

Morvite PAPVOL Campaign – T’s & C’s (“**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:

- “**the Act**” means the Consumer Protection Act 68 of 2008, as amended;
- “**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;
- “**Competition Rules**” means the rules contained herein, as required by Section 36 of the Act;
- “**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;
- “Participating Tiger Brands Products” means:
 - 1.1..1. Morvite Instant Porridge
- “**POPI**” means the Protection of Personal Information Act, No 4 of 2013;
- “**Promoter**” means Tiger Consumer Brands Ltd;
- “**Promotional Competition**” means the competition to which these rules pertain as run by the Promoter during the Promotion Period;
- “**Prize**” means as further described in clause 6;
- “**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 prizes.
- 2.2. The Promoter hereby imposes the following Competition Rules in terms of Section 36 of the Consumer Protection Act.

3. The Consumer Protection Act

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

4. The Participant

- 4.1. The Participant must be;
 - a natural person and may not be a juristic person;
 - 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 competition may participate in this campaign.

5. Campaign duration

- 5.1 The campaign will run from 05 October 2020 – 03 January 2021. Any purchase made after the closing date of the competition will not qualify for the promotion.

6. How to enter

- 6.1. To participate in this competition, participants are required to purchase any 1 (One) participating Morvite packs; and
- 6.2. Dial the USSD Code on your till slip.
- 6.3. Winners are determined by instant airtime and a random draw. Only participants who enter at any Shoprite, Shoprite Mini or Shoprite Hyper in the Eastern Cape and KwaZulu can qualify for this promotion.
- 6.4. Standard USSD rates apply, 20c per 20 seconds.
- 6.5. Participants are required to keep their till slip as proof of purchase.
- 6.6. When the above steps are actioned correctly participants will stand a chance to win a share of R230,000.00 (Two Hundred and Thirty Thousand Rand) in prizes which includes: Instant Airtime reward and will automatically enter to a random draw where they will stand a chance to win:
 - Cash
 - Blenders
 - Gym Memberships
- 6.7. Winners will be randomly drawn on the below dates:
 - 19th October 2020
 - 09th November 2020
 - 30th November 2020
 - 21st December, 2020
 - 06th January 2021
- 6.8. Winners will also be announced on the Morvite Facebook page.

7. The Prizes

- 1000 (One Thousand) x R20.00 (Twenty Rand) Instant Airtime (All free airtime expires within 90 (Ninety) days); or
- 10 (Ten) x R1,000 (One Thousand Rand) cash prizes; or
- 100 (One Hundred) x Blenders valued at R1,000 (One Thousand Rand); or
- 10 (Ten) x 1 (One) Year Gym Membership valued at R10,000.00 (Ten Thousand Rand).

8. The Winners

- 8.1. By participating in the Promotional Competition, the Winners hereby accept that they may be asked to take part in further publicity relating to the Promotional Competition, the Promoter may incorporate Winners in publicity campaigns or allow their names and likenesses to be used for promotional purposes aligned with the promoter's business, including but not limited to posting photos to the promoter's website, Facebook and other social media pages.
- 8.2. Winners may be required to sign a waiver of liability and indemnity before claiming their prizes.
- 8.3. All Winners will be required to provide their names, ID numbers, bank account (if they are a winner of cash prizes), physical address (in the event of delivery being required) and contact details.
- 8.4. Winners may be requested to provide proof of purchase – 1 (One) pack of Morvite (i.e. qualifying till slip).
- 8.5. The Participants consent, by taking part in the competition to the Promoter using the personal information collected through the competition to adjudicate the competition.
- 8.6. Where Participants/ Winners consent to take part in the Promoter's publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.
- 8.7. Winners of the daily prizes (Instant Airtime) will be notified immediately and receive their prize within 48 hours.

8.8. Winners will be drawn randomly and contacted over the phone throughout the week to let them know they have won.

9. The Rules

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

- 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;
- the Promoter reserves the right to amend these Competition Rules by bringing it to the Participants attention within a reasonable period of time 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, their employees, agents, partners, suppliers, or sponsors;
- 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.
- 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.
- Winner must agree to all promotional activity deemed necessary by the Promoter.

10. Indemnification

10.1. By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:

- the Participant indemnifies and holds harmless the Promoter and its 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
- 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.

11. Prize Qualification Rules

11.1. Participation in the Promotional Competition constitutes acceptance of the Competition Rules.

11.2. By entering the Promotional Competition Participants consent to their details being used for marketing campaigns by the Promoter.

11.3. 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, if applicable.

11.4. If a participant is an employee of the Promoter, the Participant must inform the Promoter 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.

11.5. The Winner must provide valid proof of identity (a green bar-coded ID book, passport or drivers licence), if required.

11.6. Any extras not included in the Prize as detailed above will be at the expense of the Winner.

11.7. 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.

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

12. POPI

12.1. 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.

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

12.3. 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.