

# TERMS & CONDITIONS OF COMPETITION

## 1. Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1. **"Applicable Law"** means any national (or provincial) legislation, statutes, ordinances and other laws and regulations and any by-laws of any legally constituted public authority, including but not limited to: (i) any applicable statute or proclamation or any delegated or subordinate legislation; (ii) any common law and any applicable judgment of a relevant court of law that is a binding precedent; and (iii) any regulation, rule, condition, direction, decision, notice, notification, guideline, code of practice, decree, circular, decision or other requirement, directive or order made by any regulatory authority or regulatory body or other legally constituted public authority (including any enforcement action, direction or fine made or levied) whether or not expressed to be legally binding; in each case in force at any time in any relevant jurisdiction;
- 1.2. **"Business Day"** means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa, within the meaning of the Public Holidays Act, 1994;
- 1.3. **"Competition"** means the competition as set out in the Information Schedule;
- 1.4. **"Competition Period"** means the period as set out in the Information Schedule;
- 1.5. **"Goods"** means the goods described in the Information Schedule;
- 1.6. **"Information Schedule"** means the schedule attached to these T&Cs as **Schedule 1**;
- 1.7. **"Participant"** means a person who enters the Competition;
- 1.8. **"Participating Stores"** means any retailer of the Goods in the Republic of South Africa;
- 1.9. **"Premier FMCG"** means Premier FMCG Proprietary Limited (Registration Number 1968/002379/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa;
- 1.10. **"Prize(s)"** means the prizes that can be won in this Competition, as described in the Information Schedule; and
- 1.11. **"T&Cs"** means these competition terms and conditions, including the schedule hereto.

## 2. Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by these T&Cs, which the Participant acknowledges to have read and understood. The Participant also acknowledges that his/her information will be processed as contemplated in clause 5.

## 3. Entry Requirements

- 3.1. In order to be eligible for participation in this Competition, a person must:
  - 3.1.1. be a South African citizen or permanent resident;
  - 3.1.2. be over the age of 18 (eighteen) or if the Participant is under the age of 18 (a minor), he/she must be duly represented by a parent or legal guardian who represents and warrants that he/she has the right, power and authority to consent to these T&Cs on behalf of the Participant (the minor) and him/herself;
  - 3.1.3. successfully enter the Competition in accordance with the entry mechanism set out in the Information Schedule; and
  - 3.1.4. adhere to the terms and conditions that apply to this Competition.
- 3.2. Participants may only enter this Competition in the Republic of South Africa.
- 3.3. Entries received or submitted through any medium other than as stipulated above shall not be considered.
- 3.4. Entries are limited to the number of entries per Participant as set out in the Information Schedule.
- 3.5. No entries will be accepted:
  - 3.5.1. if they are submitted on behalf of or jointly with a third party;
  - 3.5.2. if they are illegible, have been altered, reconstructed, forged or tampered with;
  - 3.5.3. if they are automatically generated by computer or created by artificial intelligence (including but not limited to

chatbots such as ChatGPT or similar software applications);

- 3.5.4. if they are photocopies and not originals; or
- 3.5.5. if they are incomplete.
- 3.6. The following persons may not enter the Competition or be eligible to win any of the Prizes:
  - 3.6.1. any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with, affiliated or professionally connected to Premier FMCG or any of its affiliated companies; the Competition or its administration;
  - 3.6.2. any supplier of goods or services in connection with the Competition (including without limitation marketing service providers in respect of the Competition);
  - 3.6.3. any member of the immediate families or households of any person described in 3.6.1 or 3.6.2 above; or
  - 3.6.4. any other person who directly or indirectly controls or is controlled by Premier FMCG.
- 3.7. The Competition will run for the Competition Period. Only entries received within the Competition Period will qualify, and entries received outside such period will not be considered.
- 3.8. By choosing to enter the Competition, the Participant confirms that he/she is eligible to do so and is eligible to claim the Prizes and Premier FMCG may require that the Participant provide proof that he/she is eligible to enter the Competition.
- 3.9. The Participant shall not disclose to any third party (including competitors of Premier FMCG) any information relating to the Competition or the affairs of Premier FMCG which may come to his/her knowledge during or in connection with his/her participation in the Competition.
- 3.10. Premier FMCG will not accept:
  - 3.10.1. responsibility for Competition entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - 3.10.2. proof of posting or transmission as proof of receipt of entry to the Competition.
- 3.11. The Participant is solely responsible for any and all reasonable costs or expenses incurred by the Participant in applying to participate or his/her participation in the Competition, (including but not limited to: calls made, internet service provider charges, telephone fees and other costs). Under no circumstances will Premier FMCG cover these or any additional costs.

