

TERMS AND CONDITIONS: BOKOMO OATS RECIPE COMPETITION

Please read these terms and conditions carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate.

The terms and conditions set out below apply to all participants in the **Bokomo Oats Recipe Competition** taking place on social media (FaceBook and Instagram). Please refer to one of the following website for the current Terms and Conditions for this Promotion:

1. THE PROMOTION:

Bokomo Oats Recipe Competition ("the Promotion") conducted by Pioneer Foods (Proprietary) Limited, Glacier Place, 1 Sportica Crescent, Tygervalley, Cape Town, 7530. Tel: 021 974 4000 ("the Promoter").

2. PROMOTION PERIOD:

- 2.1 The Promotion will take place from the 1st June 2022 at 08:00 to the 31st July 2022 at 00:00. Entries received after 00:00 on the 31st of July 2022 will not be accepted.

3. WHO MAY ENTER:

- 3.1 All Participants must:
- a. be a natural person and be 18 (eighteen) years of age at the date of the entry.
 - b. be a citizen of the Republic of South Africa and/or a legal resident of the country.
 - c. be in possession of a valid South African Identity Document, residence/work permit, and/or Driver's License, whichever is applicable to the Promotion.
- 3.2 Participation in this Promotion excludes directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoter, their Agencies, organizers and participating stores, of the Competition and the spouse, life partner, parent, child, brother, sister, business partner or associate of any of the said persons.

4. HOW TO PARTICIPATE IN THE PROMOTION:

- 4.1.1 Submit your own recipe (using Oats as an ingredient) with a photo to the Bokomo social media pages
- 4.1.2 Upload the recipe and photo to either FaceBook or Instagram (as a comment on the competition post)
- 4.2 The qualifying products are subject to availability at time of purchase.

5. CAN I QUALIFY MORE THAN ONCE FOR THE PROMOTION?

- 5.1 Multiple entries will be permitted, subject to each entry being submitted separately and in accordance with the above entry requirements. Should there be any dispute in this regard; the Promoter's decision will be final.
- 5.2 A person may not win more than one prize within this promotion, nor shall any member of such person's family (including, but not limited to, aunts, uncles, cousins, grandparents, in-laws, etc.), friends or acquaintances residing at the same address or on the same property (including communes). The Promoter reserves the right to withhold prizes from any such person, and to reclaim any such prize if a breach of this rule is subsequently discovered.

6. PRIZE:

- 6.1 The Promotion will afford the participant a chance to receive:
 - 6.1.1 1 (one) of 100 (one hundred) Bokomo hampers to the value of R300 each, the contents of which to be determined by the promoter at the time of prize allocation
 - 6.1.2 Inclusion of their recipe and name in the resulting recipe book to be designed after the end of the campaign on 31 July 2022. Recipe book will be made available for download online.
- 6.2 Prizes are not transferrable or exchangeable and shall not be redeemed for cash and if not taken up for any reason, they shall be forfeited or be the subject of a separate draw or be allocated at the Promoters' discretion to another winner.
- 6.3 Winners will accept the prize as is. The promoter reserves the right to substitute any of the prizes for a different prize of similar value. The winner will be responsible for any costs resulting from accepting this prize.

7. AWARDING OF PRIZE:

- 7.1 The prize winners will be randomly selected from the qualifying entries provided on social media and contacted via direct message or inbox (to the profile that entered the photo). Draws will take place within 7 days of the Promotion closing date. Winners will be contacted within 7 working days of the draw date.
- 7.2 100 (one hundred) winners will be selected across the social media platforms (100 winners total across FaceBook and Instagram).
- 7.3 Should unforeseen circumstances prevent the draw from taking place on the set draw date; the draw will be moved to the next available date.
- 7.4 The Promoters decision is final, and no correspondence will be entered into. Should the winner not be contactable telephonically within 48 hours, the prize will be transferred to the next randomly selected entry.
- 7.5 Proof of eligibility, in the form of a valid South African identity book/resident permit/work permit/or drivers license, as well as proof of address and any other document which may be requested to enter the Promotion, must be provided to the Promoter upon request.
- 7.6 The Promoter reserves the right to disqualify anyone entering the Promotion that is not able to provide the requested documentation to the Promoter within 72 hours of the first request for documentation.

