

TERMS & CONDITIONS OF IWISA 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 **IWISA EVERY1's WELCOME** competition starting on **28 January 2019** and ending at midnight on **24 March 2019**, organised by the Promoter and open all people residing in the Republic of South Africa.
- 1.2. **"Competition Period"** means **28 January 2019** up to and including **24 March 2019**.
- 1.3. **"Goods"** means **any two IWISA products – maize meal, samp, quick cook samp, instant porridge, maize rice, braaipap and creamy maize**
- 1.4. **"Participant"** means a person who enters the Competition.
- 1.5. **"Participating Stores"** mean Shoprite stores located in the Eastern Cape, Gauteng, Northern Division and Western Cape that are participating in the Competition.
- 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 Grand prize - 1 of 10 cash prizes of R10 000 each and daily prize of R1 000 Shoprite voucher (total of 56 vouchers).

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 13 (thirteen) years. All minors under the age of 18 (eighteen) years must be legally assisted by their parents or legal guardians who approves of and consents to the participant's participation in the competition and the participant's receipt/ possession of the prize;
 - 3.1.2. Successfully enter the Competition 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 Competition and the Promoter's product marketing and development.
 - 3.1.4. Undertake to abide by these Rules.
- 3.2. Participants may only enter this Competition through the purchase of any 2 (two) IWISA Goods from any of the Participating Stores.
- 3.3. To enter the Competition, Participants must:
 - 3.3.1. **Buy any two IWISA Goods from the Participating Store;**
 - 3.3.2. **Find your unique code on your till slip;**
 - 3.3.3. **Dial the USSD string *120*569*240*uniquecode# to enter; and**
 - 3.3.4. **Follow the on-screen prompts to enter. A valid entry is considered after completing the USSD journey with a valid unique code.**
 - 3.3.5. **Standard USSD rates will apply - 20c per 20 seconds. Free minutes do not apply.**
 - 3.3.6. **Participants must keep their till slip as proof of purchase.**
- 3.4. Entries received through any medium other than the USSD entry mechanic shall not be considered.
- 3.5. Participants must enter in their correct contact details. If a winner has given incorrect contact details, the Promoter reserves the right to select another winner in terms of the rules.
- 3.6. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase and unique code.

- 3.7. The prize is Grand prize – 1 of 10 cash prizes of R10 000 each and daily prize of R1 000 Shoprite vouchers (total of 56)
- 3.8. Any prize not taken up for any reason within 2 (two) months of notification will be forfeited.
- 3.9. Expiry dates can be found on the actual voucher.
- 3.10. All winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.
- 3.11. Only entries received within the Competition Period will be considered. The Competition closes at midnight on **24 March 2019** (the **"Closing Date"**) and no other entries thereafter shall be considered.

4. Award Terms

- 4.1. The grand prize winners of the Competition will be chosen by random draw and verified by an independent auditor.
- 4.2. The Competition draw will take place on **1 April 2019**. The winner will be notified telephonically within 24 (twenty-four) hours of the draw where the winner will be required to verify their details. The Promoter (or their agent) will endeavor to contact the prize winner within 24 hours of the final decision.
- 4.3. 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.
- 4.3. All the Prizes are not transferable, and the daily Prizes are not redeemable for cash.

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 Competition, a Participant agrees that the Promoter may use his/her 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 his/her personal information for all purposes relating to the Competition.
- 5.4. A Participant may ask the Promote 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 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.
- 5.6. 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 and Shoprite Checkers (Pty) Ltd, 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 Competition.**
- 6.2. The Indemnified Parties shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
- 6.3. The Indemnified Parties shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
- 6.4. The promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
- 6.5. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No

TERMS & CONDITIONS OF IWISA COMPETITION

incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.

- 6.6. **NOTE:** Any attempt to use tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
- 6.7. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.
- 6.8. This promotion is no way sponsored, endorsed or administered by, or associated with Telkom, MTN, Vodacom and Cell C and all participants acknowledge that they are providing information to the Promoter and its agents only and not telephone networks
- 6.9. All entrants in this Competition release Telkom, MTN, Vodacom and Cell C from all the liabilities and claims arising out of or in connection with this competition and these terms and conditions,

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 website - <http://www.premierfmcg.com/Brands-Maize-Iwisa.aspx>
- 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.