

NOLA MAYONNAISE - NOLA RECIPE SHOWDOWN COMPETITION

(14 APRIL 2021 to 18 MAY 2021)

(This "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. 1 (one) Participant stands a chance of winning a Grocery Voucher to the value of R1000 (One Thousand Rand) and will have their winning recipe included into the Nola Cookbook ("Prize").
- 1.2. 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 legal resident of South Africa who is 18 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 Nola Mayonnaise Facebook page at: <https://www.facebook.com/NolaMayonnaise>. A single Facebook competition post will be posted on the Nola Mayonnaise Facebook page. The post will ask for recipe submissions for the Nola Cookbook.
 - 3.1.2. Tag Nola using the hashtag #NolaRecipeShowdown and post their recipe submission in the comments on the Facebook competition post ("Recipe Submission"). Recipe Submissions must fulfil the following to be considered as an entry:
 - 3.1.2.1. Clear photo showing visible use of Nola Original Mayonnaise;
 - 3.1.2.2. High appetite appeal;
 - 3.1.2.3. Creative;
 - 3.1.2.4. Personal and unique;
 - 3.1.2.5. Visible use of Nola Original Mayonnaise; and
 - 3.1.2.6. Recipe Method and Ingredients.
- 3.2. Participants may submit their Recipe Submissions until midnight on Tuesday, 18 May 2021.

- 3.3. Multiple Recipe Submissions are permitted.
- 3.4. Entries which are unclear, illegible or contain errors will be declared invalid.
- 3.5. 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.
- 3.6. 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 and VMLY&R, which sends the Promoter's communications.
- 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 Mayonnaise and similar products via SMS, email and Facebook 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 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 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 14 April 2021 and closes at midnight on 18 May 2021 ("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. 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. Selection of the Nola Recipe Showdown finalists:
 - 7.1.1. 5 (five) finalists will be selected by judge's determination from the Recipe Submissions on the Facebook competition post to participate in the Nola Recipe Showdown.
 - 7.1.2. The 5 (five) finalists will be selected within 1 (one) day of the Closing Date.
 - 7.1.3. The judges' decision will be final, and binding and no correspondence will be entered into.
- 7.2. Voting to select the winner ("Recipe Winner") ("Nola Recipe Showdown"):
 - 7.2.1. A Nola Recipe Showdown voting post displaying the Recipe Submissions from each of the chosen Nola Recipe Showdown finalists will be shared on the Nola Mayonnaise Facebook page for voting by the members of the Nola Mayonnaise Facebook page ("Nola Audience"). The Nola Audience will be required to vote on which Nola Recipe Showdown Recipe Submission they prefer, using the voting mechanism outlined in the Nola Recipe Showdown voting post.
 - 7.2.2. The Nola Audience may submit their votes until midnight on Tuesday, 18 May 2021.
 - 7.2.3. The Recipe Winner will be selected on the basis of the most votes by the Nola Audience on the Nola Recipe Showdown voting post.
- 7.3. The Participant selected as the recipient of the Prize will be notified via email or telephone within three days of the date on which the Recipe Winner is determined. In the event that any finalist cannot be successfully contacted, or fails to respond to the Promoter within a period of two days from the date of notification following all reasonable attempts to do so using the contact details provided by the Participant, the Promoter reserves the right to select another name in substitution. The name of the Recipe Winner will also be published on the Promoter's Instagram and Facebook pages.
- 7.4. The Promoter may require the Recipe Winner to:
 - 7.4.1. to provide their name, identity number, and to enable to Promoter to verify the entry;
 - 7.4.2. to 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 Recipe Winner may have in respect of such works are transferred to the Promoter.
- 7.5. Should the Recipe Winner refuse to comply with this rule for any reason then the Recipe Winner shall be deemed to have rejected the Prize, and it shall revert back to the Promoter.
- 7.6. Any Recipe Winner may be requested to participate in the announcement of the Recipe 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 Recipe Winner is, however, entitled to decline such request.

- 7.7. Where a Recipe 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 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/NolaMayonnaise/>. Any Competition related queries may be directed to Mmone.Ramphore@vmlyr.com from Monday to Friday, 8:30am to 5:00pm.