# **Ouma Rusks Buttermilk Sliced Digital Sampling**

# ("Competition").

### **TERMS AND CONDITIONS**

The promoter is RCL Group Services (Pty) Ltd and Firefly Investments 190 (Pty) Ltd T/A Berelo Innovations, 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. Participants stand a chance of winning 1 (one) of 3,000 (three thousand) digital coupons delivered via SMS, which can only be redeemed at a Shoprite, Checkers or Checkers Hyper store nationwide. The coupon provides a discount to the maximum value of R54.99 (fifty-four rand and ninety-nine cents) on a 450g Ouma Rusks Buttermilk Sliced box ("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 in South Africa who is 20 (twenty) 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, or the spouses, life partners, business partners or immediate family members of such person may enter this Competition.

#### 3. How to Participate

- 3.1. To enter this Competition, Participants must:
  - 3.1.1. Be directly targeted by Ouma Rusks via Facebook as a recipient of an Ouma Rusks Buttermilk Sliced advert on Facebook;
  - 3.1.2. View the advert, and download the Ouma Rusks Buttermilk Sliced lead gen form using the link contained in the advert; and
  - 3.1.3. Fill in the lead gen form by populating their details and completing all the questions and clicking "submit".
- 3.2. Only participants who have been directly targeted/served with the Ouma Rusks Buttermilk Sliced advert, which contains a link to the lead gen form, by Ouma Rusks via Facebook will be eligible to enter this Competition. Persons not directly served/targeted by Ouma Rusks via Facebook who submit the lead gen form as set out above will not be considered Participants of the Competition (for example any person who views the Ouma Rusks advert through or as a result of a third party action will not be considered a Participant).
- 3.3. Participants may enter only once.
- 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 whether affecting the participation and/or Prize redemption process of this Competition and/or otherwise.

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 the Competition; (iii) communicate with the Participant and send direct marketing communication on Ouma Rusks products and similar products via SMS, email 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 competitions@oumarusks.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 01 December 2023 and closes at 23:59 on 12 January 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 first 3000 (three thousand) Participants to successfully enter the Competition in accordance with clause 3, will be automatically selected as the provisional winners.
- 7.2. A Prize will be considered issued by the Promotor to a winner once the digital coupon has been sent via SMS.

- 7.3. The digital coupons will be redeemable at any Shoprite, Checkers & Checkers Hyper store nationwide (subject to availability in-store), and the details for redemption and expiry date for the digital coupon will be specified in the SMS.
- 7.4. Participants who participate in the Competition and who do not receive an SMS or have any challenges with redemption in store can request support by:
  - 7.4.1. sending a free SMS to 30172 with the keyword "Ouma"; or
  - 7.4.2. sending an email to <a href="mailto:support@berelo.com">support@berelo.com</a> explaining the inability to redeem the digital coupon; or
  - 7.4.3. calling the support line during office hours (Monday Friday, 9:00am-5:00pm) on 0861 237 356.
- 7.5. All support queries will be handled during office hours. The Promotor will require the provisional winner/s and/or winner/s to:
  - 7.5.1. to provide their name, identity number, email address, phone number and answers to the questions on the lead gen form, to enable to Promotor to verify the entry;
  - 7.5.2. to sign an acknowledgment of receipt of the Prize, and indemnity; and
  - 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, 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 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 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 Ouma Rusks Brand Page at: <u>https://rclfoods.com/brand/ouma/</u>. Any queries relating to not receiving an SMS or challenges with redemption of a digital coupon in store must be directed to the Promoter as set out in clause 7.4. Any other Competition related queries may be directed to <u>competitions@oumarusks.com</u> from Monday to Friday, 8:30am to 5:00pm.