

**TERMS AND CONDITIONS: RCL FOODS
NUMBER 1 & MNANDI MAGEU AIRTIME PROMOTION 2021**

The Terms and Conditions set out below apply to all participants submitting entries for the RCL Foods Number 1 & Mnandi Mageu Airtime Promotion 2021 ("**the Promotion**"). Please refer to this pages for the current Terms and Conditions for this Promotion: Mnandi (rclfoods.com/mnandi-airtime) and Number 1(rclfoods.com/number1-airtime)

Please read these terms and conditions carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate.

1. THE PROMOTION:

RCL FOODS NUMBER 1 & MNANDI MAGEU AIRTIME PROMOTION 2021

Promotion conducted by RCL FOODS (Pty) Ltd ("the Promoter").

2. PROMOTION PERIOD:

- 2.1 The Promotion will run nationally from the 1 January 2021 – 31 March 2021 ("**the Promotional Period**"). No entries received after midnight on the 31 March 2021 will be accepted.
- 2.2 The Promotion Period may be extended or curtailed at the discretion of the Promoter.
- 2.3 The Promotion is valid while stocks last. The qualifying products are subject to stock availability at the time of purchase and will vary by store.
- 2.4 The Promotion will run nationwide and products included are Mnandi (KZN) and Number 1 (National).

3. WHO MAY ENTER:

- 3.1. All Participants in the NUMBER 1 & MNANDI MAGEU AIRTIME PROMOTION 2021 Promotion ("**Participants**") must, at the time of entering the Promotion:
 - 3.1.1. be a natural person and be at least 18 (eighteen) years of age;
 - 3.1.2. be a citizen and/or legal resident of the Republic of South Africa
 - 3.1.3. be in possession of a valid South African Identity Document, resident/work permit and/or Driver's License; and

- 3.1.4. be residing in South Africa for the duration of the Promotion Period and for the period during which the prize draws and the delivery or collection of the prize/s takes place.
- 3.2. Participation in the Promotion excludes directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoter, or any third parties involved in the execution of the Promotion, either directly or indirectly (including but not limited to their agencies, organisers and participating stores of the Promotion) as well as the members of the immediate family (being spouses, life partners, parents, children, brothers, sisters, fathers and/or mothers) business partner or associate of any of the aforesaid persons.

4. HOW TO QUALIFY FOR THE PROMOTION:

- 4.1. To qualify for the Promotion, each Participant must purchase a participating Mageu 1L or Mnandi 1L product as listed below, peel sticker to reveal unique code and enter unique number found on the reverse side of sticker
- Mnandi Carton PINEAPPLE 1LT
 - NO1 Mageu Carton BANANA 1LT
 - NO1 Mageu Carton CREAM 1LT

Hereinafter referred to as "**Participating products**".

- 4.2. Please note that no other Promoter products are eligible for this Promotion, other than the product mentioned. The participating product is subject to availability at time of purchase.
- 4.3. To stand a chance of winning a prize listed in clause 6, participants must purchase a participating Mageu 1L or Mnandi 1L product and follow the instructions below:
- 4.3.1. Dial USSD number ***120*439679** from a registered prepaid cell phone number that has been RICA'd and registered in the name of the participant.
- 4.3.2. Follow the text prompts to complete their entry. Hereinafter referred to as an "**entry**".

- 4.4. USSD entries costs 20c per 20 seconds. Free minutes do not apply. Incomplete entries may be billed by the participant's service provider.
- 4.5. The Promoter shall not be responsible for telecommunication failure on the part of the participant's service provider.
- 4.6. Due to network restrictions, the USSD session will time out after 120 seconds. If a participant successfully enters the bar code before the session times out, their entry will be considered valid.
- 4.7. Participants must enter from a mobile number that is RICA'd and registered in their own name and owned by themselves. No other person can use another person's mobile for purposes of an entry. This is to avoid fraud and possible litigation between the phone owner and the entrant. Any participant that uses a phone other than their own for the purposes of entry may be disqualified and requested to refund the prizes to Promoter, at the sole discretion of the Promoter.
- 4.8. Participants must enter a 13-digit ID number. No person can use another person's ID number for purposes of an entry. This is to avoid fraud. Any person that uses an ID number other than their own for the purposes of entry may be disqualified and will not be awarded a prize, at the sole discretion of the Promoter.

5. CAN I QUALIFY MORE THAN ONCE FOR THE PROMOTION:

- 5.1. Multiple entries will be permitted, subject to each entry being submitted separately and in accordance with entry requirements.
- 5.2. Further, a participant shall not be eligible to win a prize if they have won a prize in an RCL FOODS- Mageu promotion within the 6 months immediately preceding the end of the Promotion Period.

