

## **Catching Otees** COMPETITION TERMS AND CONDITIONS

1. The Promoter, Pioneer Foods Groceries (Pty) Ltd. ("The Promoter"), Registration number 1993/000454/07, is a company incorporated in the Republic of South Africa and having its registered address at Glacier Place, 1 Sportica Crescent, Tyger Valley, Bellville, 7530.
2. The "Catching Otees" ("The Competition") is open to all residents of South Africa, 18 years of age or older with a valid South African identity document, except directors, members, partners, employees, agents OR consultants of/or any other person who directly or indirectly controls or is controlled by the Promoter, its marketing service providers in respect of the Promotional Competition, or the spouses, life partners, business partners or immediate family members, OR anyone who within a period of 183 days preceding this Competition has won any competition organized, promoted, or conducted by Promoter, or who resides at the same address as such a Winner.
3. The Competition runs from 23-24 June ("Last day"). Any entries received after midnight on this last day will not be valid and not be considered.
4. To enter, an Entrant must:

Send a screenshot via Instagram DM's of them having "caught" an Otee by tapping and holding when the Otees falls into place.

5. Multiple entries are permitted subject to the following:
  - a) One (1) entry can be submitted per Participating Product; and
  - b) Each entry must be submitted separately and in accordance with the entry instructions above.
6. Entrants will only be eligible to win once during the duration of the Competition.
7. By entering the Competition, Entrants give permission to the Promoter to use their entries in advertising and/or publications and publicity going

forward.

8. The prizes to be won during the Competition are: 1 Otees hamper.

9. Winners will be randomly selected, through use of a random selection tool by a duly authorised representative of the Promoter whose decision will be final.

10. The Winners will be contacted on Instagram/Facebook by an affiliate of the Promoter.

11. If a Winner cannot - for any reason whatsoever - be reached after 3 attempts have been made during business hours (i.e. between 8h00 AM and 17h00 PM, excluding public holidays) within a period of 72 hours, the Prize will be forfeited, and another Winner may be selected at the discretion of the Promoter, in accordance with the Competition's rules as more specifically set out herein.

12. All risks in the prizes pass to the winner upon notification of having won a prize. Where necessary, the winner shall ensure that all prizes are insured against all risks including damage to the prize as well as damage to third party property and persons. Such insurance is for the cost of the winner and neither the Promoter nor any other party associated with the competition will be liable for the costs thereof or be liable should such insurance not be taken.

13. Where cash prizes are won, the winner may be required to provide proof of identity, proof of address as well as a tax clearance certificate or any other documents generally required by banks in terms of the Financial Intelligence Centre Act.

14. The Promoter shall have the right to terminate the Competition immediately and without notice for any reason beyond its control. In the event of such termination, all Entrants agree to waive any rights that they may have in terms of this Competition and acknowledge that they will have no recourse.

15. All guarantees for any tangible prizes which are won are carried by the manufacturer and or supplier thereof and not by the Promoter who finds the purchase of the prizes but is not the supplier thereof and the Promoter makes no warranties, whether explicit or implied with respect to the prizes.

16. Entrants will be required to provide their full name, email address, ID number, delivery address and other related information when entering the Competition.

17. Participation in this Competition constitutes acceptance of the Competition's rules and the Entrants agree to abide by these rules as set out herein.

18. Except insofar as is provided for in the Consumer Protection Act (Act 68 of 2008), the Judge's decision is final, and no correspondence will be entered into after the Competition's closing date.

19. Contacting the Judge during the course of the Competition is strictly prohibited. Doing so will lead to immediate disqualification at the sole discretion of the Promoter.

20. The Promoter and its affiliates will collect and use Entrants' personal data provided, in order to enable the awarding of a Prize in this Competition. The Entrants' personal data will furthermore also be used for the Promoter's, its affiliates and subsidiaries' marketing purposes.

21. By participating in the Competition, each Entrant consents to the transfer, storage and processing of the data in South Africa, which consent may be withdrawn at any time by written notification to the Promoter.

22. The Promoter will keep the Entrants' personal data to fulfil the purposes for which it was collected or as required by applicable laws or regulations. The Promoter will not use any of the personal data collected for a different

purpose without first obtaining the data subject's permission. The Promoter will not allow unauthorised third parties to use any of the personal information collected for the purposes of this Competition.

23. By providing a submission, you warrant that it is your own original work and that you are the owner of any intellectual property therein and grant the Promoter and its affiliated companies the perpetual royalty free right, except where prohibited by law, to use the contents thereof for any purpose whatsoever and to use your name for Competition purposes in promoting or publicising the Competition, including right to name the winner(s) of the prize(s) in public and/or any social media forum. Promoter, however, does not have any obligation to use the winning entries for any purpose.

24. The Promoter reserves the right to request that any images taken of the Winners be used for marketing purposes in any manner the Promoter may deem fit without any further remuneration being made payable to the Winners, which request they may decline.

25. All Entries become the property of the Promoter.

26. By entering this Competition, the Promoter reserves the right to communicate with the Entrants at any time during, or after, the Competition's closing date, whereas the Winner/s may opt out from receiving such communication at any time.

27. All Entrants indemnify the Promoter, its advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or losses resulting from their participation in this Competition, arising from negligent acts or omissions of the Promoter.

28. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries.

29. The Promoter is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Promoter on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Competition or downloading any materials in this Competition.

30. If required by the Minister for Trade and Industry, the National Consumer Commission or National Consumer Tribunal, or for any other reason whatsoever, the Promoter will be entitled to terminate the Competition immediately without any notice to the Entrants. In such an event all Participants hereby waive any rights which they may have against the Promoter.

31. This Competition is in no way organised-, endorsed- or administered by, or associated with Facebook or any other social media forum. Entrants understand that you are providing your information to the Promoter and not to Facebook or any other social media forum. As such any questions, comments or complaints regarding the Competition can be directed to the Promoter via the Consumer Advisory Service and not to Facebook or any other social media forum.

32. Any questions, comments or complaints regarding the Competition can be directed to the Promoter via the Consumer Advisory Service division on 0860 221 102 during office hours (between 8h00 AM and 22h00 PM, excluding public holidays) throughout the duration of the Competition.

33. A copy of these rules can be obtained by request and are viewable on the **Bokomo website.**