

# YUM YUM A MOMENT OF YUM YUM TIK TOK COMPETITION

## (This "Competition")

### TERMS AND CONDITIONS

The promoters are RCL Foods Consumer Proprietary Limited and VMLY&R Proprietary Limited, which are 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 a R6,000.00 (Six Thousand Rand) cash voucher ("Prize").
- 1.2. There will be 3 (three) Prizes in total selected in the month of November.
- 1.3. The Prize is not transferrable and may not be exchanged for any other items.

#### 2. Who can participate?

- 2.1. Any person who is a 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. upload a video on the Tik Tok app using the audio "Go Bold" by Sunny D demonstrating how much the Participant loves Yum Yum Peanut Butter by showing how the Participant was lost in the moment while tasting Yum Yum Peanut Butter and use the campaign hashtag #AMomentofYumYum. The Participant must tag the Yum Yum Tik Tok account: @yumyum\_za when posting the video.
- 3.2. Multiple entries are permitted.
- 3.3. Entries which are unclear, illegible or contain errors will be declared invalid.
- 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 Yum Yum Peanut Butter and similar products via 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 [mmone.ramphore@vmljr.com](mailto:mmone.ramphore@vmljr.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**

**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 05 October 2021 and closes at 23h59 on 05 November 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 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 Winners will be selected by judge's determination.
- 7.2. The judges' decision will be final and binding and no correspondence will be entered into.
- 7.3. Every 2<sup>nd</sup> (second) week during the competition, 3 (three) semi-finalists will be selected from the competition posts and a winner will be selected from the semi-finalists.
- 7.4. The criteria for the winning entry will be based on:

- 7.4.1. the best and most creative post; and
- 7.4.2. correctly following all the entry rules as per paragraph 3.1.
- 7.5. The Participants selected as the recipients of the Prizes will be notified via Tik Tok direct message for confirmation of their details within 3 (three) days of the date on which the winners are determined. In the event that any winner cannot be successfully contacted, or fails to respond to the Promoter with their contact details within a period of 2 (two) days from the date of notification following all reasonable attempts to do so, the Promoter reserves the right to select another winner in substitution. The name of the prize winner will also be published on the Promoter's Tik Tok page.
- 7.6. Fulfilment of the prize will be done after the winner has confirmed their details and the details for redemption of the voucher will be shared with the winners via email.
- 7.7. The Promoter may require the winner/s to:
  - 7.7.1. provide their name, identity number, and to enable to Promoter to verify the entry;
  - 7.7.2. sign an acknowledgment of receipt of the Prize, and indemnity;
  - 7.7.3. 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.
- 7.8. 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.
- 7.9. Any winner may be requested 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. Winners are, however, entitled to decline such request.
- 7.10. 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://www.tiktok.com/@yumyum\\_zs](https://www.tiktok.com/@yumyum_zs). Any Competition related queries may be directed to Mmone Ramphore ([mmone.ramphore@vmlyr.com](mailto:mmone.ramphore@vmlyr.com)) from Monday to Friday, 8:30am to 5:00pm.