

**OTEEES “Smurfs” Brand Competition:  
3 April 2017 – 12 May 2017**



**OTEEES “Smurfs” COMPETITION TERMS AND CONDITIONS**

Please take the time to read and understand the following terms and conditions (the “Terms”) carefully. These Terms apply to all persons entering the “OTEEES Smurfs Competition” (the “Competition”), conducted by Pioneer Foods Groceries (Pty) Ltd, situated at Glacier Place, 1 Sportica Crescent, Tygervalley, 7530, with PO Box 242, Paarl, 7620, Tel: 0860 221 102 (“Pioneer Foods”).

Should you not agree to be bound to any or all of these Terms, please do not enter the Competition. The instructions on how to enter this Competition, as well as all prizes, form part of the Terms.

Should you participate in this Competition, you agree to be bound by these Terms. If your entry does not comply with these Terms, you will be automatically disqualified and ineligible for any prizes. Pioneer Foods reserves the right to change these Terms prior to the commencement of the Competition and the changes will be published on

the Pioneer Foods website at [www.bokomo.co.za](http://www.bokomo.co.za) as well as on the OTEES Facebook Page ([www.facebook.com/OteesSA](http://www.facebook.com/OteesSA)). It is the Entrant's responsibility to stay up to date with any and all changes to the Terms.

This Competition is open to all South African residents or South African Citizens over the age of eighteen (18) years. Any persons under the age of eighteen (18) years must have their parent and/or their legal guardian's permission before entering. However, the following persons may not enter the Competition or win the prize(s):

- directors;
- members;
- business partners;
- employees;
- sales agents;
- advertising agency, packaging agency, digital agency
- advisors; or
- consultants

of Pioneer Foods, its associated companies, service providers and the immediate family members of these persons (including their spouses, life partners, parents, children, brothers and sisters) and any other person who is controlled directly or indirectly by Pioneer Foods, as well as the associated companies of entities or persons mentioned in this paragraph, including holding companies and subsidiaries, their employees, agents, subsidiaries and consultants.

The Competition will start on 3 April 2017 at 00:01 ("commencement date") and will close on the closing date which is confirmed to be 12 May 2017 at 23:59. The period from the commencement date to the closing date will herein after be known as the promotional period. All entries must be received before the closing date and time specified. No entries received after the Competition closes will be considered and any entries received after this date will be rejected automatically.

### **How to enter the Competition**

1. Entrants must buy one of the following participating BOKOMO OTEES products listed below and enter the competition during the promotional period in accordance with the terms stipulated:
  - BOKOMO OTEES Bubblegum Flavoured 375g
  - BOKOMO OTEES Chocolate Flavoured 375g
  - BOKOMO OTEES Cream Soda Flavoured 375g
  - BOKOMO OTEES Banana Milkshake Flavoured 375g
  - BOKOMO OTEES Original Flavoured 400g
  - BOKOMO OTEES Mixed Berry Flavoured 375g
  - BOKOMO OTEES Pops Flavoured 375g
2. Once an Entrant has completed his/her purchase, he/she needs to retain his/her till slip, which serves as proof of purchase of one of the participating products listed above, as well as the date of purchase which should not be more than 2 months prior to commencement date of the competition.

3. Entrants will be required to find their unique code inside their OTEES pack and then dial \*120\*44422# and follow the instructions provided. USSD charged at standard rates at 20c per 20 seconds.
4. Entrants are encouraged to keep their pack, as entrants will need to answer questions via the USSD line in order to qualify to enter the Competition.
5. Pioneer Foods assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. Pioneer Foods is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Pioneer Foods on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Competition or downloading any materials in this Competition.
6. When an Entrant enters the Competition, he/she will be automatically entered into the lucky draw to win one of the daily prizes for that day and one of the weekly prizes for the duration of the competition.

### **Competition Prizes**

7. There are a total of 106 prizes to be won over the promotional period and daily winners will be drawn every day and weekly winners will be drawn weekly on a Monday.
8. One Daily Prizes: Promoter will make available daily for the full promotional period, 1 of 100 sets of 4 Ster Kinekor movie tickets to the winner of the daily prize.
9. One Weekly Winner: Promoter will make available weekly for the full promotional period, 2 Smurfs branded push scooters to be awarded to each of the winners which are drawn weekly.
10. The total value of the prizes which are available to win during the promotional period amounts to a value of approximately R50 000 (fifty thousand Rand).
11. Each Winner will only be eligible for 1 prize during the promotional period.

