

TERMS AND CONDITIONS

1. This Hug in a Mug *Seek the Treat* Facebook Competition ("**Competition**") is organised and conducted by Entyce Beverages, a division of National Brands Limited, a subsidiary of AVI Limited, including their affiliates, partners, associations and agents ("**Promoter**").
2. This Competition will run from 8 May 2017 to 18 June 2017. Draws will take place every 2 (two) weeks and the cut-off time will be midnight on the relevant Sunday. Entries received after the closing date will not be considered.

WHO CAN ENTER?

3. Participants must be 13 (thirteen) years or older (if under 18 (eighteen) years old, you must be duly assisted by your legal guardian) and have a valid identity document or passport and reside in the Republic of South Africa during the period of the Competition, up to and including the dates of determination of the winners and prize redemption dates ("**Participants**"/"**you**"/"**your**").
4. Participants may not enter or receive a prize if they are directors, members, partners, employees, agents of or consultants of the Promoter, their subsidiaries, holding companies, divisions and/or associated companies or of the advertising or promotion agencies or any other person who directly or indirectly controls or is controlled by the Promoter, or their spouses, life partners, immediate family members or business partners.
5. The Competition is not open for entry by or on behalf of a legal entity and Participants cannot use the account of a legal entity to enter the Competition. Entries must be submitted by the Participant themselves and not by a third party on the Participant's behalf.
6. By entering this Competition, all Participants agree to be bound by these terms and conditions, which will be interpreted by the Promoter and the Promoter's decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.

HOW TO ENTER

7. Entry into the Competition will be via www.huginamug.co.za.
8. To enter this Competition you need to complete the task outlined on the microsite by finding each of the hidden elements and fill in your details.
9. All correct entries will be entered into a random draw every 2 (two) weeks. Judges decisions are final and no correspondence will be entered into.
10. Entries are limited to 1 (one) entry per Participant every 2 (two) weeks, a maximum of 3 (three) entries in total for the Competition. The first entry received from that Participant every 2 (two) weeks will be eligible.
11. Incomplete or incorrect entries will not be eligible to be considered or entered into the draw.
12. Participants are responsible for their own costs of connecting to the internet. No responsibility is accepted for any entry that is not delivered, received or is delayed or damaged due to technical reasons or failure on the part of your service provider. Proof of sending is not proof of receipt.

PRIZES

13. The prize is 1 (one) of 60 (sixty) Hug in a Mug Hampers. Each hamper consists of 2 (two) Hug in a Mug branded mugs and 1 (one) carton of each Hug in a Mug flavour. 20 (twenty) prizes will be given away every 2 (two) weeks of the Competition.
14. Prize is non-transferable or redeemable for cash.

15. The prizes may differ from that shown on the promotional material with regard to illustrations, images, colour and specifications and same shall be subject to availability and in the Promoter's sole discretion to select same.
16. The Promoter reserves the right to substitute the prizes for an alternative prize of equal or greater value should the prize promoted not be available for any reason.
17. The prizes do not cover any other costs of the winner whatsoever.

DETERMINATION OF WINNERS

18. The winners will be determined as soon as reasonably possible after the close of the Competition.
19. The winners will be contacted via email as soon as reasonably possible after the determination of the prize winners taking place. Participants are advised to monitor their email account for any such notifications. Once the winner receives this notification they must reply to the Promoter with their contact details **within 2 (two) working days**.
20. The Promoter will make 1 (one) attempt to contact and notify the selected winner. If the selected winner does not respond to the notification **within 2 (two) working days**, or if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to hand over the prize, the winner will forfeit the prize and a replacement winner will be selected from remaining qualifying Participants. This process shall continue until the winner has been contacted in terms of the terms and conditions.
21. The Promoter reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner is not eligible to win, has contravened any of these terms and conditions, acted fraudulently with regards to the Competition, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition if it would be unlawful to award the prize or if the winner fails to accept the prize after 2 (two) attempts for any reason whatsoever, if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to hand over the prize. In this instance the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.
22. Prize winners will be required to sign an acknowledgement of receipt of their prize, if applicable, and will be required to furnish the Promoter with their names and identity numbers in terms of the Consumer Protection Act.

