

PREMIER ESWATINI CAMPAIGN

TERMS & CONDITIONS

1. Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1. **"Competition"** means the Premier Foods loyalty promotion organised by the Promoter and open to all citizens or permanent residents of Eswatini.
- 1.2. **"Competition Period"** means the period between **6 May 2022** up to and including **30 July 2022**.
- 1.3. **"Qualifying Products"** means any Sunblest, Snowflake, Iwisa No1, Bakers Pride, Crown Select, Iwisa Mageu or SUB products.
- 1.4. **"Participant"** means a person who enters the Competition.
- 1.5. **"Promoter"** means Premier FMCG Proprietary Limited (Registration Number: 1968/002379/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
- 1.6. **"Participating Stores"** means selected wholesalers of the Qualifying Products in Eswatini which have been approved by the Promoter to participate and host the Competition.
- 1.7. **"Prizes"** means the prizes that can be won in this Competition as described in clause 4 below.

2. Application of Terms and Conditions

By entering the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges to have read and understood.

3. Entry Requirements

- 3.1. In order to be eligible for Participation in this Competition, a person must:
 - 3.1.1. be an Eswatini citizen or permanent resident over the age of 18 (eighteen);
 - 3.1.2. successfully enter the Competition in accordance with the entry mechanism set out in clause 3.3; and
 - 3.1.3. adhere to the terms and conditions that apply to this Competition.
- 3.2. Participants may only enter this Competition through Participating Stores.
- 3.3. To enter the Competition, Participants must:
 - 3.3.1. buy any 3 of the Qualifying Products and submit his or her till slip in the Participating Store;
 - 3.3.2. recycle the packaging of the Qualifying Products by exchanging same for stickers at a Participating Store (1 x sticker will be given for every 2 x packaging submitting for recycling); and
 - 3.3.3. collect 5 stickers and place them on a loyalty card that will be made available in Participating Stores.
- 3.4. Entries received through any medium other than as stipulated above shall not be considered.
- 3.5. Entries are unlimited.
- 3.6. Only entries received within the Competition Period will qualify and entries received outside such period will not be considered.

4. Prizes and Award Terms

- 4.1. The prizes are as follows: one fabric shopper bag for every 3 Qualifying Products and/or one wonderbag for every loyalty card submitted with 5 stickers.
- 4.2. Prizes are not redeemable for cash and cannot be transferred or exchanged. The Promoter reserves the right to substitute a Prize with another prize of equivalent value or nature.

5. Use of Personal Information

- 5.1. The Promoter may process and use the Participant's personal information for purposes relating to the Competition. Click here to read the Promoter's privacy policy: ww.premierfmcg.com/privacy-policy.
- 5.2. By entering this Competition, a Participant agrees that the Promoter may use their personal information in connection with the Competition.
- 5.3. As far as the law allows, each Participant agrees and gives the Promoter permission to collect, get, receive, record, organise, collate, store, update, use and share all of their personal information for all purposes relating to the Competition.
- 5.4. A Participant may ask the Promoter at any time before the end of the Competition Period to correct or confirm any personal information if it is wrong or out of date.
- 5.5. Each Participant warrants that they have the authority to allow the Promoter to use their personal information for purposes of the Competition, including providing such personal information to third parties for the purpose of providing Prizes to a winner.
- 5.6. By entering this Competition, the Participant acknowledges and agrees that any video or photographs taken of them in relation to this Competition become the property of the Promoter to use in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation for use of the media footage. The Participant shall be entitled to advise the Promoter in writing where they do not wish for their photographs or videos to be used in marketing campaigns by the Promoter.
- 5.7. The Promoter and/or Participating Store/s will not use any Participant's personal information in any way which contravenes the law and the Promoter undertakes to keep all personal information of Participants secure and for as long as the law requires.

6. Warranties and Indemnities

- 6.1. The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and each Participant hereby indemnifies and holds the Indemnified Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Competition or receiving or using any Prize.
- 6.2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

7. Force Majeure

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, pandemic, epidemic or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to a Participant (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

8. General

- 8.1. The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on its website. All Participating Stores will have a printed copy available within the store.
- 8.2. The following persons may not enter the Competition or be eligible to win any of the Prizes:
 - 8.2.1. any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter; or
 - 8.2.2. A supplier of goods or services in connection with the Competition.
- 8.3. The Promoter will not accept responsibility for entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including,

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but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

- 8.4. The Promoter reserves the right to disqualify any Participant who breaches any provision of these terms and conditions or if the Promoter determines that the Participant has attempted to manipulate the outcome of the Promotion.
- 8.5. The Promoter may disqualify an entry if, in the Promoter's sole and absolute opinion, it contains any content which is obscene, vulgar, harassing, unlawful, illegal, harmful, inflammatory, hateful or otherwise objectionable or infringes the rights of any third party in subject matter or wording, or which is otherwise unsuitable for publication.
- 8.6. Subject to the provisions of clause 8.7 below, in the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
- 8.7. In the event of a dispute regarding a winner chosen in accordance with these terms and conditions, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.
- 8.8. The Promoter reserves the right to cancel, suspend, amend or terminate the Competition or extend the Competition Period at any time and without notice to the Participants.
- 8.9. The Promoter will never ask a Participant to provide their banking details in order to take part in a Competition.
- 8.10. All enquiries regarding the Competition should be sent to the Promoter at customercare@premierfmcg.com or 0860 330 300 or via our social media pages.
- 8.11. Terms and Conditions will be obtained/accessed by potential entrants via the Premier FMCG website (<https://www.premierfmcg.com/>), Wholesaler Managers and the Ash Promotions team who will be activating in the wholesalers.