

**TIGER BRANDS CULINARY COMPETITION “MIX TO WIN” CONSUMER PROMOTION 2019 – T&Cs  
 (“COMPETITION RULES”)**

**1. Interpretation**

- 1.1. In the Competition Rules, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:
- 1.1.1. **“the Act”** means the Consumer Protection Act 68 of 2008;
  - 1.1.2. **“Business Day”** means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;
  - 1.1.3. **“Competition Rules”** means the rules contained herein, as required by Section 36 of the Act;
  - 1.1.4. **“Participant”** means any natural person who qualifies in terms of clause 4.1 hereof and who enters into the Promotional Competition in terms of clause 5 hereof;
  - 1.1.5. **“POPI”** means the Protection of Personal Information Act, No 4 of 2013;
  - 1.1.6. **“Promoter”** means Tiger Consumer Brands Ltd;
  - 1.1.7. **“Promotional Competition”** means the competition to which these rules pertain as run by the Promoter during the Promotion Period;
  - 1.1.8. **“Promotion Period”** means the period starts on 1<sup>st</sup> March 2019 and closes on 30<sup>th</sup> April 2019, at 00h00. No late entries will be accepted;
  - 1.1.9. **“Prize”** means as further described in clause 6.
  - 1.1.10. **“Redeemable Period”** means the period that the Participants have to redeem their Prize being two weeks after the expiry of the Promotion Period; and
  - 1.1.11. **“Winner”** means the Participant who is successful in the Promotional Competition and is notified as such by the Promoter in terms of clause 7.

**2. Introduction**

- 2.1. The Promoter is offering a Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win the Prize.
- 2.2. The Promoter hereby imposes the following Competition Rules in terms of Section 36 of the Consumer Protection Act.
- 2.3. The “MIX TO WIN” CONSUMER PROMOTION will take place in all Checkers stores in the Kwazulu Natal area.
- 2.4. A copy of these rules can be found on the following website [www.termsconditions.co.za](http://www.termsconditions.co.za) throughout the Competition Period.

**3. The Consumer Protection Act**

- 3.1. The Competition Rules contain certain terms and conditions which may:-
  - 3.1.1. limit the risk or liability of the Promoter, or any relevant third party; and/or
  - 3.1.2. create risk or liability for the Participant; and/or
  - 3.1.3. compel the Participant to indemnify the Promoter or a relevant third party; and/or
  - 3.1.4. serve as an acknowledgement, by the Participant, of certain facts.

**4. The Participant**

- 4.1. The Participant must be;
  - 4.1.1. a natural person and may not be a juristic person;
  - 4.1.2. 18 years or older; anda permanent resident or citizens of the Republic of South Africa
- 4.2. The Participant, by entering into the Promotional Competition, expressly acknowledges that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to the Competition Rules.
- 4.3. It is a material term of the Promotional Competition that all Participants’ to this Promotional Competition participate entirely at their own risk.

4.4. No director, employee, agent or consultant of the Tiger Brands Group of Companies, or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this Promotional Competition may participate in this competition.

## **5. How to enter**

5.1. To enter this Promotional Competition participants must buy any 2 of the below participating products. Entry details will be printed on the till slip on purchase.

### **5.2. Participating products**

- All Gold Tomato Sauce 700ml
- Any Koo Beetroot 780g
- Any Black Cat PB 400g
- Mrs Balls Chutney 860g
- Mrs Balls Sweet Chilli 840g

5.2.1. Buy any 2 participating products from any Checkers store in Kwazulu Natal; and

5.2.2. SMS the word Mix To Win, & the Competition Code on the Competition Till Slip to the competition SMS line displayed on your till slip. See till slip for details.

5.2.3. Standard SMS Rates Apply.

5.2.4. Participants must keep their till slip as proof of purchase.

5.2.5. Entries close at midnight on 30 April 2019.

5.3. Winners will be selected by a random draw that will take place on the 30<sup>th</sup> of April 2019.

5.4. Entries which are unclear, illegible or contain errors will be declared invalid.

## **6. The Prize**

6.1. one of 350 Checkers shopping vouchers to the value of R300 each. The total value of all vouchers is R105,000.