## 4. Prizes and Award Terms

- 4.1. The number of winners is set out in the Information Schedule. The winners will be randomly drawn at the end of the Competition from all qualifying entries as set out in the Information Schedule. The draw will be overseen by an independent accountant, registered auditor, attorney or advocate, who will also oversee and certify the conducting of the Competition.
- 4.2. Winners will be notified after the draw within the time period and in the manner set out in the Information Schedule. Winners' names will be available upon request by writing to Premier FMCG.
- 4.3. Premier FMCG will make all reasonable efforts to contact the winner. In the event that a winner cannot be successfully contacted, is not available within the period described in the Information Schedule, is unable, for any reason whatsoever, to accept the Prize or has not claimed their Prize within the period described in the Information Schedule, such winner will forfeit their Prize. Premier FMCG reserves the right to select a replacement winner through a random draw from the remaining qualifying participants in the draw in accordance with same process and procedures as applicable to the original draw.
- 4.4. In order to claim the Prize, a winner must provide the information and documentation described in the Information Schedule.
- 4.5. Premier FMCG does not accept any responsibility if the Participant is not able to take up the Prize.
- 4.6. The Prize must be collected or delivered as set out in the Information Schedule within the time period set out in the Information Schedule.
- 4.7. The prize may not be claimed by a third party on the Participant's behalf.
- 4.8. Prizes are subject to availability and cannot be negotiated,

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transferred or exchanged. Premier FMCG reserves the right to substitute a Prize with another prize of equivalent or greater value or nature.

- 4.9. Prizes are not redeemable for cash unless the Prize is cash. The provisions of 4.8 above remain applicable as necessary.

### 5. Use of Personal Information

- 5.1. Personal information shall bare the meaning as described in Section 1 of the Protection of Personal Information Act 4 of 2013.
- 5.2. The Participant agrees and voluntarily consent to Premier FMCG processing and using the Participant's personal information for purposes relating to the Competition. Click here to read Premier FMCG's privacy policy: <https://premierfmcg.com/privacy-policy>
- 5.3. A Participant may ask Premier FMCG at any time during the Competition Period to correct or confirm any personal information if it is incorrect or out of date.
- 5.4. To the extent that elements of the Prizes are being provided by a third party, the personal information of the winners may be passed on to such third party for the sole purpose of prize fulfilment.
- 5.5. With regards to Participants under the age of 18, his or her or their duly authorised representative confirms and warrants that he or she or they have the right, power and authority to allow Premier FMCG to use their and/or the Participant's personal information for purposes of the Competition and hereby consents to Premier FMCG using their and/or the Participant's personal information for purposes of the Competition as well as consent to the provisions of 5.6 below.
- 5.6. The Participant agrees that any photographs, images, videos or that of a similar nature taken of them in relation to this Competition will become the property of Premier FMCG to use in any marketing campaigns as Premier FMCG deems fit. The Participant shall have no claim for any compensation for use of the photograph. However, the Participant may refuse to have his or her picture taken for purposes of marketing campaigns.

