

# NOLA MAYONNAISE SPAR WATER ON WHEELS COMPETITION

## (the "Competition")

### TERMS AND CONDITIONS

The promoter is RCL Group Services Proprietary Limited ("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 the chance of winning 1 (one) of 100 water on wheels JoJo tank ("Prize"). The value of each water on wheels JoJo tank is R1,000.00 (one thousand rand).
- 1.2. The Prize is not transferrable and may not be exchanged for cash or any other items. The Promoter reserves the right 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 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 may enter this Competition.

#### 3. How to Participate

- 3.1. To enter this Competition, Participants must:
  - 3.1.1. purchase any NOLA Mayonnaise pack from any participating SPAR store in Kwa-Zulu Natal, Port Elizabeth and Limpopo;
  - 3.1.2. send their name and the last 4 digits of the barcode found on the back of the NOLA Mayonnaise pack to the USSD number \*120\*288\*88#; and
  - 3.1.3. retain the till slip as proof of purchase.
- 3.2. Standard USSD Rates of 20c (twenty cents) per 20 (twenty) seconds shall apply.
- 3.3. Entries which are unclear, illegible or contain errors will be declared invalid.
- 3.4. Multiple entries are permitted as long as each entry is has a unique barcode.
- 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.
- 4.2. The purposes for processing personal information is to: (i) conduct this Competition; (ii) facilitate the Participant's participation in this Competition; (iii) communicate with the Participant and send direct marketing communication on NOLA Mayonnaise and similar products via SMS and email 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 Bilkish.Azeez@rclfoods.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 this Competition and the Prize/s.**

#### **6. Duration**

- 6.1. This Competition runs from 11 October 2021 and closes at 23h59 on 31 December 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 this 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 this 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 a random draw within 1 (one) month of the Closing Date.
- 7.2. The Participant selected as the recipient of the Prize will be notified via email or telephone within 3 (three) days of the date on which the winner is determined. Each winner will be required to verify their details and provide their till slip as proof of purchase of the NOLA Mayonnaise pack

- 7.3. 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 Participant in substitution. The names of the winners will also be published on the RCL FOODS website [www.rclfoods.com](http://www.rclfoods.com).
- 7.4. The Promoter may require the winner/s to:
- 7.4.1. provide their name, identity number, and to enable to Promoter 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 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 back to the Promoter
- 7.6. 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.
- 7.7. 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 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 Bilkish Azeez at [Bilkish.Azeez@rclfoods.com](mailto:Bilkish.Azeez@rclfoods.com) from Monday to Friday, 8:30am to 5:00pm.