RESTRICTIONS ON CONTENT OF COMMENT

23. The Promoter reserves the right to remove any comments and content uploaded should this be deemed unsuitable by the Promoter. All content is published at the discretion of the Promoter.
24. Any comments or other material uploaded by users do not necessarily reflect the Promoter's views or ideals. The Promoter does not warrant the accuracy of any statement made by Participants.
25. Participants participate at their own risk and take responsibility for all comments under their Facebook account and information provided.
26. The comment cannot violate the copyright or other rights of any third party.
27. The comment cannot include inappropriate, offensive, illegal or obscene material or gestures (e.g., hate speech or pornographic images).
28. The comment cannot disparage, reflect poorly upon or otherwise adversely affect the goodwill and/or reputation of the Promoter.
29. The comment must be relevant to the theme of the Competition.

30. Any comment determined by the Promoter in their sole discretion to be in violation of the preceding criteria will not be published or removed immediately, will be void and will not result in Competition entry.

GRANTING OF RIGHTS IN COMMENT

31. **The winners have the right to decline permission to use their name or image in marketing material or participate in any marketing activity. Should the winner verbally or otherwise agree to it, the Promoter may publish the winner's name and images on, including but not limited to, the Hug in a Mug Facebook page or website, if applicable, without any liability to the Promoter or remuneration due to the winners.**
32. **The Participant grants to the Promoter the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sub-licensable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the comment in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to Participant. Participant further agrees, upon the Promoter's request and without compensation, to sign any and all necessary and appropriate documents so as to effect, perfect or record such grant of license rights.**

PUBLICITY AND DATA PRIVACY

33. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoter and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.
34. All personal information relating to the Participants will be used solely in accordance with South African consumer and data protection legislation.
35. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoter in terms of the Consumer Protection Act.

GENERAL



Please note that the following terms require you to **take on risk, limit the liability of the Promoter and indemnify the Promoter**. Please **read them carefully** and contact the Promoter if you have any questions!

36. The Promoter reserves the right to extend, reasonably shorten, suspend the time period of the Competition or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Competition, its prizes, and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within their sole discretion. **In such an event, all Participants waive any rights that they may have/purport to have in terms of this Competition, and acknowledge that they will have no recourse against the Promoter whatsoever.**
37. All publicity and other materials will be the sole property of the Promoter.
38. Participants confirm by their entry into the Competition that Facebook is not the promoter of this Competition, it is in no way sponsored, endorsed or administered by or associated with Facebook and they **fully release Facebook from any liability in connection with this Competition**. Any questions, comments or complaints regarding the Competition are to be directed to the Promoter.
39. **The Promoter is not responsible for –**
- 39.1 entries that are lost, late, illegible/garbled, corrupted, misdirected, defective, inaccessible, compromised, incomplete, damaged or delayed and all such entries are void and will not result in Competition entry;**

39.2 any entry that is not delivered, received or is delayed or damaged due to technical reasons or failure on the part of your service provider. Proof of sending is not proof of receipt. Participants are responsible for their own costs of connecting to the Facebook page.

40. **To the fullest extent permitted by law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Promoter, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from participating in the Competition, any Competition-related activity and/or acceptance, receipt, possession or use/misuse of any prize.**
41. **To the extent permitted by law, the Promoter will not be liable in any way whatsoever, for any claims arising from loss, injury, damage or costs, suffered by a Participant in relation to this Competition or the prizes offered, including but not limited to claims relating to defects in the prizes or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by Participants.**
42. **The Promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.**
43. South African law shall govern these competition terms and conditions and the courts of South Africa shall have exclusive jurisdiction.
44. By entering this Competition Participants agree to the aforementioned terms and conditions. A copy of the terms and conditions for this Competition is available on www.huginamug.co.za