

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. "Competition" means the SUPER SUN HERITAGE DAY BRAAIPAP competition starting on 1 September 2021 and ending at midnight on 25 September 2021, organised by the Promoter.
- 1.2. "Competition Period" means the period between 1 September 2021 and 25 September 2021 (both dates included).
- 1.3. "Goods" means any of the Promoter's SUPER SUN BRAAIPAP 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.
- 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 R 1 000 (one thousand rand) in cash and a set of potjie pots valued at R 1 500 (one thousand five hundred rand)

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 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 Competition in accordance with the entry mechanism set out below; and
 - 3.1.3. adhere to the terms and conditions that apply to this Competition.
- 3.2. To enter the Competition, Participants must:
 - 3.2.1. purchase a pack of the Goods and retain his or her till slip as proof of purchase of the Goods for validation purposes (for the sake of clarity and for the avoidance of doubt, only till slips dated within the Competition Period will be accepted); and
 - 3.2.2. comment on the Super Sun Facebook page competition post (posted on the 2nd of September 2021) what their favourite Heritage Day dish is.
- 3.3. Participants may only enter this Competition in the Republic of South Africa.
- 3.4. Entries received through any medium other than as stipulated above shall not be considered.
- 3.5. Entries are limited to 1 (one) entry per Participant.
- 3.6. No entries submitted on behalf of a third party will be accepted.
- 3.7. Only entries received within the Competition Period will qualify, and entries received outside such period will not be considered.

4. Prizes and Award Terms

- 4.1. One (1) winner will be randomly drawn at the end of the Competition from all qualifying entries via a random selection program.
- 4.2. Winners will be required to provide their names, identity number, contact details and a copy of his or her identity document
- 4.3. Winners will be notified by being tagged as the winner on the Super Sun Facebook page. Thereafter winners will be requested to provide his or her telephone number via a private Facebook message for purposes of arranging delivery of the Prize.
- 4.4. 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.
- 4.5. A winner will not be entitled to win more than 1 (one) Prize in this Competition.

- 4.6. Prizes are not redeemable for cash and cannot be transferred or exchanged. The Promoter reserves the right to substitute a Prize with another prize of equivalent value or nature.

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. The Personal Information may be collected by the Promoter or a third-party agency on the Promoter's behalf. In the event that the information is being collected by a third-party agency, this information will be transferred to the Promoter and deleted by the agency at the end of this Competition.
- 5.3. By entering this Competition, a Participant agrees that the Promoter may use his/her personal information in connection with the Competition.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. The Participant agrees that any photographs or videos 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 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 or penalty suffered or incurred by any person as a result of participating in the Competition 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 publishing the revised terms and conditions on its website.
- 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.

TERMS & CONDITIONS OF COMPETITION

- 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
- 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 Competition 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 Competition 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 Competition.
- 8.10. All enquiries regarding the Competition should be sent to the Promoter at customer-care@premierfmcg.com or **0860 122 300** (SA only).