

## **Terms and Conditions for the Sea Harvest & McCain “Friends in your Freezer” Competition**

The name of the Campaign is “Friends in your Freezer”.

The Competition commences 11 January 2021 and ends 15 March 2021 at 23:59:59.

### **1. Entrants**

1.1. Any person participating in this competition (“Competition”) does so on acceptance of these terms and conditions (“Terms and Conditions”).

1.2. McCain Foods SA (Pty) LTD, Sea Harvest and their subsidiaries are collectively referred to as the “Promoters” in respect of the Competition for purposes of these Terms and Conditions.

1.3. The Competition will run from 11 January 2021 – 15 March 2021, after which date the Competition will automatically lapse and no further Rewards will be awarded.

1.4. This Competition is open to all South African residents and persons of the age 18 years or older, except the employees and their immediate families of the Promoters, the Promoters’ advertising and Promoter agencies, associated companies, and outlet owners and staff.

1.5. It is the Participant's responsibility to provide a valid cellular number. Participants must enter from a cellular number that is registered in their own name and no other person can use another person's mobile for competition entry purposes. This is to avoid fraud and possible litigation between the phone owner and the participant.

1.6. You may only enter the Competition as an individual; any entries that, in the Promoter’s absolute discretion, have been made via participation in a syndicate will be disqualified.

## 2. Reward

2.1. 10 PlayStation 5 consoles valued at R11 999.99 (Eleven thousand nine hundred and ninety nine rand and ninety nine cents) each.

2.2. Participants stand a chance to win 1 of 10 PlayStation 5 consoles during the course of the Competition period.

## 3. Competition

3.1. In order to qualify, consumers must buy one of the following Sea Harvest products and one of the following McCain Frozen Vegetable or Potato Products;

Description	Pack Size	Barcode
McCain Mixed Veg	250g	6009650906094
McCain Country Crop	250g	6009650906087
McCain Stew Mix	250g	6009650905868
McCain Cut Beans	250g	6009650906032
McCain Diced Carrots	250g	6009650906025
McCain Peas	250g	6009650906018
McCain Corn	250g	6009650906001
McCain Hawaiian Stir Fry	250g	6009650906049
McCain French Stir Fry	250g	6009650906056
McCain Potato Cheese Shots	250g	8906000610688
McCain Veggie Burger	360g	8906000610251
McCain Mashed Butternut	400g	6009650909248
McCain Creamed Spinach	400g	6009650909231
McCain Savoury Rice	400g	6009650909255
McCain Aloo Tikki	400g	8906000610336
McCain Smiles	415g	8906000610077
McCain Chilli Garlic Potato Bites	420g	8906000610084
McCain Baby Carrots	500g	6009650908463
McCain Baby Peas	500g	6009650908470
McCain Diced Potato	500g	6009650908951
McCain Diced Beetroot	500g	6009650908944
McCain Stew Mix	600g	6009650905561
McCain Mixed Vegetables	600g	6009650905622
McCain Country Crop	600g	6009650908333
McCain Hawaiian Stir Fry	700g	6009650908340
McCain French Stir Fry	700g	6009650908357
McCain Mexican Stir Fry	700g	6009650908364
McCain Asian Stir Fry	700g	6009650908371
McCain Peas, Carrots & Corn	750g	6009650908562
McCain Butternut & Sweet Potato	750g	6009650908524
McCain Garden Spinach	750g	6009650905271

McCain Green Beans	750g	6009650908500
McCain Carrots Julienne	750g	6009650908579
McCain Broccoli Florets	750g	6009650908791
McCain Brussel Sprouts	750g	6009650908531
McCain Pumpkin Chunks	750g	6009650908494
McCain Sweet Potato	750g	6009650908517
McCain Cauliflower Florets	750g	6009650908487
McCain Garden Peas	750g	6009650908920
McCain Sweet Corn	750g	6009650908548
McCain Diced Carrots	750g	6009650908555
McCain Crispy Oven Chips Steakhouse Cut	750g	6009650906322
McCain Crispy Oven Chips Crinkle Cut	750g	6009650904939
McCain Crispy Oven Chips: Sea Salt & Pepper	750g	6009650906346
McCain Crispy Oven Chips: Texan BBQ	750g	6009650906353
McCain Wedges	750g	6009650904946
McCain Spicy Wedges	750g	6009650907336
McCain Sweet Potato Fries	750g	6009650906674
McCain Rosemary & Garlic Sweet Potato Fries	750g	6009650908753
McCain Fry Chips	900g	6009650908739
McCain Mixed Vegetables	1kg	6009650905134
McCain Garden Mix	1kg	6009650905158
McCain Country Crop	1kg	6009650905141
McCain Roast Veg - Classic	1kg	6009650905295
McCain Roast Veg - Mediterranean	1kg	6009650905301
McCain Skinny Fries	1kg	6009650905646
McCain Slap Chips	1kg	6009650905875
McCain Skinny Fries	1.5kg	6009650906421
McCain Slap Chips	1.5kg	6009650906438
Sea Harvest Baby Hake	800g	6001050209522
Sea Harvest Cape White Steak S/L	500g	6001050292784
Sea Harvest Chunky Hake Fill/Debo	500g	6001050120209
Sea Harvest Country Fry Traditional	400g	6001050299202
Sea Harvest Crisp & Chunky Lemon	500g	6001050802044
Sea Harvest Crisp & Chunky Garlic & Herb	500g	6001050209744
Sea Harvest Crisp & Chunky Classic	500g	6001050209737
Sea Harvest Fish Cakes Traditional	600g	6001050246985
Sea Harvest Fish Cakes Tradition	300g	6001050031307
Sea Harvest Fish Fingers	400g	6001050218012
Sea Harvest Fish Fingers	600g	6001050805397
Sea Harvest Fish Fingers	800g	6001050218005
Sea Harvest Fish Friday H/F In Bat	600g	6001050209768
Sea Harvest Haddock Crisp & Chunky	500g	6001050802068
Sea Harvest Haddock Fillets Wd/S	500g	6001050292753
Sea Harvest Haddock Steak Prime	500g	6001050255529
Sea Harvest Hake Bakes Classic	360g	6001050393313
Sea Harvest Hake Bakes Lemon & Herb	360g	6001050393320
Sea Harvest Hake Fillets	600g	6001050292760
Sea Harvest Hake Fillets Prime	800g	6001050064053
Sea Harvest Hake Medallions	450g	6001050120223

