

# 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 *"The tasty breakfast yasekhaya"* promotion starting on 15 January 2023 and ending at midnight on 15 April 2023, organised by the Promoter.
- 1.2. **"Promotion Period"** means 15 January 2023 up to and including 15 April 2023.
- 1.3. **"Goods"** means any of the Promoter's Nyala Instant Maize Porridge pack products.
- 1.4. **"Participant"** means a person who enters the Promotion.
- 1.5. **"Participating Stores"** means selected retailers of the Goods in the Republic of South Africa that have been approved by the Promoter to participate in 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. **"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 entering into 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 person must:
  - 3.1.1. be a South African citizen or permanent resident over the age of 18 (eighteen);
  - 3.1.2. successfully enter the Promotion in accordance with the entry mechanism set out in clause 3.3; and
  - 3.1.3. 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. Purchase the Goods from any Participating Store.
  - 3.3.2. Dial the campaign line \*120\*304050# and enter the last 4 (FOUR) digits of the barcode on the packaging of the purchased Goods and follow the prompts. The four-digit barcode number may only be entered once.
  - 3.3.3. Keep the till slip used to purchase the Goods as proof of purchase of the participating packs.
- 3.4. Only till slips dated within Promotion Period will be accepted. The till slip must clearly show proof of purchase of the Goods and only 1 (one) till slip will be accepted per Goods purchased.
- 3.5. Standard USSD rates apply - 20c per 20 seconds. Free minutes do not apply.
- 3.6. Entries received through any medium other than as stipulated above shall not be considered.
- 3.7. Entries per Participant are unlimited.
  - 3.7.1. However, the last four-digits of each Goods' barcode may only be entered once.
- 3.8. No entries submitted on behalf of a third party will be accepted.
- 3.9. 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. During the Promotion Period,
  - 4.1.1. 5 (Five) winners will be randomly selected for the first month from all qualifying entries.
  - 4.1.2. 5 (Five) winners will be randomly selected for the second

month from all qualifying entries.

- 4.1.3. 6 (six) winners will be randomly drawn for the last month of the Promotion from all qualifying entries.

- 4.2. The prizes are as follows: Winners will receive R2000 (two thousand rand) in cash vouchers.
- 4.3. In order to receive the Prize, winners will be required to provide to the Promoter their names, ID number, contact details, a copy of their ID and a completed finalist form and winners will be required to sign an acknowledgment of receipt of the Prize.
- 4.4. Winners will be notified by the Promoter via phone call within 24 hours of the monthly random draw. Winners' names will be available upon request in writing to the Promoter subject to applicable data privacy laws.
- 4.5. In the event that a winner cannot be successfully contacted within 24 hours of the random draw 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. Prizes are a cash voucher. The Promoter reserves the right to substitute a 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: <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 Prizes 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 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. By entering into the Competition, the Participant agrees that any photographs taken of them in relation to this Promotion will become the property of the Promoter and the Participant acknowledges that such photographs may be used in marketing campaigns of the Promoter as the Promoter deems fit. The Participant shall have no claim for any compensation for use of the photographs. Participants shall be entitled to advise the Promoter in writing where they do not wish for their photographs to be used in marketing campaigns by the Promoter.

## 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, loss 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 performing in accordance with these Competition terms and conditions (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

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update these terms and conditions at any time, by publishing the revised terms and conditions on its website [www.premierfmcg.com](http://www.premierfmcg.com).

- 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 in any manner.
- 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 [customercare@premierfmcg.com](mailto:customercare@premierfmcg.com) or **0860 122 300** (SA only).