TERMS & CONDITIONS

- 1. The promoter is McCain South Africa ("<u>the Promoter</u>").
- 2. The promotional competition is open to all South African residents that are in possession of a valid identity document, except any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members.
- 3. Any participant under the age of 18 years must be fully assisted by his/her guardian, who approves of and consents to the participant's participation in the competition and the participant's receipt/possession of the prize.
- 4. The prize is a digital Checkers voucher valued at between R20 and R100.
- 5. This promotional competition is open from 5 February 2018 and ends at 12am (midnight) on 4 March 2018. Any entries received after the closing date will not be considered.
- 6. To enter, participants will be required to:
 - 6.1 Buy one pack of McCain Green Medley from Checkers stores.
 - 6.2 Dial the USSD string *120*569*COMPETITIONCODE# to receive a digital Checkers voucher
 - 6.3 USSD costs are 20 cents per 20 seconds
- 7. The digital Checkers voucher redemption date is open from 5 February 2018 and ends at 12am (midnight) on 5 July 2018.
- 8. Any digital Checkers voucher not taken up for any reason within two months of receipt will be forfeited. Expiry dates can be found on the actual digital Checkers voucher.
- 9. The digital Checkers voucher is not exchangeable for cash and is not transferrable.
- 10. Any entries received after the competition end date will not be considered.
- 11. Participants must keep their till slip as proof of purchase.
- 12. Participants must enter in their correct contact details. If a winner has given incorrect contact details, the Promoter reserves the right to select another winner in terms of the rules.
- 13. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase and unique code.
- 14. A copy of these rules can be found on the following site <u>www.termsconditions.co.za</u> or <u>www.facebook.com/McCainSA</u> throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone number 0800 006 498.
- 15. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.
- 16. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
- 17. The Promoter shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
- 18. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer or cell phone hardware or software failure of any kind.

- 19. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
- 20. 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.
- 21. NOTE: Any attempt to use multiple e-mail or Facebook accounts or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
- 22. The Promoter reserves the right to use the images taken of the winner for publicity purposes in any manner they deem fit, without remuneration being made payable to the winner. However, the winner has the right to object to these images being used by written notification to the Promoter at 6 Osborne Ln, Bedfordview, Germiston, 2008. Att : Legal Department.
- 23. The Promoter shall have the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents.
- 24. Neither the Promoter, its agents, its associated companies, nor any directors, officers or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.
- 25. The judges' decision is final and no correspondence will be entered into.
- 26. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
- 27. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and the participants acknowledge that they are providing information to the Promoter and its agents only and not to Facebook.
- 28. All entrants in this Competition release Facebook from all liabilities and claims arising out of or in connection with this competition and these terms and conditions.
- 29. This promotion is in no way sponsored, endorsed or administered by, or associated with Telkom, MTN, Vodacom and Cell C and the participants acknowledge that they are providing information to the Promoter and its agents only and not to telephone networks.
- 30. All entrants in this Competition release Telkom, MTN, Vodacom and Cell C from all liabilities and claims arising out of or in connection with this competition and these terms and conditions.