RCL FOODS YOUNG CHEFS AND BAKERS INTER - SCHOOL CHALLENGE

("Competition").

TERMS AND CONDITIONS

The promoters are RCL Group Services (Pty) Ltd ("RCL FOODS"), RCL Foods Consumer (Pty) Ltd ("Rainbow"), Sigalo Foods (Pty) Ltd ("Sigalo Foods"), LiveKindly Collective Africa (Pty) Ltd ("LiveKindly") and South African Chefs Association ("SACA"), 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 ARE THE PRIZES?

- 1.1. The prizes, which will be won at the national competition ("National Finals"), are as follows:
 - 1.1.1. The winning Team will receive R30 000.00 (thirty thousand rand), split equally between the 2 (two) Participants in the Team,
 - 1.1.2. The second place Team will receive R20 000.00 (twenty thousand rand), split equally between the 2 (two) Participants in the Team, and
 - 1.1.3. The third place Team will receive R15 000.00 (fifteen thousand rand), split equally between the 2 (two) Participants in the Team,

collectively the ("Prizes").

- 1.2. All Participants who participate in a semi final part of the Competition as contemplated in clause 4 ("Semi Final") will receive a certificate of participation.
- 1.3. The Prize is not transferrable and may not be exchanged for 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:
 - 2.1.1 a legal resident of South Africa; and
 - 2.1.2 between the ages of 18 and 27 years; and
 - 2.1.3 enrolled with a professional institution or in a service (traineeship) programme focusing on Culinary Arts or a Professional Cookery programme,

may participate in this Competition.

- 2.2. A Participant may not be 28 years or older on the date of the National Finals on 12 October 2023.
- 2.3. It is recommended that a Participant must be a fully paid-up member with the SACA and have a valid membership number. However, this is not mandatory to enter the Competition. Should the Team reach the National Finals, then it will become

compulsory for each Participant in the Team to be a fully paid-up member of SACA on or before 11 October 2023.

2.4 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 Competition, or the spouses, life partners, business partners or immediate family members of the aforesaid persons, or the family members of employees of SACA may enter this Competition.

3. HOW TO PARTICIPATE

- 3.1. To enter this Competition:
 - 3.1.1. Participants must form a team of 2 (two) Participants who meet the requirements in clause 2 ("Team") and who are enrolled at the same institution or in-service programme at the same campus or hotel;
 - 3.1.2. Teams must visit the RCL FOODS Website at <u>https://rclfoods.com/brand/food-partners/</u> and click on the "enter now" tab under the Young Chefs Banner and download the required entry form;
 - 3.1.3. Teams must fill in the Competition entry form and, together with the Competition entry form, submit a portfolio of evidence as set out in clause 3.1.4 below to <u>competitions@sachefs.com;</u> and
 - 3.1.4. The portfolio of evidence must contain typed recipes (including method of preparation, menu descriptor and photographs) of both of the following courses:
 - 3.1.4.1. Restaurant Main Course: Teams are required to use chicken or plant based protein as a compulsory ingredient and at least 2 (two) of the following ingredients: sugar, flour, margarine or butter, cream and/or mayonnaise; and
 - 3.1.4.2. **Innovation Dessert**: Teams are required to use cream as a compulsory ingredient and at least two of the following ingredients: sugar, peanut butter, flour and/or margarine or butter.
- 3.2. It is each Participant's responsibility to specify any allergies and/or allergens that he/she or his/her teammate has on the Competition entry form contemplated in clause 3.1.2.
- 3.3. Teams are encouraged to use RCL FOODS, Rainbow, Siqalo Foods and LiveKindly products when preparing the recipes to be submitted. However, use of these brands is not compulsory for entry criteria. Ingredients provided at the Semi Finals and National Finals will be from the RCL FOODS, Siqalo Foods, Rainbow and LiveKindly baskets of ingredients, where applicable.
- 3.4. Entries (per Team) must be typed, photographed and submitted to <u>competitions@sachefs.com</u> from 16 June 2023 but by no later than 23h59 on 31 July 2023 ("the Closing Date").
- 3.5. Entries which are incomplete, unclear, illegible or contain errors will be declared invalid.

