

## **Illovo Syrup Lunchbox Monsters**

### **Terms and Conditions for the “Lunchbox Monsters” Promotion**

The name of the competition is “**Illovo Syrup Lunchbox Monsters**”.

The competition commences 10 January 2022 and ends 6 March 2022.

This competition is brought to you by Illovo Sugar (South Africa) (Pty) Ltd.

#### **Application and interpretation**

- Participation in this promotion (“Promotion”) is subject to these terms and conditions (“Terms and Conditions”) and any person participating in this Promotion agrees to be bound by these Terms and Conditions.
  
- For the purposes of these Terms and Conditions:
  - “Promoter” means Illovo Sugar (South Africa) (Pty) Ltd;
  - “Participating Store” means any retail store within which the promotional competition is being run;
  - “Participant” means any person who enters, competes in or is otherwise eligible to win this promotional competition;
  - Illovo Group means the Promoter and any party that the Promoter directly or indirectly controls or is controlled by.

#### **Duration**

- The Promotion will run from 00:00 on 10 January 2022 until 23:59 on 6 March 2022 (“Promotion Period”) after which date the Promotion will automatically terminate and no further entries will be accepted.
  
- In addition to any other rights contained in these Terms and Conditions, the Promoter reserves the right to terminate or curtail the Promotion Period (without incurring any liability to any Participant) at any time with immediate effect by publishing a notice to that effect on [www.illovosugarsa.co.za](http://www.illovosugarsa.co.za) and/or its social media pages and each Participant waives any claim it may have arising out of that termination.
  
- Similarly, the Promotion Period may be extended at the sole discretion of the Promoter. If this is the case, the Promoter will provide notice of this on the website and/or social media pages.

## **Entrants**

- This Promotion is open to all persons residing in South Africa with a valid cell phone number and/or email address.
- Participants must comply with these Terms and Conditions in order to qualify for this Promotion.
- No members, employees, directors, agents, or consultants of the Promoter, Participating Store or the Illovo Group (or any of their immediate families) may enter this Promotion.

## **Prize**

- The prize is a chance to win 1 (One) of 5 (Five) school bursaries to the value of R20,000 (Twenty Thousand Rand) each.
- 5 (Five) winners will be selected randomly from all entries received and each will receive 1 (One) school bursary.
- The school bursary will be paid directly into the designated school's account of the winner. No payments will be made directly into a winner's account.
- All 5 (Five) winners will be announced after the close of the competition.
- Winners shall be notified via social media (Facebook or Instagram). If the winner cannot be contacted after sending 3 (Three) direct messages on 3 (Three) consecutive business days, the prize will be forfeited and a redraw will take place.
- Prizes cannot be redeemed for cash in part or whole, are non-refundable, non-exchangeable and non-transferable.
- Prizes cannot be exchanged for an alternative prize and no negotiations will be entered into.

### **Entry into the Promotion**

- To enter, Participants must follow the instructions on the relevant advert and upload their “Lunchbox Monster” creation on Facebook and tag the Illovo Sugar Facebook page @IllovoSugarSA (<https://www.facebook.com/IllovoSugarSA/>).
- Entries must be in the form of a photo/video.
- Standard data charges may apply.
- There is no weekly cut off time for entries and each entry is valid for the entire Promotion Period.
- Participants are entitled to submit multiple entries during the promotion Period.

### **General**

- Winners’ details may be displayed on the website at [www.illovosugarsa.co.za](http://www.illovosugarsa.co.za), and other Illovo Sugar social media and marketing platforms such as Facebook and Instagram.
- Any Participant may refuse to participate in any direct marketing or have their image used by the Promoter by sending notification to the Promoter in writing to [illovosyrup@tbwa.co.za](mailto:illovosyrup@tbwa.co.za)
- No fee shall be charged to any Participant who submits such a request.
- In the event of a dispute, the decision of the Promoter will be final, and binding and no correspondence will be entered into.

- Participants who, in the Promoter's sole determination, act unlawfully, fraudulently, in breach of these Terms and Conditions or otherwise dishonestly may be disqualified from participating in the Promotion and shall not be eligible to win any prize.
- If the winner/s fail/s to comply with any of these Terms and Conditions, the winner/s will be disqualified and will forfeit the prize.
- Not all Participants are guaranteed winners. Winners will be selected at random and will need to respond to contact in order to claim their prize.
- Entries which contain errors will be considered invalid.
- Queries regarding these Terms and Conditions can be submitted via email to [illovosyrup@tbwa.co.za](mailto:illovosyrup@tbwa.co.za)
- A copy of these Terms and Conditions can be obtained by emailing a request to [illovosyrup@tbwa.co.za](mailto:illovosyrup@tbwa.co.za)
- These Terms and Conditions shall be governed by the laws of the Republic of South Africa.

#### **Exclusions of liability and indemnity**

- Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA") (where applicable).
- Qualifying Participants hereby consent to and undertake to expeditiously do all things necessary to enable the Promoter to comply with their obligations under the CPA (where applicable) including, but not limited to providing and the use of such personal information as may be required in order to carry out the Promotion.
- The Promoter is not liable for any technical failure that may result in an entry not being successfully submitted.

- The prize is accepted by a winner at his/her own risk and the Promoter is not liable, at any time, for any defect in the prize.
- By entering the Promotion and/or accepting any prize, the Participants hereby indemnify, release and hold harmless the Promoter including its subsidiaries, holding companies and affiliates and their directors, employees, agents, suppliers and contractors from and against any actions, claims and/or liability for injury, loss, damage, expense, claims and/or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the Promotion, and/or the use, acceptance or possession of a prize, and/or participation (or non-participation) in a prize -related activity.
- Without limiting any other exclusion provided for in these Terms and Conditions, the Promoter will not be held liable for any harm or consequential loss as a result of use of the prize.