

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 NYALA - ZIQHENYE WITH TASTY MEALS promotion starting on 1 June 2021 and ending at midnight on 31 August 2021, organised by the Promoter and open to all people residing in South Africa.
- 1.2. **"Promotion Period"** means 1 June 2021 up to and including 31 August 2021.
- 1.3. **"Goods"** means any of the Promoter's Nyala products.
- 1.4. **"Participant"** means a person who enters the Promotion.
- 1.5. **"Participating Stores"** means any retailer of the Goods in the Republic of South Africa which is approved by the Promoter to participate in the Promotion.
- 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"** means the prizes that can be won in this Competition, as described in clause 3.5 below.

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:
 - 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 3.4; and
 - 3.1.3. adhere to the terms and conditions that apply to this Competition.
- 3.2. Participants may only enter this Competition by purchasing a Nyala product from any participating store on a single till slip and then dialing the NYALA USSD line *120*304050#, enter the last 4 (FOUR) digits of the barcode from the purchased Goods pack and follow the prompts.
- 3.3. Participants may only enter this Promotion in the Republic of South Africa.
- 3.4. To enter the Promotion, Participants must:
 - 3.4.1. Dial the campaign USSD line *120*304050#, enter the last FOUR (4) digits of the barcode from the purchased Goods pack and follow the prompts.
 - 3.4.2. Keep the till slip as proof of purchase of the participating pack. Only till slip dated within competition dates will be accepted. Till slip must show participating products and only 1 till slip will be accepted.
 - 3.4.3. Standard USSD rates will apply - 20c per 20 seconds. Free minutes do not apply.
 - 3.4.4. Participating products include: Nyala Super Maize Meal, Nyala Instant Porridge, Nyala Samp and Nyala Amahewu.
- 3.5. Detailed mechanic:
 - 3.5.1. Entries received through any medium other than the entry pathways USSD stipulated in clause 3.4 entry mechanic shall not be considered.
 - 3.5.2. Up to 54 500 (fifty-four thousand five hundred) "instant win" prizes are available. If a Participant purchases one of these units of the Goods and enters the Competition in accordance with these terms and conditions, the Participant will stand a chance win R20 of airtime. Whether or not a Participant is an instant winner will be determined by the Promoters random selection system. A guaranteed 4 500 (four thousand five hundred) "instant win" prizes will be available to win by Participants who successfully enter this Competition.

- 3.5.3. One (1) grand prize winner will be randomly drawn at the end of the Competition from all qualifying entries. This winner will win a grand prize of cash to the value of R10 000.
 - 3.5.4. Any prize not taken up for any reason within two months of notification will be forfeited.
 - 3.5.5. The winner of the grand prize will be required to provide their names, ID number, contact details, a copy of their ID and a finalist form and to sign an acknowledgment of receipt of the prize.
 - 3.5.6. Entrants may only enter the promotion a maximum of 1 time per day and 13 times over the promotion period. An entry is based on the cell phone number used each time to enter through the USSD journey.
 - 3.5.7. No entries submitted on behalf of a third party will be accepted.
- 3.6. Only entries received within the Promotion Period will be considered. The Competition closes at midnight on 31 August 2021 (the "Closing Date") and no other entries thereafter shall be considered.

4. Prizes and Award Terms

- 4.1. The airtime winners of the Promotion will be chosen by entering the last 4 (four) digits of the barcode from the purchased Goods pack that has a predetermined airtime voucher associated with it.
 - 4.1.1. Selected winners will be required to send their till slip to +27 74 625 0000 WhatsApp number to verify purchase.
 - 4.1.2. The selected winners of airtime will be awarded once their proof of purchase has been validated and sent via SMS every Friday.
- 4.2. In the event that the grand 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 same process and procedures as applicable to the original draw.

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 before the Closing Date 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 he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Promotion.
- 5.5. The Promoters will not use any Participant's personal information in any way which breaches the law and undertakes to keep all personal information of Participants secure and for as long as the law requires.
- 5.6. 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 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 Promotion.
- 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

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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 <https://www.premierfmcg.com/our-brands/maize-nyala>
- 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. Prizes are not transferable for cash or any other prizes.
- 8.4. 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.
- 8.5. The Promoter reserves the right to disqualify any Participant who breaches any provision of these terms and conditions.
- 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 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.
- 8.8. The Promoter reserves the right to cancel, suspend, amend or terminate the Competition at any time and without notice to the Participants.
- 8.9. All enquiries regarding the Competition should be sent to the Promoter at customer care@premierfmcg.com or **0860 122 300** (SA only).
- 8.10. The Promoter will never ask you to provide banking details in order to take part in a Promotion or Competition.