HINDS SPICES WIN A CAR COMPETITION TERMS & CONDITIONS

- 1. The promoter is RFG Foods (Pty) Ltd. ("the Promoter").
- 2. The promotional competition is open to all South African residents residing in Gauteng, Limpopo, Mpumalanga, North West and who are in possession of a valid South African identity document, passport or document of proof of South African residency and who are registered Xtra Savings members with a valid Xtra Savings card. 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 the Competition and will automatically be disqualified upon entry.
- 3. All participants must be 18 (Eighteen) years or older and possess a valid South African driver's license.
- 4. This promotional competition is open from 5 September 2022 and ends at 11:59pm on 23 October 2022. Any entries received after the closing date will not be considered.
- 5. To enter, participants will be required to:
 - 5.1 Purchase any 2x Hinds Spices box from any Shoprite branded store in Gauteng, Limpopo, Mpumalanga and North_West province.
 - 5.1.1 Qualifying products are as follows:
 - Hinds Chicken Spice;
 - Hinds Barbeque Spice;
 - Hinds Steak & Chops Spice;
 - Hinds Pure White Pepper;
 - Hinds Cayenne Pepper;
 - Hinds Pure Ground Ginger;
 - Hinds Parsley;
 - Hinds Mixed Herbs;
 - Hinds Chip Seasoning;
 - Hinds Salt & Vinegar Seasoning;

- Hinds Cinnamon;
- Hinds Crushed Chillies and
- Hinds Peri Peri
- 5.2 Swipe their Shoprite Xtra Savings card to receive an automatic entry into the draw.
- 6 Participants must keep their till slip as proof of purchase.
- 7 Participants must ensure that the contact details registered on their Shoprite Xtra Savings card are correct as these are the contact details that the Promoter will use to reach the winner. If a winner 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 Xtra Savings card swipe.
- 9 Participants stand a chance to win a Toyota Agya MT (52J) to the approximate value of R178 221.45 (One Hundred and Seventy-Eight Thousand Two Hundred and Twenty-One Rand and Forty-Five Cents) each (inclusive of VAT) at the time of drafting these terms and conditions.
- 10 The winner will be drawn from the participants in the Gauteng, Limpopo, Mpumalanga and Northwest provinces. Winner will be drawn by means of random selection.
- 11 The cost of pre-delivery inspection, licensing and registration is included in the cost of the car.
- 12 The cost of the car insurance is the responsibility of the winner. The winner shall ensure that they have a valid insurance policy covering the prize prior to taking delivery thereof.
- 13 The Promoter shall solely determine the specifications and color of the vehicle to be won and the Promoter's decision is final.
- 14 The prize is not exchangeable for cash and is not transferrable.
- 15 The winner will be required to provide their name, valid South African driver's license, ID number and contact details and to sign an acknowledgment of receipt of the prize.

- ¹⁶ Winners will be selected by means of a random draw by 31 October 2022 whereafter their details will be shared with the Promotor for prize fulfilment. Winners will be notified telephonically where the winner will be required to verify their personal details. The Promoter (or their agent) will endeavor to contact the prize winner once every day for 3 (Three) consecutive working days after their name is drawn. If a prize winner cannot be contacted during this period, the prize will be forfeited, and another winner will be selected in accordance with the rules.
- 17 The winner will take possession of the car on the date of the formal handover event at the Shoprite store where the winner bought his/her participating items. Should the winner not take possession of the car at the formal handover event, the winner will forfeit the prize and another winner will be selected in accordance with the rules.
- 18 A copy of these rules can be found on the following website: www.termsconditions.co.za and www.hindsspices.co.za throughout the period of the competition or can be obtained from customer care on telephone number: 086 172 5262.
- 19 The Promoter reserves the right to name and publish images of the winner publicly and any other place where the Promoter deems fit. By entering the competition, prize winner agrees to the publication of their name and image by the Promoter.
- 20 Failure to claim the prize or a refusal or inability to comply with these requirements will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter.
- By entering the Competition, you authorize the Promoter to collect, store and use (not share unless specified otherwise) personal information of Participants for marketing, communication or statistical purposes. You are entitled to decline any marketing communication by emailing [customercare@rfg.com]. 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. The Promoter may share your personal information with a co-sponsor/partner of the Competition as specified on the Competition entry form. The winner or participants may be requested to take part in publicity campaigns for broadcast or publishing purposes. Winners or participants shall at all times be entitled to decline the above request. Winners or participants that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the Promoter.

- 22 The Promoter does not sell or rent personal information about individual member to third parties. We may, however, disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.
- 23 The Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act 68 of 2008 ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Rules and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website: www.dti.gov.za
- 24 The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever.
- 25 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.
- 26 Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer or cell phone hardware or software failure of any kind.
- 27 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.
- 28 The Promoter has the right in its sole discretion to summarily disqualify a winner who, at any time, does not act in accordance with the spirit of the promotional competition. A disqualified winner shall immediately forfeit their right, title or interest in any prize.
- 29 No applications from agents, third parties, organized 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 instructions.
- 30 NOTE: Any attempt to use multiple e-mail or Facebook accounts or other 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.

- 31 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 1 Pniel Road, Groot Drakenstein, Cape Town. Att: Legal Department.
- 32 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.
- 33 In the event that the prize is not available despite the Promoter's reasonable endeavors to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
- 34 Neither the Promoter, its agents, 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.
- 35 The judges' decision is final and no correspondence will be entered into.
- 36 Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
- 37 All information on the website, digital channels and till slip is provided by Shoprite Checkers (Pty) Ltd, or is licensed from various license holders. You may only use this information to assist in learning more about any particular product or service. You may not store, reuse or utilize this information for any commercial purpose.
- 38 You may not use any form of automated search or download technology to access this site without our prior written consent

- 39 By accepting the terms and condition as set out herein, you confirm that you are aware of the information that is being collected by us and that this information will be solely processed for the purposes of this promotion.
- 40 Your privacy is important to us, for more information on how we process and secure your personal information; please see our <u>data privacy statement</u>.