

## OREO BACK TO SCHOOL PROMOTION TERMS & CONDITIONS

1. The promoter is Mondelez South Africa (Pty) Ltd ("the Promoter").
2. The promotional competition is open to all South African residents who 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 a prize.
4. This promotional competition is open from 23 December 2019 and ends at 12am (midnight) on 16 February 2020. Any entries received after the closing date will not be considered.
5. To enter, participants are required to:
  - 5.1 Purchase any combination of 4 of the participating products listed in Annexure "A" hereto from any participating Shoprite, Shoprite Mini, Shoprite Hyper, Checkers or Checkers Hyper branded stores nationwide; and
  - 5.2 Dial the USSD string \*120\*885\*COMPETITIONCODE# to enter. *See till slip for more details.*
  - 5.3 Standard USSD rates apply; 20 cents per 20 seconds.
6. Participants must keep their till slip as proof of purchase.
7. Participants must enter in their correct contact details. 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 unique code.
9. The prize is a share of R300, 000.00 (Three Hundred Thousand Rand) worth of cash, airtime and vouchers, split as follows:
  - 100 000 in R20.00 instant airtime vouchers;
  - 102 x R1000.00 cash rewards;
  - 30 x R1500.00 Toys R Us digital vouchers; and
  - 106 x R500.00 Edcon digital vouchers.
10. Any prize not taken up for any reason within two weeks of notification will be forfeited.
11. Expiry dates of vouchers can be found on the voucher itself.
12. Winners will be required to provide their full names, ID number and contact details and to sign an acknowledgment of receipt of a prize.

13. Winners, save for the winners of instant airtime, will be selected by means of a random draw and will be notified telephonically within 2 weeks after the selection has taken place where the winner will be required to verify their details. The Promoter (or their agent) will endeavor to contact a prize winner once every day for 5 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.
14. Cash prizes will be delivered to the respective cash prize winners via ABSA Cash Send, to the mobile number that the participant used to enter the promotional competition. A cash prize winner may not provide an alternative number to which the cash prize will be sent. If a cash prize winner is unable to redeem the cash prize for any reason on the number drawn, the cash prize will be forfeited, and the Promoter will move on to the next finalist.
15. The following process will be followed to redeem cash prizes:
  - 15.1 The winners will be notified via 2 SMSs, one confirming the fact that they have won, and one from ABSA within 48 hours. The first SMS will confirm the amount and an authorization PIN of 6 digits, the second SMS from ABSA will confirm the 10 digit withdrawal access number as well as the amount.
  - 15.2 Winners can go to any ABSA ATM, select the Cash Send option and follow the prompts. Both the authorization PIN and withdrawal access number are required to complete the transaction.
  - 15.3 Once the Promoter and ABSA have confirmed the dispatch of codes to the winning number and confirmed the redemption of the cash from the ABSA ATM, the winner will have no further claim against the Promoter or the agency regarding the prize. If the winner did not personally withdraw the money, the winner must open a case to investigate the matter further.
  - 15.4 ABSA cash send vouchers are valid for a period of 90 (ninety) days.
16. Winners of instant airtime will be notified during the entry session if they have won and again via a follow up SMS. Airtime prizes will only be loaded onto prepaid account holders. In most circumstances the airtime will load instantly, but, in the case of unavoidable network delivery delays it may take up to 5 (five) business days for the airtime to reflect.
17. Winners of the digital vouchers will be verified whereafter they will receive the digital voucher, which will be sent to them via their preferred method of communication (the method for redeeming the digital vouchers is recorded in Annexure "B" attached hereto).
18. A copy of these rules can be found on the following website: [www.termsconditions.co.za](http://www.termsconditions.co.za) throughout the period of the promotional competition. The onus rests on the participants to check the website for updates to the terms and conditions.
19. The Promoter reserves the right to announce the name of the winner publicly. By entering this competition, the prize winner consents to the publication of their name by the Promoter.
20. Failure to claim a prize within a period of 2 weeks from the date of the draw and/or a refusal or inability to comply with these terms and conditions 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.

