TERMS & CONDITIONS OF PROMOTION:

- 1. The promoter is Merisant Company ("the Promoter").
- 2. This promotional competition is open to all South African residents residing in South Africa and are in possession of a valid South African identity document, passport or document of proof of South African residency. Any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members may not enter or participate in this promotional competition and will automatically be disqualified upon entry.
- 3. Any participant under the age of 18 years must be fully assisted by his/her guardian, who approves of and consents to the participant's participation in the competition and the participant's receipt/possession of the prize.
- 4. This promotional competition is open from 19th August 2019 and ends at 12am (midnight) on 30 September 2019. Any entries received after the closing date will not be considered.
- 5. To enter, participants are required to:
 - 5.1 Buy any two Canderel Products from Checkers and/or Checkers Hyper branded stores in South Africa; and
 - 5.2 Sms the word "Canderel" & the Competition Code on the Competition Till Slip to the competition sms line displayed on your till slip: See till slip for details.
 - 5.3 Standard SMS Rates Apply.
- 6. Participants must keep their till slip as proof of purchase.
- 7. Participants must enter in their correct contact details. If a winner's has given incorrect contact details, the Promoter reserves the right to select another winner in terms of the rules.
- 8. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase and unique code.
- 9. The prize is a Nespresso EssenzaMini there will be one winner per store selected.
- 10. Any prize not taken up for any reason within two months of notification will be forfeited.
- 11. Expiry dates can be found on the actual voucher.
- 12. All winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.
- 13. Winners will be selected by means of a random draw within 5 working days after the competition has ended and will be notified telephonically where the winner will be required to verify their details. The Promoter (or their agent) will endeavor to contact the prize winner once every day for 5 consecutive working days after their name is drawn. If the prize winner cannot be contacted during this period, the prize will be forfeited and another winner will be selected in accordance with the rules.

- 14. The prize includes delivery and winners will be required to provide the promoter with a valid day time delivery address to enable delivery.
- 15. A copy of these rules can be found on the following websitewww.termsconditions.co.za throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone number 0860002652
- 16. The Promoter reserves the right to name winners publicly and any other place where the Promoter deems fit. By entering the competition, prize winners agree to the publication of their name by the Promoter.
- 17. Failure to claim a prize within a period of 2 months from the date of the draw and/or a refusal or inability to comply with these terms and conditions within 2 months will result in the disqualification of the relevant winner and a new winner will be drawn in their place at the sole discretion of the Promoter.
- 18. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.
- 19. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending of an entry will not be accepted as proof of receipt of such entry.
- 20. The Promoter 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.
- 21. The Promoter reserves the right to disqualify any entry if any act of fraud or dishonesty is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
- 22. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry requirements.
- 23. Any attempt to use multiple e-mail or Facebook accounts or other methods to enter more than the stated limit, if applicable, may result in disqualification and all associated entries will be void. Entries generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, entering service sites or any other automated means and entries by any means that subvert the entry process or do not conform to the terms or spirit of these competition rules, will void the entry/ies.
- 24. The prize is not exchangeable for cash and is not transferrable.
- 25. The Promoter reserves the right to use the images taken of the winner for publicity purposes in any manner they deem fit, without remuneration being made payable to the winner. However,

the winner has the right to object to these images being used by written notification to the Promoter at Incobrands (Pty) Ltd.

Incolabs (Pty) Ltd. trading as Incobrands

13st Andrews Road, Parktown, Johannesburg, South Africa

PO BOX 1203 Parklands 2121

Att: Legal Department.

- 26. The Promoter shall have the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents.
- 27. In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
- 28. Neither the Promoter, its agents, its associated companies, nor any directors, officers or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.
- 29. The judges' decision is final and no correspondence will be entered into.
- 30. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.