- 3.6. Participants and/or Teams may only enter once. No multiple entries are allowed.
- 3.7. 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.
- 3.8. 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.
- 3.9. The Teams that have been entered cannot change members after entry and substitutions will not be allowed. Unless otherwise specified in these Terms and Conditions or in any webinar for Affected Teams (defined below), if a Participant and/or a Team cannot attend the relevant Semi Final and/or the National Final, then that Team will be disqualified and the next highest scoring Team from that Cluster (as defined in clause **Error! Reference source not found.** below) or from the relevant Semi Finals (as the case may be) will compete in their place.
- 3.10. Recipes and photographs submitted pursuant to clause 3.1 will be judged by a panel of expert chef judges from the South African Chefs Association based on the following criteria:
 - 3.10.1. Correct use of pre-determined proteins and compulsory ingredients in both courses set out in clauses 3.1.4.1 and 3.1.4.2;
 - 3.10.2. Creativity, portion size, presentation and innovation, and technical correctness of recipe; and
 - 3.10.3. Complete portfolio of evidence of entry, including photographs, dish/menu descriptor or names, typed out recipe and methods of preparation.
- 3.11. Subject to clause 3.12, the 9 (nine) provinces in South Africa will be grouped into three clusters ("Clusters"). The Clusters are as follows:
 - 3.11.1. Cluster 1: KwaZulu Natal and Free State;
 - 3.11.2. Cluster 2: Gauteng, Mpumalanga, North West and Polokwane; and
 - 3.11.3. Cluster 3: Northern Cape, Eastern Cape and Western Cape.
- 3.12. A minimum number of 10 (ten) processed valid entries, which meet the requirements set out in these Terms and Conditions, are required for a Cluster to host a Semi Final. Failure by a Cluster to meet this requirement will result in the disqualification of that Cluster ("Disqualified Cluster"). Teams who are affected by the disqualification of a Cluster ("Affected Teams") will have the option of travelling to an alternate Cluster to participate at their own expense.
- 3.13. Based on the judges' determination as contemplated in clause 3.10 above, 10 (ten) Teams per Cluster will be selected to compete in the Semi Final hosted by the relevant Cluster ("Semi Finalists"), subject to clause 3.14. Provinces that submit a minimum of 10 (ten) valid entries will have one guaranteed place for that province at the respective Semi Final which place will be filled by the highest scoring Team from that province and the balance of the 10 (ten) Semi Finalists in that Cluster

will be made up of the top performing Teams from that Cluster.

- 3.14. If a Cluster is disqualified as set out in clause 3.12 above, the top 10 (ten) performing Affected Teams from any Disqualified Cluster will be entitled to compete in another Cluster's Semi Final as set out in clause 3.12. In this instance, more than 10 (ten) Teams will be competing in a Semi Final.
- 3.15. Unless a Cluster is disqualified as set out in clause 3.12, each Cluster will host a Semi Final. The Semi Finals will take place in KZN, Gauteng and Cape Town on 14 September 2023. Venues to be determined at a later date.
- 3.16. Webinars communicating information about the Competition will be hosted by the Promoter prior to the Semi Finals and National Finals. Invitations to and/or recordings of the webinars will be sent via email to the Teams who have been selected to compete in the Semi Finals and/or National Finals.

4. SEMI FINAL COMPETITION

- 4.1. The Teams provisionally selected to go through to the Semi Finals will be notified via telephone and email not less than 14 days prior to the date of the respective Semi Final. In the event that a Team cannot be successfully contacted or fail to respond to the Promoter within 24 hours, the Promoter reserves the right to select another Team in substitution.
- 4.2. The names and/or photographs of the Semi Finalists will be published on the Promoter's social media pages.
- 4.3. The Semi Finals will be a Mystery Basket (a basket containing mystery ingredients) style competition in which the Teams must cook the following three courses:
 - 4.3.1. **Bread Course** Each Team will be required to make 12 (twelve) bread rolls from a Mystery Basket supplied on the day. Teams will have 10 (ten) minutes to write the descriptor, followed by 20 (twenty) minutes to start the bread roll making process. Teams will then continue with the Restaurant Main Course. Bread rolls must be submitted no later than 30 (thirty) minutes prior to sending out the Restaurant Dessert Course.
 - 4.3.2. Restaurant Main Course Each Team will have 20 (twenty) minutes to write a restaurant main course menu descriptor from a box of Mystery Basket ingredients using 1 (one) compulsory ingredient and a minimum of 2 (two) RCL FOODS ingredients from the table, and 1 (one) hour to prepare, cook and present that menu serving 3 (three) persons to the judges for tasting. Thereafter Teams will clean up for 15 (fifteen) minutes.
 - 4.3.3. Restaurant Dessert Course Each Team will have 15 (fifteen) minutes to write a Restaurant Dessert Course from a box of Mystery Basket ingredients using 1 (one) compulsory ingredient which will be Meadowland Delight, and a minimum of 2 (two) RCL FOODS ingredients from the table. Thereafter, Teams will have 1 (one) hour and 20 (twenty) minutes to prepare, cook and present a dessert course serving 3 (three) persons to the judges for tasting.
- 4.4. The Teams provisionally selected to go through to the National Finals will be selected by a panel of qualified SACA judges. The judges will judge the food that is prepared and presented at the Semi Finals by the Teams using an application designed by the South African Chefs Association and based on the criteria and scoresheet that will be presented at a live and/or recorded webinar which the Semi Finalists must attend and/or watch.