## **Selection and announcement of Winners**

12. Entrants may enter, as many times as they wish during the course of the promotional period provided that each entry is with a unique code. They are also only entitled to win one prize throughout the duration of the promotion.
13. Actual prizes/gifts may differ from the details shown anywhere during the Competition. Graphic depictions of prizes/gifts shown may not exactly match the finally delivered prizes/gifts and are only meant to be indicative representations.
14. **Daily Prizes** – Winners will be selected by a random system-generated draw in accordance with CPA (Consumer Protection Act) requirements.
15. Winners will receive instant notification if they have won a Daily Prize by means of an SMS sent to the cellular telephone number used to enter the Competition. The SMS will include a voucher number for the 4 movie tickets, which daily winners can redeem at any Ster Kinekor movie theater.
16. **Weekly Prizes** – Winners will be selected by a random system-generated draw, and overseen by an independent person in terms of the CPA every Monday from the Entrants' pool for the duration of the Competition, starting on Monday 10 April 2017 with the final draw taking place on Monday 15 May 2017. Prizes are not exchangeable and no correspondence will be entered into and/or considered after the closing date and time specified.
17. Winners will be contacted telephonically after the lucky draw has taken place on the cellular telephone number used to enter the Competition. If, however, a Winner selected cannot be reached after four (4) attempts have been made during business hours within a period of seventy two (72) hours after the lucky draw for any reason whatsoever, the Prize will be forfeited and another Winner may be selected in accordance with the Terms at the sole and absolute discretion of Pioneer Foods.
18. Subject to these Terms, each Winner will only be able to receive a Prize if he/she completes a Prize Acceptance, Indemnity form (this document will be made available to Winners only) and a copy of the Winner's Identification Document (ID) and subsequently returns the requested documents signed to Pioneer Foods as contained therein.
19. Any failure to claim a Prize or refusal or inability to comply with the above requirement, will automatically disqualify a Winner selected and a new Winner may be drawn in accordance with these Terms at the sole and absolute discretion of Pioneer Foods. The following documents, as a minimum requirement, will be necessary before each of the Prizes to be won, can be awarded to a Winner. In order to claim a Prize, the Winners must provide proof of purchase by producing their till slip and identification document.

20. The prizes are not transferrable and/or exchangeable for cash or any other Prize.
21. By entering the Competition, all Entrants indemnify Pioneer Foods, their employees, and agents and participating outlets from liability resulting from any loss, damage or injury suffered by the Entrants whether as a result of the use of the prizes or any reason whatsoever.
22. By participating in this Competition, all Entrants agree to be bound by these Terms and Conditions. Except as provided for in the Consumer Protection Act No.68 of 2008, the judges' decision shall be final and binding. No correspondence will be entered into and/or considered, subsequent to the closing date of the Competition.
23. All Entrants agree that the Promoter and/or Organiser are unable to, and are not required to, guarantee a particular outcome, a result or set of results from either an Entrant's participation in the Competition and/or possible winnings.
24. All Entrants hence indemnify the Promoter and the Organiser as well as their respective agents from any loss, damages, liability, claim, expenses, cost orders or demand which may arise as a result of an Entrant's participation in the Competition and, where applicable, subsequent Prize award and/or delivery.
25. By entering the competition, you grant Pioneer Foods and its affiliated companies the right, except where prohibited by law, to use your name for Competition purposes in promoting or publicising the Competition, including right to name the winner(s) of the prize(s) in public and/or any social media forum. Pioneer Foods however, does not have any obligation to use the winning entries for any purpose. Pioneer Foods reserve the right to request that any images taken of the winner or staff be used for marketing purposes in any manner they deem fit, without any further remuneration being made payable to the winner, which request the winner may decline. All entries become the property of Pioneer Foods. By entering this competition, pioneer Foods reserves the right to communicate with you at any time during or after the competition and you may opt out from receiving such communication at any time.
26. Prizes will be couriered to the winners and should take 2 – 4 weeks for delivery once the winner has been notified. Pioneer Foods will not be responsible for any delays in the delivery of Prizes.

27. Pioneer Foods will not be held liable for the accuracy and/or completeness of information provided by any of the Entrants participating in the Competition.
28. Pioneer Foods can, at any time, verify the validity of entries and can as such disqualify within its sole discretion, any Entrant who is in breach of these Terms.
29. The Promoter's system for selecting Winners is regularly audited and all Winners are selected on an impartial and random basis.
30. If the Winner/s agree to endorse, promote and/or advertise the products of Pioneer Foods, the Winner/s will be requested to sign an irrevocable performance release which allows Pioneer Foods and its representatives to photograph and film you for promotional purposes related to the Competition and the relevant products, without any payment and/or any other form of compensation for a period of 12 (twelve) months after the announcement of the winners.
31. The Competition shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
32. Pioneer Foods, its associated companies, employees, directors, members, partners, agents, suppliers and / or consultants will not be responsible for any injury, death or any harm or any loss or damages arising from any act or omission of Pioneer Foods in relation to the competition, other than harm arising as a direct consequence of gross negligence or an intentional wrongful act on the part of Pioneer Foods, its agents or employees, directors, members, partners, agents, suppliers and / or consultants.
33. If required by the Minister of Trade and Industry, the Lotteries Board or for reasons beyond Pioneer Foods' control, Pioneer Foods will be entitled to terminate the Competition, by providing reasonable notice of the termination on its website.
34. Pioneer Foods shall have the right to terminate the competition immediately and without notice for any reason beyond its control requiring this. In the event of such termination, all participants agree to waive any rights that they may have in terms of this promotion and acknowledge that they will have no recourse against the Promoters, its agents and staff.
35. In the event of any disruption to the Competition, Pioneer Foods shall use its reasonable endeavors to remedy the disruption and resume the Competition

on a fair and equitable basis to the Entrants.

A copy of these Competition Terms and Conditions is available on the BOKOMO website at [www.bokomo.co.za](http://www.bokomo.co.za) and on the OTEES Facebook Page at [www.facebook.com/OteesSA](http://www.facebook.com/OteesSA)

36. For any questions or queries, please contact Pioneer Foods by email at [groceriescare@pioneerfoods.co.za](mailto:groceriescare@pioneerfoods.co.za) or please phone 0860 221 102 (local call rates). Please phone between 08:00 – 16h30.
37. We'd love to hear from you. Please contact our Consumer Care Line on 0800 212 360\* or [consumercare@pioneerfoods.co.za](mailto:consumercare@pioneerfoods.co.za) Monday to Friday between 08h00 – 16h30. \*Toll-free