Sea Harvest Oven Crisp Garlic & Parsley	400g	6001050229940
Sea Harvest Oven Crisp Haddock	400g	6001050206644
Sea Harvest Oven Crisp Lightly Lemon	400g	6001050229957
Sea Harvest Oven Crisp Light Seas	400g	6001050229933
Sea Harvest Petit Haddock Fillets	400g	6001050120216
Sea Harvest Petit Hake Fillets	400g	6001050120230
Sea Harvest Traditional Batter Dip Hake	500g	6001050258773

3.2. Only one claim per purchase is allowed.

3.3. Please note that none of the Promoter's other products are eligible for this Competition, other than those qualifying products mentioned above. The qualifying products are subject to availability at time of purchase.

3.4. In order to qualify, the above participating products mentioned in 3.1. must have been purchased from the following retail outlets only;

- Spar
- Checkers
- Pick N Pay
- Makro

Till slips which are deemed to be from other retail outlets may be accepted but will not qualify for the end of campaign prize draws.

3.5. All valid entries during the campaign period will be included in the final draw.

## 4. The Entry Mechanism

4.1. In order to enter the Competition, consumers must purchase one product from the Sea Harvest range and one product from the McCain Frozen Vegetable or Potato Products mentioned in 3.1 during the Competition period.

4.3. Participants must then enter by WhatsApp or Friends In Your Freezer microsite to stand a chance to win 1 of 10 PlayStation 5 consoles. To enter via WhatsApp, send a clear picture of your till slip to 066 412 1584 and follow all of

the prompts until the session is complete. To enter via Friends In Your Freezer microsite, upload a clear picture of your till slip to [www.friendsinyourfreezer.co.za](http://www.friendsinyourfreezer.co.za) microsite and follow all of the prompts until the session is complete. Only sessions which have been completed will be deemed eligible for the end of campaign draws. All images must be of a unique receipt whereby two participating products are present and the date of purchase is clearly visible.

4.4. Winners of a PlayStation 5 console will be drawn within 7 working days of the campaign closing and will be contacted within 5 working days of the draws taking place.

4.5. Participants must retain till slips as proof of purchase in order to claim their prize. Upon receiving a phone call from the Promoter or appointed agent to announce that they are a winner, the entrant may also be required to provide their original unique till slip for their purchase as proof of purchase for the qualifying products. The till slip must correlate with the finalist's entries; i.e. the products used to enter the competition must reflect on the till slip provided. Should the winner not be able to provide a scan or photograph of the original unique slip to the campaign managing companies on request, they will be disqualified. The slip is not to be written on or tampered with in anyway.

4.6. Proof of purchase must clearly show purchase details (participating product(s), rand values, and date of purchase).

4.7. A Winner shall only be eligible for one prize notwithstanding how many times they have entered.

4.8. The Promoter is not liable for the failure of any technical element relating to this competition that may result in an entry not being successfully submitted.

4.9. Entries which are unclear, illegible or contain errors will be declared invalid.

4.10. Data charges may apply. The cost per message should be approx. R0.01

4.11. No entries by post or any other form will be accepted.

4.12. The consumer's entry will be withdrawn if any goods purchased in connection with the Competition are returned by the consumer before the competition entry data file is extracted for purposes of doing the draw.

4.13. One valid till slip will equate to one entry per qualifying draw, regardless of total purchases on the till slip i.e. one completed session = one entry into a draw should the participant qualify.