### 6. Limitation of Liability, Warranties and Indemnities

- 6.1. **To the greatest extent permitted by Applicable Law, Premier FMCG, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and each Participant hereby indemnifies and holds the Indemnified Parties harmless from any and all claims, damages, liabilities, costs, expenses and/or penalties (as applicable) suffered or incurred by any person as a result of entry into the Competition, participating in the Competition or receiving or using any Prize. This is without prejudice to any rights or remedies that any Participant or winner has available to it under Applicable Law and that cannot be excluded, limited or waived.**
- 6.2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

### 7. Force Majeure

In the event of any act of God, governmental act, strike, war, riot, civil commotion, lockout, fire, flood, accident, or any other exceptional event or circumstances of whatever nature arising or action taken beyond or outside the reasonable control of Premier FMCG preventing or delaying it from performance (any such event hereinafter called "**Force Majeure**") then Premier FMCG shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

### 8. General

- 8.1. Premier FMCG may in its sole and absolute discretion amend or update these T&Cs at any time, by publishing the revised terms and conditions on the website identified in the Information Schedule. The Participant will be provided with written notice where Premier FMCG amends or updates these T&Cs.
- 8.2. Premier FMCG reserves the right to hold void, suspend, cancel, or amend the Competition if it becomes necessary to do so (in the sole discretion of Premier FMCG).
- 8.3. Premier FMCG reserves the right to disqualify any Participant from participating in the Competition who breaches any provision of these T&Cs or if Premier FMCG determines that the Participant has attempted to manipulate the outcome of the Competition.
- 8.4. Premier FMCG may disqualify an entry if, in Premier FMCG's sole and absolute opinion, it contains any content which is obscene, vulgar, harassing, unlawful, illegal, harmful, inflammatory, hateful or otherwise objectionable or infringes the rights of any third party

in subject matter or wording, or which is otherwise unsuitable for publication.

- 8.5. Premier FMCG further reserves all rights to disqualify the Participant if his/her conduct is contrary to the spirit or intention of the Competition.
- 8.6. In the event of a dispute regarding any aspect of the Competition and/or these T&Cs, Premier FMCG's decision will be binding and final and no correspondence will be entered into.
- 8.7. In the event of a dispute regarding a winner chosen in accordance with these T&Cs, the decision of an independent admitted attorney duly appointed by Premier FMCG will be final and binding and no other correspondence will be entered into.
- 8.8. Premier FMCG reserves the right to cancel, suspend, amend or terminate the Competition or extend the Competition Period at any time and without notice to the Participant.
- 8.9. The Participant may withdraw from the Competition at any time and by providing notice to Premier FMCG using the contact details set out in 8.21.
- 8.10. Premier FMCG will never ask you to provide banking details in order to take part in a Competition.
- 8.11. These T&Cs constitutes the entire agreement between the parties and supersedes any prior written or oral agreement between them as far as the subject matter contained in these T&Cs is concerned and no party shall have any claim or right of action arising from any undertaking, representation or warranty not expressly included in these T&Cs.
- 8.12. If any provision or part-provision of these T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these T&Cs.
- 8.13. Save as otherwise expressly provided in these T&Cs, no agreement to vary, waive, amend add to, delete from or cancel any provision of these T&Cs (including this 8.13) shall be effective unless reduced to writing and signed by the parties or on behalf of the parties by their duly authorised agents.
- 8.14. Save as otherwise expressly provided in these T&Cs, neither party shall be entitled to assign, cede, delegate or otherwise transfer or deal with these T&Cs or any of its rights and obligations under it, in whole or in part, without the prior written consent of the other party.
- 8.15. Any failure by any party to exercise or delay by any party in exercising its rights or remedies provided under these T&Cs or by Applicable Law does not constitute a waiver of that or any other right or remedy and does not prevent, limit or restrict the future exercise or enforceability of that or any other rights or remedies. No single or partial exercise of any right or remedy provided under these T&Cs or by law prevents or restricts the further exercise of that or any other right or remedy.
- 8.16. The validity of these T&Cs, its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of the Republic of South Africa.
- 8.17. To the extent permitted by Applicable Law, the Participant hereby consents and submits to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg for the purposes of all or any dispute or legal proceedings arising from or concerning these T&Cs.
- 8.18. The stipulations for the benefit of Premier FMCG's employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates shall, by way of *stipulatio alteri*, constitute a contract for the benefit of such persons which shall be capable of acceptance at any time by any of them by written notice to that effect to the Participant. Prior to acceptance, the benefit of each such stipulation may not be withdrawn.
- 8.19. No rule of construction shall be applied to the disadvantage of a party to these T&Cs because that party was responsible for or participated in the preparation of these T&Cs or any part of it.
- 8.20. Where the words **include(s)**, **including** or **in particular** followed by specific examples shall be construed by way of example or emphasis only and shall not be construed, nor shall it take effect, as limiting the generality of any preceding words, and the eiusdem generis rule is not to be applied in the interpretation of such specific examples or general words and where the context permits, the words **other** and **otherwise** are illustrative and shall not be construed eiusdem generis with or limit the sense of the words preceding them where a wider construction is possible.

