# **Dish Out Creamy and Delicious Competition 2024**

("Competition").

## **TERMS AND CONDITIONS**

The promoter is RCL Group Services Proprietary ("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. A Participant stands a chance of winning 1 (one) of 16 (sixteen) grocery vouchers to the value of R2,500.00 (two thousand five hundred rand) each ("Prize").
- 1.2. The voucher can be used at any Shoprite, Checkers, Usave and Checkers Hyper and is valid for a 3 (three) year period from the date of issue.
- 1.3. The Prize is not transferrable and may not be exchanged for cash or 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 person in South Africa who is 18 years or older may participate in the 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, or the spouses, life partners, business partners or immediate family members may enter this Competition.

## 3. How to Participate

3.1. To enter this Competition, Participants must:

## 3.1.1.On Facebook:

- 3.1.1.1 visit the Nola Mayonnaise Facebook page at https://www.facebook.com/ NolaMayonnaise/;
- 3.1.1.2. follow the Nola Mayonnaise Facebook page;
- 3.1.1.3. watch out for the Competition post;
- 3.1.1.4. like the Competition post;
- 3.1.1.5. in the comment section of the Competition post, comment with a picture of your favourite dish made with a Nola Mayonnaise variant, using the hashtags #CreamyAndDelicious and #DishOutDelicious #CreateAStir; and

# 3.1.2.On Instagram:

3.1.2.1. visit the Nola Mayonnaise Instagram page at: https://www.instagram.com/nolamayonnaise/?hl=en;

- 3.1.2.2. follow the Nola Mayonnaise Instagram page;
- 3.1.2.3. watch out for the Competition post;
- 3.1.2.4. like the Competition post;
- 3.1.2.5. create a story showing an image of your favourite dish made with any Nola Mayonnaise variant, using the hashtags #CreamyAndDelicious and #DishOutDelicious #CreateAStir;
- 3.1.2.6. tag the Nola Mayonnaise Instagram page; and
- 3.1.2.7. ensure that your Instagram account is set to public.
- 3.2. Entries which are unclear, illegible or contain errors, or those that are posted from an Instagram profile which is not set to public will be declared invalid.
- 3.3. Multiple entries are permitted across both Instagram and Facebook platforms, however, Participants are only eligible to win once for the duration of the Competition. Each entry must contain a different video or photo showcasing the participants favourite dish made with any Nola mayonnaise variant. Duplicate entries will count as one entry.
- 3.4. No applications from agents, third parties, organised groups or applications automatically generated by a computer will be accepted.
- 3.5. Participant's entries may be restricted if it is believed that their entries are excessive and any future entries and the entrant's profile may be blocked until investigated.
- 3.6. The Promoter in its sole discretion is entitled to disqualify any winner, who is reasonably suspected of fraud or cheating, including without limitation, through the manipulation or falsifying of data.
- 3.7. 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 this Competition.
- 3.8. 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 Nola and similar products via social media; and (iv) 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 to khanyi@tdmc.co.za
- 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

By entering this 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 9 April 2024 and closes at 23:59pm on 29 April 2024 ("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 this Competition or terminate the Competition for technical, commercial, and/or operational reasons, or for reasons beyond its control. This 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 provisional winners will be selected by a random draw within 5 (five) working days of the Closing Date.
- 7.2. The Participants selected as the provisional winner(s) of the Prize(s) will be notified via Facebook and/or Instagram Direct Message within 5 (five) working days of the date on which the provisional winner(s) is determined. In the event that the provisional winner(s) cannot be successfully contacted or fails to respond to the Promoter within this time, the Promoter reserves the right to select another Participant in substitution. The names of the Prize winners will also be published on the Promoter's Instagram and Facebook pages.
- 7.3. A Prize will be considered to be issued by the Promotor to a winner once the voucher has been sent via SMS.
- 7.4. The Promotor will require the provisional winners and/or winner/s to:
  - 7.4.1. provide their name, cell phone number and identity number, to enable to Promotor to verify the entry;
  - 7.4.2. sign an acknowledgment of receipt of the Prize and indemnity; and
  - 7.4.3. where the entry includes the submission of any work eligible for copyright in terms of the Copyright Act No. 98 of 1978, as amended conclude an agreement of assignment whereby any rights which the winner may have in respect of such works are transferred to the Promoter.
- 7.5. Should the provisional winner(s) refuse to comply with this rule for any reason then the provisional winner(s) shall be deemed to have rejected the Prize, and it shall revert to the Promoter.
- 7.6. Failure to claim the Prize or a refusal or inability to supply any documentation required by the Promoter in order to verify the Participant's details or comply with any of the

Competition requirements within 5 (five) working days will disqualify the provisional winner and a new provisional winner may be drawn in terms of these rules.

- 7.7. The Promoter reserves the right to announce the name of the winner publicly. 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 photo and likenesses to be used by the Promoter for promotional purposes. The winner is, 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. General

- 8.1. The Promoter reserves the right to delete any information uploaded by a participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment.
- 8.2. Participants warrant that they have full rights to the images and stories that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.

# 9. Disputes

- 9.1. 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.
- 9.2. For more information or a copy of these Terms and Conditions, please visit https://rclfoods.com/brand/nola/ Any Competition related queries may be directed to khanyi@tdmc.co.za from Monday to Friday, 8:30am to 4:00pm.