4.14. Only valid till slips from retail stores mentioned in 3.2. will qualify for the end of campaign draws.

## **5. Redemption**

5.1. Only till slips which are clear, have the date of purchase visible, and which have a participating product listed will be considered as valid and will be qualify to stand a chance to win a PlayStation 5 console.

5.2. Rewards cannot be exchanged for an alternative Reward, and no negotiations will be entered into.

5.3. The Promoters reserve the right to replace the offer with one of equal or greater value.

5.4. The Winners may be required to sign a waiver of liability and indemnity before claiming their prizes.

5.5. All Winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgement of receipt of the Prize.

5.6. All Winners must provide valid proof of identity (a green bar-coded ID book, passport or drivers licence).

5.7. Winners only have 7 working days (from the time they are contacted) to supply proof of purchase and other details. In the event that their details are not provided within this time frame, a new winner will be drawn.

5.8. NOTE: PARTICIPANTS MUST RETAIN THEIR TILL SLIP. No prize will be awarded unless the winner can produce his/her original till slip. Till slips that have been requested must be sent to the Promoter within 7 working days from the time requested. Should participants not comply with the deadline, the Participant will forfeit their prize and a new winner will be selected.

5.9. The Participants consent, by taking part in the competition to the Promoter using the personal information collected through the competition to adjudicate the competition.

5.10. Potential winners shall be notified by McCain (or a McCain partner) via telephone, and/or SMS. Participants must therefore ensure that the Promoters have their correct, updated details. If the winner cannot be contacted after sending three emails and/or three phone calls on three consecutive business days, the prize will be forfeited and a redraw will take place. Should this occur the winner shall have no claim against the Promoters.

5.11. McCain Foods and Sea Harvest accepts no responsibility or liability for the PlayStation 5 consoles not working and the winners will have no recourse against McCain Foods or Sea Harvest.

## **6. General terms**

Without detracting in any way from the Competition Rules, the following general provisions shall be applicable to these Rules.

6.1. The Promoters of this Competition will interpret the Rules in their sole discretion and reserve the right to amend the Rules at any time in accordance with the provisions contained in these Rules.

6.2. Consumers' details may be displayed on the website at [www.mccain.co.za](http://www.mccain.co.za).

6.3. The Promoters, their directors, members, partners, employees, agents, consultants, and any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with this

Competition and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter this Competition.

6.4. In the event of a dispute, the decision of the Promoters will be final and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoters shall be entitled to deal with such disputes (or any failure by entrants to follow the rules) in their sole discretion, including that the Promoters shall be entitled, in addition to any other rights which the Promoters may have in terms of these rules, to immediately disqualify entrants from this Competition.

6.5. By entering the Competition and/or accepting any Reward, the consumers, users and/or winners hereby indemnify, release and hold harmless the Promoters (including their subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors (the “Promoters parties”):

- From and against any actions, claims and/or liability for injury, loss, damage, expense, claim or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the Competition, and/or the use, acceptance or possession of a Reward, and/or participation (or non-participation) in a Reward-related activity.

6.6. Consumers who, in the Promoters’ sole determination, act unlawfully, fraudulently, in breach of these Rules or otherwise dishonestly may be disqualified from participating in the Competition and shall not be eligible to receive any Reward.

6.7. Additional to any other rights contained in the Competition rules, the Promoters reserve the right to terminate the Competition at any time with immediate effect. If this is the case, the Promoters will provide a notice on the website and it shall be the responsibility of entrants to review such website in this respect. In such event, all consumers hereby waive any rights which they may have against any of the organiser parties and acknowledge that they will have no recourse or claim of any nature against the organiser parties.

6.8. The Promoters are not liable for any technical failure that may result in an entry not being successfully submitted. Any Reward is accepted by a recipient at his/her own risk and the Promoters are not liable, at any time, for any defect in the Reward.

6.9. The duration of this Competition may also be extended or curtailed at the sole discretion of the Promoters. If this is the case, the Promoters will provide notice of this on the website.

6.10. The Promoter will not be held liable for any harm or consequential loss as a result of use of the Reward.



6.11. If the consumer/s fail/s to comply with any of these rules or the terms of acceptance of the Reward/s, or if the consumer/s unreasonably refuse/s to sign the entrant/s declaration and supply acceptance form, the consumer/s will be disqualified and will forfeit the Reward.

6.12. The right of admission into the Competition rests solely with the Promoters.

## **7. Exclusions and other important terms**

7.1. 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").

7.2. By entering the Programme in accordance with its terms, Participants acknowledge that the Programme will be managed in accordance with the provisions of the CPA. Qualifying participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to, providing such personal information as may be required in order to facilitate handing over the reward.

7.3. Any personal data relating to a Winner or any other entrants will be used solely in accordance with current Act (Protection of Personal Information Act, No 4 of 2013) and POPI and will not be disclosed to a third party without the entrant's prior consent.

7.3. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.

7.4. This contest is in no way sponsored, endorsed, administered by or associated with Facebook. You understand that you are providing your information to the Promoters and not to Facebook. The information you provide will be used for SMS communications for future Competitions should you opt in for future contact.