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8.21. All enquiries regarding the Competition should be sent to Premier FMCG at [customer care@premierfmcg.com](mailto:customer care@premierfmcg.com) or **0860 122 300** (SA only).

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## SCHEDULE 1 – INFORMATION SCHEDULE

No	Clause Reference	Description
1.	Competition (clause 1.3)	The Nyala Ziqhenye Noma Nini Breakfast competition organised by Premier FMCG, for the Competition Period.
2.	Competition Period (clause 1.4)	The period commencing 1 February 2025 and ending 31 March 2025, both days included.
3.	Goods (clause 1.5)	Any of Premier FMCG's Nyala instant maize porridge products.
4.	Prizes (clause 1.10)	R1 000.00 once-off cash prize or a R18 125.00 once-off cash prize. A winner is not entitled to win more than 1 (one) Prize in this Competition.
5.	Entry mechanism (clause 3.1.3)	To enter the Competition, the Participant must: 1. Purchase any Nyala instant maize porridge product; and 2. Use a phone to dial *120*304050* and follow the prompts. USSD costs R0.20 per 20 seconds.
6.	Number of entries (clause 3.4)	The Participant may only enter the Competition once.
7.	Number of winners (clause 4.1)	The number of winners is limited to 59.
8.	The draw (clause 4.1)	A winner will be drawn daily for the R1 000.00 cash prize for a total of 55 days. Additionally, a winner will be drawn weekly for the R18 125.00 cash prize for a total of 8 weeks.
9.	Timing and manner of notification of winner(s) (clause 4.2)	Premier FMCG will notify the winner(s) within 5 (five) Business Days after each draw is conducted. Premier FMCG will notify the winner(s) telephonically or via email by using the contact details provided by the Participant in entering the Competition.
10.	Forfeiture of Prize(s) (clause 4.3)	If the winner cannot be successfully contacted or is not available within 24 (twenty four) hours after the notification period described in clause 4.2, or is unable, for any reason whatsoever, to accept the Prize or has not claimed their Prize within 10 (ten) Business Days of being notified in accordance with 4.2; the winner will be deemed to have forfeited the Prize and Premier FMCG may conduct a further draw to select a new winner.
11.	How to claim Prize(s) (clause 4.4)	To claim the Prize, the winner must provide Premier FMCG with their full names and ID number, their contact details, confirmation of their bank account details, a copy of their ID, a Premier FMCG provided finalist form and sign an acknowledgment of receipt of the Prize after payment of the Prize into the Participant's bank account.
12.	Collection/delivery of Prize(s) (clause 4.6)	Premier FMCG will pay the Prizes into the winner's bank account within 5 (five) Business Days after receiving confirmation of the winner's bank account details.
13.	Premier FMCG contact details (clause <b>Error! Reference source not found.</b> )	Customer Care Line: 0860 122 300 Customer Care Email: <a href="mailto:customercare@premierfmcg.com">customercare@premierfmcg.com</a>
14.	Premier FMCG's website (clause 8.1)	<a href="https://www.premierfmcg.com/">https://www.premierfmcg.com/</a>