

## **NUMBER 1 BOOST: UNLOCK YOUR POTENTIAL Social Media Campaign**

**(“Competition”).**

### **TERMS AND CONDITIONS**

The promoter is Number 1 Mageu and TDMC, Connect, and Vision Activate Experiential and Events (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 A Participant stands a chance of winning a Takealot Voucher to the value of R5,000.00 (five thousand rand) which can be redeemed at Takealot.com and is valid for 3 (three) years from the date of issue (“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/s with any other prize of comparable commercial value.

#### **2. Who can participate**

- 2.1 Any person who is a legal resident of South Africa, 18 years or older, and meets the entry requirements stipulated below 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, 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 Purchase a bottle of Number 1 Boost Smooth Maize Drink from stores nationally.
  - 3.1.2 Have a till slip as proof of payment for the product.
  - 3.1.3 Take a photo/video with the product, post it on Facebook or Instagram and tag @number1mageu on Instagram or Facebook. The photo/video must contain both the product and the Participant.
  - 3.1.4 ensure their Instagram or Facebook accounts are set to public.
  - 3.1.5 tell us why Number 1 Boost unlocks their potential by submitting a motivational and inspiring story.
- 3.2 Post Specifications:
  - 3.2.1 Video Posts are limited to a maximum of 60 seconds.
  - 3.2.2 Photo Posts are limited to a caption of 45-60 words in caption format.
- 3.3 The content that a Participant posts must be a post on the Participant’s social media account and not a story that will be removed after 24 hours.
- 3.4 Participants may enter only once.

- 3.5 No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
- 3.6 Participant's entries may be restricted if it is believed that their entries are excessive and any future entries and the entrant's profile may be blocked until investigated.
- 3.7 The Promoter reserves the right to disqualify any entry if any act of fraud or dishonesty is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
- 3.8 Entries which are unclear, illegible, or contain errors, posted from an Instagram and/or Facebook profile which is not public will be declared invalid.
- 3.9 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.**
- 3.10 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 Number 1 Mageu Boost and similar products via Facebook and Instagram and other forms of communication 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 [RCLConsumerCare@rclfoods.com](mailto:RCLConsumerCare@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**

**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 3 June 2024 and closes at 23:59pm on 19 June 2024 ("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. **This 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 winner will be selected by a judge's determination, within 7 (seven) working days of the Closing Date.
- 7.2 The judges shall consider the following factors in their determination:
- 7.2.1 authenticity of the submitted inspirational story on why the Promoter should boost their potential;
  - 7.2.2 catching the attention of the audience;
  - 7.2.3 post is relatable and easily understood; and
  - 7.2.4 the message resonates with the campaign and the ability to unlock an individual's potential.
- 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 Participant selected as the recipient of the Prize will be notified via Direct Message on Instagram or Facebook. The Participant will be required to provide address details in order for the Prize to be delivered. The Prize will be couriered within 2 working days of the date on which the winner is determined. In the event that the winner cannot be successfully contacted or fails to respond to the Promoter within this time, the Promoter reserves the right to select another Participant in substitution. The names of the winners will be posted on Facebook/Instagram and published on the RCL FOODS website [www.rclfoods.com](http://www.rclfoods.com).
- 7.5 The Promoter may require the winner/s to:
- 7.2.5 provide their name and identity number, and to enable to Promoter to verify the entry;
  - 7.2.6 sign an acknowledgment of receipt of the Prize, and indemnity; and
  - 7.2.7 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.
- 7.6 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 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 a 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 General**

- 8.1 The Promoter reserves the right to delete any information uploaded by a Participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment.
- 8.2 Participants warrant that they have full rights to the images and stories that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.

## **9 Disputes**

- 9.1 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.
- 9.2 For more information or a copy of these Terms and Conditions, please visit [www.rclfoods.com](http://www.rclfoods.com). Any Competition related queries may be directed to [RCLConsumerCare@rclfoods.com](mailto:RCLConsumerCare@rclfoods.com) from Monday to Friday, 8:30am to 5:00pm.