

TERMS & CONDITIONS OF PROMOTION

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"** means the [BB Bakeries and Shoprite Checkers Back to School Competition] promotion starting on **28 December 2020** and ending at midnight on **07 February 2021**, organised by the Promoter and open all people residing in KZN.
- 1.2. **"Promotion Period"** means **28 December 2020** up to and including 7 February 2021.
- 1.3. **"Goods"** means any 2x BB Bakeries white or brown 700g loaves.
- 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 are 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:
 - 1.7.1. 1 of 100 x R500 shopping vouchers to be won at Checkers/Checkers Hypers and 1 of 100 x R500 shopping vouchers to be won at Shoprite

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) years.
 - 3.1.2. Successfully enter the Promotion in accordance with the entry mechanism set out in clause 3.3.
 - 3.1.3. Agree to permit the Promoter to collect his/her personal information for the purpose of the Promotion and the Promoter's product marketing and development.
 - 3.1.4. Undertake to abide by these Rules.
- 3.2. Participants may only enter this Promotion through buying one of the two combo deals which consists of two loaves of BB White 700g or two loaves of BB Brown 700g bread.
- 3.3. To enter the Promotion, Participants must:
 - 3.3.1. Purchase any one of the two combo deals advertised at shelf - simply buy two loaves of BB White 700g for R25 OR two loaves of BB Brown 700g for R24
 - 3.3.2. Swipe your Checkers or Shoprite Xtra Savings card at the till for automatic entry to stand your chance to win a prize
 - 3.3.3. Participating products include: BB Bakeries 700g Brown Bread and BB Bakeries 700g white bread
- 3.4. Entries received through any medium other than the mechanic as set out in 3.3 shall not be considered.
- 3.5. Only entries received within the Promotion Period will be considered.

4. Award Terms

- 4.1. The winners of a shopping voucher will be selected by a random draw by Shoprite Checkers and will have their prize SMS'd to them with a virtual code to be redeemed at any Shoprite or Checkers.

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. By entering this Promotion and Opting in, a Participant agrees that the Promoter may use his/her personal information in connection with the Promotion.
- 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 his/her personal information for all purposes relating to the Promotion.

- 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. Each Participant warrants that he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Promotion. 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 Promotion 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.
- 6.3. The Promoter will not be liable for any vouchers not working that was issued by the Participating Store.

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 the BB Bakeries Facebook page.
- 8.2. The Promotion 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 Promotion 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 customer care@premierfmcg.com or 0860 1223000.