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21. 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.
22. 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.
23. 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.
24. 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.
25. 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 instructions. Entries will only be accepted if they comply with all entry requirements.
26. Any attempt to use multiple e-mail or Facebook accounts or other methods to enter more than the stated limit may result in disqualification and all associated entries and 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.
27. The prizes are not transferable and cannot be exchanged for cash, save for the cash prize.
28. 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 6 Woodmead Estate, 1 Woodmead Drive, Woodmead, Sandton 2191. Att: Legal Department.
29. 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.
30. In the event that any prize is not available despite the Promoter's reasonable endeavors to procure such prize, the Promoter reserves the right to substitute with prizes of equal value.
31. 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.
32. The judges' decision is final and no correspondence will be entered into.
33. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.

**Participating Products:**

1. Oreo Original (152g);
2. Oreo Choco crème (152g);
3. Oreo Golden (152g);
4. Oreo Original (38g);
5. Oreo Choco Crème (38g);
6. Oreo Golden (38g);
7. Oreo Enrobed (34g);
8. TUC Original (100g);
9. TUC Cheese (100g);
10. TUC Sour Cream & Onion (100g);
11. Barni Chocolate (30g);
12. Barni Chocolate (150g);
13. Barni Milk (30g);
14. Barni Milk (150g).

### **Redemption of digital vouchers (Toys R Us and Edcon)**

#### **Toys"R"Us:**

The terms and conditions of redemption for a Toys"R"Us voucher –

- a) the redemption constitutes acceptance of the following terms and conditions.
- b) Voucher is to be treated as cash and is valid for a period of 36 (thirty six) months.
- c) The voucher is redeemable for merchandise at any Toys"R"Us store in South Africa.
- d) The voucher cannot be exchanged for cash and cannot be replaced if lost or stolen. No cash balance will be given as change.
- e) The recipient of the Toys"R"Us digital voucher will have to present the 19-digit Toys R Us virtual voucher as payment towards their purchases. Should the recipient not utilize the full value of the voucher, the credit will remain on a voucher for future use. The receipt will show the remaining balance of the voucher or to check the balance you can SMS the 19 digit voucher number to 41922 (SMS charged at R2.00).

#### **Edcon Physical and Electronic Gift Card Terms and Conditions:**

- a) The bearer of the gift card may use the gift card to purchase merchandise from any edgards, Jet and CNA store nationwide.
- b) The gift card is valid for a period of 3 (three) years from date of activation or upon full redemption thereof, whichever occurs first, irrespective of the date of activation.
- c) The gift card may not be:
  - i. Used for the payment of an Edcon account;
  - ii. Exchanged for cash; or
  - iii. Used to purchase airtime.
- d) No cash change will be given on purchases made with the gift card.
- e) For security reasons, the gift card should be kept in a safe place. If stolen, it may still be used to make unauthorized/fraudulent purchases.
- f) Lost or stolen gift cards will not be replaced or refunded. However, if you are in possession of the gift card number, you can call the Edcon gift card Centre on 0860 692 274 to report it lost or stolen. We will then block the remaining amount in the gift card and transfer it to another gift card, available when you next visit any Edcon store.
- g) Gift card balances can be checked in-store at till point or by calling the Edcon gift card Centre on 0860 692 274.

- h) An electronic gift card is an SMS version of the existing gift card and the following additional terms apply:
- i. If the full value of your electronic gift card is not used on your first purchase, the balance will be transferred to a physical gift card.
  - ii. The electronic gift card cannot be topped up or be SMS'd to someone else.
  - iii. Should the Electronic gift card be deleted or the Customer's cellphone lost/stolen, Edcon will not be liable for any reimbursement of any nature. The SMS can be re-sent, but only on the original number.
  - iv. The usage of electronic gift cards is solely at the risk and discretion of the customer.
  - v. Edcon will not be held responsible for any cellular network service operator's delay in forwarding an electronic gift card to you.
  - vi. The electronic gift card will only be acceptable if a valid electronic gift card number in SMS format is presented to the cashier.