- 4.5. The Teams provisionally selected to go through to the National Finals will be notified in person, via telephone and/or email within 7 (seven) days of the last Semi Final. In the event that a Team cannot be successfully contacted or fails to respond to the Promoter within 24 hours, the Promoter reserves the right to select another Team in substitution.
- 4.6. The top 3 (three) Teams from each Semi Final will qualify to compete in the National Finals subject to their compliance with the rules of the Competition. The names and/or photographs of the Teams selected to go through to the National Finals ("National Finalists") will be published on the Promoter's social media pages.
- 4.7. Affected Teams joining an alternate Cluster must be placed in the first 3 positions (first place, second place, or third place) within that alternate Cluster in order to proceed to the National Final. In the case of a Team being disqualified as set out in clause 3.9, the next highest scoring Team must finish in fourth place within that alternate Cluster in order to proceed to the National Final. The top 3 performing Teams who fell within that original Cluster will proceed to the National Final, regardless of their overall ranking within their Cluster. Affected Teams joining an alternate Cluster will be required to attend a webinar where further information in this regard will be provided.

5. NATIONAL COMPETITION

- 5.1. At this stage of the Competition, all National Finalists would need to ensure that they become fully paid-up members of SACA on or before 11 October 2023.
- 5.2. A webinar communicating information about the Competition will be hosted by the Promoter prior to the National Finals. A recording of the webinar will be sent via email to the Teams who have been selected to compete in the National Finals.
- 5.3. The National Finalists competing in the National Finals will be scored by a panel of qualified South African Chefs Association judges. The judges will judge the food that is prepared and presented at the National Finals by the Teams using an application designed for judging food competitions. The judging criteria and logistics of the National Finals will be discussed in a webinar which all National Finalists will be required to watch.
- 5.4. All recipes submitted must use RCL Foods, Rainbow, Siqalo Foods and/or LiveKindly ingredients.
- 5.5. Teams must ensure that the submitted recipes that they will be cooking in the National Finals can be made within the time limits stipulated at the webinar.
- 5.6. The National Finals will be held on 12 October 2023 at a venue to be determined in KwaZulu Natal.
- 5.7. The results of the National Finals will be announced at the Prizegiving ceremony after the National Finals on 12 October 2023 and be made available on the RCL FOODS website.
- 5.8. RCL FOODS will provide flights to and from OR Tambo and Cape Town International airports for the Teams competing in the National Finals. Transport will be provided from King Shaka International airport to the venue and from the venue to King Shaka International airport. Accommodation will be provided for the duration of the National Finals.

6. PERSONAL INFORMATION

- 6.1. By entering this Competition each 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.
- 6.2. 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 products of RCL FOODS, Rainbow, Sigalo Foods and LiveKindly via Whatsapp, SMS and email and (iv) for market and product research.
- 6.3. Should a Participant object to the processing of his/her personal information and/or receipt of direct marketing, the Participant should send an e-mail to <u>brad.kavanagh@rclfoods.com</u>.
- 6.4. By posting any content, images, or comments on any of the Promoter's public and/or social media platform, and/or by submitting recipes, a Participant consents to and gives the Promoter a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images, recipes or comments for the purposes of promoting the Promoter's products and/or services. Participants, by their participation in the Competition, further consent to be photographed while competing.

7. INDEMNITY

By entering this Competition, the Participant unconditionally and irrevocably indemnifies and holds harmless the Promoter, as well as their holding companies, their subsidiaries and any subsidiaries of their holding companies, 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.

8. DURATION

- 8.1. This Competition runs from 16 June 2023 and submissions close at 23:59pm on 31 July 2023 (the "Closing Date"). Any entries received after the Closing Date will not be considered.
- 8.2. 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.

9. RESULTS OF THE NATIONAL FINALS AND ADDITIONAL INFORMATION RELATING TO THE COMPETITION

9.1. The National Finalists competing in the National Finals on 12 October 2023 will be

scored as set out in clause 5.3 above. The results of the National Finals will be announced at the Prizegiving ceremony after the National Finals on 12 October 2023 and be made available on the RCL FOODS Website.

- 9.2. The judges' decisions will be final and binding, and no correspondence will be entered into.
- 9.3. The Promotor will require the provisional winners and/or winner/s to:
 - 9.3.1. provide their name and identity number to enable the Promotor to verify their entry;
 - 9.3.2. sign an acknowledgment of receipt of the Prize, and indemnity; and
 - 9.3.3. 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.
- 9.4. 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.
- 9.5. The payment of the cash Prizes to the winners of the National Finals will be made by EFT into the South African bank accounts provided within 14 days of the winners providing the bank account details to the Promotor. It is the responsibility of each Participant of a winning Team to ensure that they have provided correct, valid South African banking details and a Participant and/or Team will have no claim of whatsoever nature against the Promoter, as well as their holding companies, their subsidiaries and any subsidiaries of their holding companies, and their successors and assigns, directors, employees, agents or consultants, should incorrect banking details be provided. Should the Promotor be unable to deposit the value of the Prize into the Participant's nominated bank account within 14 days due to invalid banking details provided by the Participant, the Participant will be deemed to have rejected the Prize, and the Prize shall revert to the Promoter.
- 9.6. 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.
- 9.7. 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.

10. **DISPUTES**

- 10.1. 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.
- 10.2. For more information or a copy of these Terms and Conditions, please visit <u>www.rclfoods.com</u>. Any Competition related queries may be directed to <u>brad.kavanagh@rclfoods.com</u> from Monday to Friday, 8:00am to 4:00pm.