winner cannot be successfully contacted within 24 hours of the final decision or is unable, for any reason whatsoever, to accept the prize, such winner will forfeit their prize. The Promoter reserves the right to select a replacement winner through a random draw from the remaining qualifying Participants in the draw in accordance with same process and procedures as applicable to the original draw.

- 4.6. A winner will not be entitled to win more than 1 (one) Prize in this Competition.
- 4.7. The Promoter reserves the right to substitute the prize with another prize of equivalent value or nature.

## 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: [www.premierfmcg.com/privacy-policy](http://www.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 Prizes are being provided by a third party, the personal information of the winner may be passed on to such third party for the sole purpose of prize 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 (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 Prize.
- 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, 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 providing the Participating Store with a copy of the updated terms and conditions via electronic mail.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.

## TERMS & CONDITIONS OF COMPETITION

- 8.8. The Promoter will never ask you to provide banking details in order to take part in a Promotion or Competition.
- 8.9. All enquiries regarding the Competition should be sent to the Promoter at [customer care@premierfmcg.com](mailto:customer care@premierfmcg.com) or **0860 122 300** (SA only).