

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 **Nyala Instant Porridge Drive** competition starting on **1 June 2020** and ending at midnight on **6th September 2020**, organised by the Promoter and open to 239 independent wholesalers operating in the Republic of South Africa.
- 1.2. **“Competition Period”** means **1 June 2020** up to and including **6th September 2020**
- 1.3. **“Goods”** means **Nyala Instant Maize Porridge**.
- 1.4. **“Participant”** means a business registered and authorised to operate in the Republic of South Africa.
- 1.5. **“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.
- 1.6. **“Prize”** means R50 000 worth of Nyala free stock.

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 business registered and authorised to operate in the Republic of South Africa.
 - 3.1.2. Successfully enter the Competition in accordance with the entry mechanism set out in clause 3.3;
 - 3.1.3. Undertake to abide by these Rules.
- 3.2. Participants may only enter this Competition through **completion of entry requirements (3.3.)**.
- 3.3. To enter the Competition, Participants must ensure they do the following:
 - 3.3.1. **Have a gondola end dedicated to Nyala Instant Maize Porridge for the full 3 months.**
 - 3.3.2. **Achieve cross merchandising (in the maize or milk aisle) of our Nyala Instant Maize Porridge**
 - 3.3.3. **Stock the full range of Nyala instant maize porridge (banana, strawberry, chocolate, original & vanilla).**
 - 3.3.4. **Achieve volume targets as agreed with the Premier FMCG representative.**
 - 3.3.5. **Ensure that you make use of the supplied point of sale.**
 - 3.3.6. **No returns for any reason whatsoever on Nyala instant maize porridge will be accepted for up to 2 months after the campaign ends.**
- 3.4. The participants must adhere to the criteria above (3.3) which is also at the back of the trade presenter
- 3.5. If the participant meets each and every requirement in Clause 3.3, they will be entered into a luck draw to win.
- 3.6. Only entries received within the Competition Period will be considered. The Competition closes at midnight on **6th September** (the **“Closing Date”**) and no other entries thereafter shall be considered.

4. Award Terms

- 4.1. The Prize winner of the Competition will be chosen by **random draw** and verified by an independent auditor.
- 4.2. The Competition **draw** will take place on the **7th November 2020**. The winner will be notified within 24 (twenty-four) hours of **the random draw**.

- 4.3. The Prize is non-transferrable and non-exchangeable, and not redeemable for cash.

- 4.4. In the event that the 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. Personal information is information relating to a Participant and/or its employees. Personal information includes a Participant's director and/or employees' identity number, passport number and contact details.
- 5.2. By entering this Competition, a Participant agrees that the Promoter may use the 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 the personal information for all purposes relating to the Competition.
- 5.4. 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.
- 5.5. 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. The Participant agrees that any 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 photograph.

6. Warranties and Indemnities

- 6.1. **The Promoter, its employees, officers, directors, agents and associates, excluding participating wholesalers, (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 www.premierfmcg.com.
- 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. The Promoter reserves the right to cancel, suspend or terminate the Competition at any time and without notice to the Participants.
- 8.6. All enquiries regarding the Competition should be sent to the Promoter at **customercare@premierfmcg.com** or **0860 1223000**.