8. TERMS OF DELIVERY:

- 8.1 Winners will be requested to supply a delivery address for the prize to be sent to within 7 days of being notified.
- 8.2 The winner will be required to provide their valid South African Identity Document, residence/work permit, and/or Driver's License when receiving their prize.
- 8.3 Once the prizes have been awarded, the Promoter is not responsible for any lost, stolen or expired prizes and no replacements will be made.
- 8.4 Should the winner notice any product defects (for physical prizes) they have 3 months to request the purchase/warranty details specific to the prize from the Promoter. Thereafter no recourse/claims will be allowed, and no further discussions will be entered into.

9. INDEMNITY

- 9.1 To the extent permitted by the Consumer Protection Act and any other applicable law:
- a. The participant and/or winner(s) hereby indemnifies the Promoter, its associated companies (directors, officers and employees) and agents against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Promotion.
 - b. The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).
- 9.2 The Promoter reserves the right, at any time, to verify the validity of participants (including but not limited to a participant's identity, age and place of residence) and to reject any participant who has not complied with these Terms and Conditions. Errors and omission may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9.3 Neither Promoter nor its agents or distributors will have any liability in relation to this promotion.

10. CONFIDENTIALITY

- 10.1 Participants of this Promotion are voluntarily providing their personal information to the Promoter, its associated agencies and the third-party service providers running the promotion in conjunction with the Promoter. By entering this competition, participants authorize the Promoter to collect, store and use (not share) personal information of participants for communication or statistical purposes. Participants are entitled to decline any marketing communication and inform the Promoter in writing should the participant wish to be removed from all communication.
- 10.2 By participating in this Promotion, the participant consents that the Promoter may use names and images taken of the winners/participants for publicity purposes, without any further remuneration being payable to the winner. All promotional material will become the sole property of the Promoter. However, the participant/winner has the right to decline

participating in any promotional activity or to object to these images being used by written notification to the Promoter at Glacier Place, 1 Sportica Crescent, Tygervalley, Cape Town, 7530 Attention: Legal Department. The written notification is to reach the Promoter by no later than the last stipulated Promotion date.

11. GENERAL

- 11.1 The Promoter will not be responsible for any non-delivery of entries.
- 11.2 The Promoter is not responsible for any errors, non-deliveries or crossed lines caused by cellular phone service providers or networks and cannot be held liable for any resulting errors or prize misallocations.
- 11.3 You may only enter the Promotion as an individual; any entries that, in the Promoter's absolute discretion, have been made via participation in a syndicate will be disqualified.
- 11.4 Any entries made, in the Promoter's discretion, via any form of machine assisted intervention enabling multiple entries will be disqualified.
- 11.5 The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Competition and any prizes, or any aspect thereof, without notice at any time, for any reason outside the Promoter's control.
- 11.6 No liability shall lie on the Promoter in favour of any participant, winner(s) and/or third party arising from such cancellation, suspension or termination. Therefore the participant waives his/her right which they may have against the Promoter and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Promoter.
- 11.7 The Promoters decision is final, and no correspondence will be entered into.
- 11.8 This promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram.
- 11.9 In part or all of any clause of these Terms and Conditions is illegal, invalid or enforceable:
 - a. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
 - b. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

- 11.10 Any dispute with number ownership (such as more than one individual claiming to be the owner of the same number – verbally or otherwise) will result in immediate disqualification of both the number and the individuals and no negotiations will be entered into.
- 11.11 All terms and conditions are subject to the laws of Republic of South Africa and should a doubt or dispute occur, it will be taken before the courts of Republic of South Africa.
- 11.12 This Promotion is not applicable in conjunction with any other offers/promotions offered by the promoter