6. PRIZES:

- 6.1. The Promotion will afford participants to win their share of R1 million in airtime – denominations as follows:
 - 6.1.1. 45 000 x R10 airtime ('instant airtime prize')
 - 6.1.2. 17 500 x R20 airtime ('instant airtime prize')
 - 6.1.3. 2 000 x R50 airtime ('instant airtime prize')
 - 6.1.4. 1 000 x R100 airtime ('instant airtime prize')

Hereinafter collectively referred to as "**prizes**".

- 6.2. Prizes are not transferrable or exchangeable and may be forfeited or be the subject of a separate draw or be allocated to another winner at the Promoters' discretion.
- 6.3. All prize finalists will be subject to a verification process. Winners will be confirmed only once the verification process has been completed.

7. AWARDING OF PRIZES:

- 7.1. All prize winners will be determined by random automatic selection draw daily within the Promotion Period.
- 7.2. Participants will be notified within the entry session if they have won an Airtime Prize and via a follow up SMS message. Airtime Prizes will only be loaded onto prepaid account holders.
- 7.3. In most circumstances the Airtime Prizes will load instantly, but in the case of unavoidable network delivery delays it may take up to 5 (five) business days for the Airtime Prize to reflect.
- 7.2. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and may refuse to award the prize to a participant if there is suspicion of any irregularities or fraudulent activities.

- 7.3 The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promotion as determined by Promoter in its sole discretion.
- 7.4 The Promoter reserves the right to withdraw the prize and/or disqualify any participant/winner that may bring the Promoter brands into disrepute.
- 7.5 Any dispute with number ownership (such as more than one individual claiming to be the owner of the same mobile/ contact number – verbally or otherwise) will result in immediate disqualification of both the number and the individuals and no negotiations will be entered into.

8 INDEMNITY

- 8.2 To the extent permitted by the Consumer Protection Act and any other applicable law:
- 8.2.1 The participant and/or winner(s) hereby indemnifies the Promoter, its associated companies (directors, officers and/or employees) and/or agents against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Promotion.
- 8.2.2 The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).
- 8.2.3 The Promoter reserves the right, at any time, to verify the validity of participants (including but not limited to a participant's identity, age, place of residence) and to reject any participant who has not complied with these Terms and Conditions. Errors and omission may be accepted at the Promoter's discretion. Failure by the

Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

- 8.2.4 Neither the Promoter nor its agents or distributors will have any liability in relation to this Promotion.
- 8.2.5 By participating in this Promotion, participants agree to allow marketing material to be sent to them from the Promoter during and after the Promotion Period. However, participants will have the option to decline/Opt Out with every SMS received.
- 8.2.6 The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promotion as determined by Promoter in its sole discretion.

9 CONFIDENTIALITY

- 9.2 Participants of this promotion are voluntarily providing their personal information to the Promoter, its associated agencies and the third-party service providers running the Promotion in conjunction with the Promoter.
- 9.3 By entering this Promotion, participants authorise the Promoter to collect, store and use (not share) personal information of participants for communication or statistical purposes. Participants are entitled to decline any marketing communication and inform the Promoter in writing should the participant wish to be removed from all communication.
- 9.4 By entering this Promotion, the participant consents that the Promoter may use names and images taken of the winners/participants for publicity purposes, without any further remuneration being payable to the winner. All promotional material will become the sole property of the Promoter. However, the participant/winner has the right to decline participating in any promotional activity or to object to these images being used by written notification to the Promoter, Attention: Legal Department. The written

notification is to reach the Promoter by no later than the last stipulated draw date.

10 GENERAL

- 10.2 The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotion and any prizes, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonable deems necessary.
- 10.3 The onus rests on the participants to check the website for updates to the Terms and Conditions.
- 10.4 No liability shall lie on the Promoter in favour of any participant, winner(s) and/or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Promoter and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Promoter.
- 10.5 The Promoters decision is final, and no correspondence will be entered into. This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook.
- 10.6 In part or all of any clause of these Terms and Conditions is illegal, invalid or enforceable:
- 10.6.1 It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
- 10.6.2 It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- 10.7 All terms and conditions are subject to the laws of Republic of South Africa and should a doubt or dispute occur, it will be taken before the courts of Republic of South Africa.

- 10.8 This Promotion is not applicable in conjunction with any other offers/promotions offered by the Promoter.
- 10.9 Should any dispute arise in relation to these Terms and Conditions, the Promoter's decision be final and no correspondence shall be entered into.
- 10.10 For more information or a copy of these Terms and Conditions, please visit [Mnandi \(rclfoods.com/mnandi-airtime\)](http://rclfoods.com/mnandi-airtime) and [Number 1\(rclfoods.com/number1-airtime\)](http://rclfoods.com/number1-airtime). Any Competition related queries may be directed to Nerina Singh on nerina.singh@rclfoods.com from Monday to Friday, 8:30am to 5:00pm.