6.2. Entries close at 00h00 on the 30<sup>th</sup> April 2019.

6.2.1. Prize handovers will be delivered by Tiger Brands to the address specified by the winners, provided that the address is within the Kwa-zulu natal area.

## **7. The Winner**

7.1. There will be 350 winners selected.

7.2. The Winners may be required to sign a waiver of liability and indemnity before claiming their prizes.

7.3. All Winners will be required to provide their names and contact details and to sign an acknowledgement of receipt of the Prize.

8. The Participants consent, by taking part in the competition to the Promoter using the personal information collected through the competition to adjudicate the competition and for future marketing purposes by the Promoter.

9. The prize is not exchangeable for cash and is not transferrable.

## **10. The Rules**

10.1. The following rules apply to the Promotional Competition: -

10.1.1. the Participants must provide correct and up-to-date personal details as required by the Promoter with each referral sent to the Promoter and allow the Promoter to process such information in terms of POPI;

10.1.2. the Promoter reserves the right to amend these Competition Rules and may terminate the Promotional Competition at any time. In such event, where the Promotional Competition is

terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotional Competition and acknowledge that they have no recourse against the Promoter, Shoprite Checkers (Pty) Ltd, their employees, agents, partners, suppliers, or sponsors;

- 10.1.3. in the event of a dispute, the decision of the Promoter will be final and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoter shall be entitled to deal with such disputes (or any failure by Participants to follow the rules) in their sole discretion, including that the Promoter shall be entitled to immediately disqualify Participants from this Promotional Competition.
- 10.1.4. Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Rules by a Participant and/or their parents/guardians, determined in the Promoter's sole discretion, may result in disqualification from the Promotional Competition and ineligibility to win any prize.
- 10.1.5. **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 Promoters, 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.

## **11. Indemnification**

- 11.1. By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:
  - 11.1.1. the Participant indemnifies and holds harmless the Promoter, Shoprite Checkers (Pty) Ltd and their promotional partners, their employees and their agents ("the Indemnified Parties") of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Promotional Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and
  - 11.1.2. the Participant accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by the Winner subsequent to claiming the Prize.

## **12. Prize Qualification Rules**

- 12.1. Participation in the Promotional Competition constitutes acceptance of the Competition Rules.
- 12.2. By entering the Promotional Competition Participants consent to their details being used for marketing campaigns by the Promoter.
- 12.3. A Prize may not be handed over to a winner when it is prohibited by law for the winner to use the prize. The Winner must prove their eligibility to use the prize. Once the Winner has been notified and the prize has been handed over, the Winner must sign an acknowledgement of receiving the Prize.
- 12.4. The Participant must inform their employer of his/her participation in the Competition and must obtain consent to participate, if this is required, the Promoter accepts no responsibility in this regard should the Participant have failed to obtain the necessary consent, resulting in their inability to redeem the Prize.
- 12.5. The Winner must provide valid proof of identity (a green bar-coded ID book, passport or drivers licence).
- 12.6. Any extras not included in the Prize as detailed above will be at the expense of the winner.
- 12.7. The Promoter reserves the right to substitute the Prize with any other prize of similar commercial value to the Prize offered herein, at its sole discretion.

12.8. For further information or enquiries please email consumer services at [tigercsd@tigerbrands.com](mailto:tigercsd@tigerbrands.com) or call us on 086 010 0878. Calls to this number will be charged by your cellular network service provider.

### **13. POPI**

13.1. The Winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the Winner or any other entrants will be used solely in accordance with current Consumer Protection Act (CPA)/ the Protection of Personal Information Act (POPI) and will not be disclosed to a third party without the entrant's prior consent.

13.2. Entry into the competition will be deemed as acceptance of these terms and conditions.

13.3. This promotion is in no way sponsored, endorsed or administered by, or associated with, MTN, Vodacom, Cell C or any other telecommunication provider or Facebook, Twitter or any other Social Network.

13.4. The Participant by part taking in the Promotional Competition consents to his/her personal information to be shared with the Promoter's employees, contractors or agents for the purpose of this Promotional Competition and for the purpose of sharing future promotions.