

NOLA MAYONNAISE PERFORATED SLEEVE UPCYCLING COMPETITION

("Competition")

TERMS AND CONDITIONS

The promoter is RCL Group Services Proprietary Limited and The Digital Media Collective Proprietary Limited, 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. A Participant stands a chance of winning 1 (one) of 4 (four) R2500 (two thousand five hundred rand) grocery voucher ("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 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:

1. Visit the Nola Mayonnaise Facebook page at <https://www.facebook.com/NolaMayonnaise/> and find the relevant competition post;
2. Buy a jar of Nola Ultra Creamy Mayonnaise with a perforated sleeve and use their creativity to upcycle the jar;
3. Post a video or a photo of their creative upcycling on Facebook, using the hashtags #NolaUpcycleChallenge #CreateAStir; and
4. Tag the Nola Mayonnaise Facebook page.

3.1.2. On Instagram:

- 3.1.2.1. Visit the Nola Mayonnaise Instagram page at: <https://www.instagram.com/nolamayonnaise/?hl=en> and find the relevant competition post;

- 3.1.2.2. Buy a jar of Nola Ultra Creamy Mayonnaise with a perforated sleeve and use their creativity to upcycle the jar;
 - 3.1.2.3. Post a video or a photo of their creative upcycling on Instagram, using the hashtags #NolaUpcycleChallenge #CreateASTir;
 - 3.1.2.4. Tag the Nola Mayonnaise Instagram page; and
 - 3.1.2.5. Instagram account profiles must be public to enter this Competition .
- 3.2. Entries which are unclear, posted from an Instagram profile which is not public, illegible or contain errors will be declared invalid.
- 3.3. Multiple entries are allowed 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 upcycling of a jar of Nola Ultra Creamy Mayonnaise with a perforated sleeve. Duplicate entries will count as one entry.
- 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 Nola and similar products via SMS, email or social media; 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 to khanyi@tdmc.co.za
- 4.4. By posting any content, images, comments or video 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 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 6 September 2023 and closes at 23h59 on 2 October 2023 ("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 provisional winner(s) will be selected by judge's determination, within 5 (five) working days of the Closing Date.
- 7.2. The judge's determination will be based on the greatest use of creativity in upcycling the Nola Ultra Creamy jar with a perforated sleeve.
- 7.3. The judges' decision, if applicable under clause 7.1 above, will be final and binding and no correspondence will be entered into.
- 7.4. The Participants selected as the provisional winner(s) of the Prize(s) will be notified via Facebook and/or Instagram Direct Message within 7 (seven) working days of the date on which the provisional winner(s) is determined. In the event that the provision winner(s) cannot be successfully contacted or fails to respond to the Promoter's direct message 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.
- 7.5. The Promoter will require the provisional winners and/or winner/s to:
- 7.5.1. provide their name, contact number and address to enable the Promoter to verify the entry and deliver their Prize;
 - 7.5.2. 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 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 back 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. 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. 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://rclfoods.com/brand/nola/> Any Competition related queries may be directed to khanyi@tdmc.co.za from Monday to Friday, 8:30am to 5:00pm.