

# BOBTAIL VITARITE CROSSWORD PUZZLE COMPETITION

## ("Competition")

### TERMS AND CONDITIONS

The promoter is RCL Foods Consumer (Pty) Ltd and VMLY&R (Pty) Ltd, which is contracted to promote this Competition (collectively "the Promoter").

Any persons entering or participating in this Competition ("Participant") accept and agree that by entering this Competition they have had an opportunity to read and consider these Terms and Conditions and that they are bound by these Terms and Conditions.

#### 1. What is the Prize

- 1.1. 4 Participants each stand a chance of winning a R800 (eight hundred rand) Takealot voucher ("Prize").
- 1.2. The Prize is not transferrable and may not be exchanged for any other items. The Promoter reserves the right to substitute the Prize/s with any other prize of comparable commercial value.

#### 2. Who can participate?

- 2.1. Any legal resident of South Africa who is 18 (eighteen) years or older may participate in this Competition.
- 2.2. No director, member, partner, employee or agent of, or consultant to the Promoter, any person who directly or indirectly controls or is controlled by the Promoter or any supplier of goods or services in connection with the Promotion may enter this Competition.

#### 3. How to Participate

- 3.1. To enter this Competition, Participants must:
  - 3.1.1. visit the Bobtail Facebook page at <http://www.facebook.com/BobtailZA>; or
  - 3.1.2. visit the Bobtail Instagram page at <https://www.instagram.com/bobtailza/>, and
  - 3.1.3. find the competition post on either Facebook or Instagram on the 26<sup>th</sup> of September 2022 and comment thereon with 4 of the VitaRite® benefits hidden in the puzzle.
- 3.2. Participants may enter only once.
- 3.3. Entries which are unclear, illegible or contain errors will be declared invalid.
- 3.4. **The Promoter shall not be responsible for any lost, damaged or delayed entries for any reason whatsoever, and proof of sending will not be accepted as proof of receipt by the Promoter. The Promoter is not liable for any technical failures affecting the participation and/or Prize redemption process of the Competition.**
- 3.5. In the event that entry into this Competition is contingent on the Participant entering any website or social media page or application, the Participant hereby acknowledges that any and all costs associated with the required internet connection will not constitute a cost of entering into this Competition and shall be borne solely by the Participant.

#### 4. Personal Information

- 4.1. By entering this Competition, the Participant consents to the collection, use, storage, disclosure, processing and further processing of his/her personal information (the Participant's name, ID number, cellphone number, address, personal preferences, and other personal information the Participant provides when entering and participating in this Competition) by the Promoter.
- 4.2. The purposes for processing personal information is to: (i) conduct this Competition; (ii) facilitate the Participant's participation in the Competition; (iii) communicate with the Participant and send direct marketing communication on Bobtail and similar products via SMS or email and (v) for market and product research.
- 4.3. Should the Participant object to the processing of his/her personal information and/or receipt of direct marketing, the Participant should send an email [Mmone.ramphore@vmlyr.com](mailto:Mmone.ramphore@vmlyr.com).
- 4.4. By posting any content, images, or comments on any of the Promoter's public and/or social media platform, a Participant consents to and gives the Promoter a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the Promoter's products and/or services.

#### 5. Indemnity

- 5.1. **By entering the Competition, the Participant unconditionally and irrevocably indemnifies and holds harmless the Promoter, as well as its holding company, its subsidiaries and any subsidiaries of its holding company, and their successors and assigns, directors, employees, agents or consultants against all and any losses, claims, proceeding, actions, damages, (direct, consequential or otherwise) liability, demands, expenses, legal costs (on an attorney and own client basis) howsoever arising out of, based upon, or in connection with (directly or indirectly) the Participant's participation in the Competition and the Prize/s.**

#### 6. Duration

- 6.1. This Competition runs from 26<sup>th</sup> September 2022 and closes at 11:59pm on 30<sup>th</sup> of September 2022 ("Closing Date"). Any entries received after the Closing Date will not be considered.
- 6.2. The Promoter reserves the right to reasonably extend, shorten, suspend the time period of the Competition or terminate the Competition for technical, commercial, and/or operational reasons, or for reasons beyond its control. **The Competition, Prize and Terms and Conditions may be reasonably amended by the Promoter, at any time during the Competition. In such event, all Participants waive any rights that they may have/purport to have in terms of this Competition and acknowledge that they shall have no recourse against the Promoter whatsoever.**

#### 7. Results

- 7.1. The winners will be selected by judge's determination.
- 7.2. The judges' decision, if applicable under clause 7.1 above, will be final and binding and no correspondence will be entered into.
  - 7.2.1. The criteria for the winning entry will be based on the first two correct answers received during the Competition in the comments section on both the Facebook and Instagram pages.
- 7.3. The Participants selected as the recipients of the Prizes will be notified via Facebook or Instagram direct Messenger within 3 (three) days of the date on which the winners are

determined. In the event that any winner cannot be successfully contacted, or fails to respond to the Promoter with their contact details within this time, the Promoter reserves the right to select another winner in substitution. The name of the prize winner will also be published on the Promoter's Instagram and Facebook pages.

- 7.4. Fulfilment of the Prize will be done after the winner has confirmed their details and the details for redemption of the voucher will be shared with the winners via email.
- 7.5. The Promoter may require the winner/s to:
  - 7.5.1. to provide their name, identity number, and to enable to Promoter to verify the entry;
  - 7.5.2. to sign an acknowledgment of receipt of the Prize, and indemnity;
  - 7.5.3. where the entry includes the submission of any work eligible for copyright in terms of the Copyright Act No. 98 of 1978, conclude an agreement of assignment whereby any rights which the winner may have in respect of such works are transferred to the Promoter.
- 7.6. Should the winner/s refuse to comply with this rule for any reason then the winner shall be deemed to have rejected the Prize, and it shall revert to the Promoter.
- 7.7. Any winner may be requested to attend the draw and announcement of the winner, to take part in the Promoter's publicity campaigns or to allow their names and likenesses to be used by the Promoter for promotional purposes. Winners are, however, entitled to decline such request.
- 7.8. Where a winner consents 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. Disputes**

- 8.1. Should any dispute arise in relation to these Terms and Conditions, the Promoter's decision will be final, and no correspondence shall be entered into.
- 8.2. For more information or a copy of these Terms and Conditions, please visit <https://www.facebook.com/BobtailZA> or <https://www.instagram.com/bobtailza/>. Any Competition related queries may be directed to Taryn Curtis ([mmone.ramphore@vmlyr.com](mailto:mmone.ramphore@vmlyr.com)) from Monday to Friday, 8:30am to 5:00pm.