



2017 MARMITE ART OF THE JAR - COMPETITION RULES

1. The Promoter is Pioneer Foods Groceries (Pty) Ltd. ("The Promoter"), Registration number 1993/000454/07, a company incorporated in the Republic of South Africa and having its registered address at 1 Sportica Crescent, Tygervally, Bellville.
 2. The MARMITE ART-OF-THE-JAR Competition ("The Competition") is open to all residents of South Africa, Namibia and Botswana, 8 years of age or older. Entrants, or legal guardians of Entrants under 18 years of age, must be in possession of a valid identity document and/or a valid passport, i.e. except directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly controls or is controlled by the Promoter or its marketing service providers in respect of the Promotional Competition, or the spouses, life partners, business partners or immediate family members, or anyone who within a period of 183 days preceding this Competition has won any competition organised, promoted, or conducted by Pioneer Foods Groceries (Pty) Ltd, or who resides at the same address as such a Winner.
 3. The Competition is open until midnight on Monday, 21 August 2017. Any entries received after midnight on this last day will not be valid and not be considered.
 4. To enter, each Entrant must submit a digital version of their design of a Marmite label, applied to the constraints of the label template available for download at www.marmite.co.za. Each Entrant must upload his/her design to the relevant webpage provided at www.marmite.co.za. The electronic entry form viewable on this webpage must be completed in full, in order for an entry to be valid.
 5. There are three categories of entry, namely:
 - KIDS – where the Entrant must be between 8 and 18 years of age and a parent/or the minor's legal guardian, must provide proof of the Entrant's age when entering by presenting a certified copy of a valid birth certificate and/or passport;
 - ADULTS – where the Entrant must be 18 years of age or older
 - PROFESSIONALS – where the Entrant must provide proof of qualification and/or employment in an artistic or design field.
 5. The Grand Prizes to be won per category, include the following:
 - 5.1 KIDS Category
 - One Winner between the ages of 8 and 18 will win an Apple® MacBook with a 12 inch retina display. The Macbook will be loaded with a 1 year (12 months) prepaid Adobe® Creative Cloud software plan which includes Lightroom CC and Photoshop CC. Renewal or upgrading of the plan beyond the 12 months will be for the Winner's account.
 - 5.2 ADULTS Category
 - One Winner aged 18 or older will win an Apple® Macbook with a 12 inch retina display. The MacBook will be loaded with a 1 year (12 months) prepaid Adobe® Creative Cloud software plan with 20+ creative applications including Photoshop CC, Illustrator CC and InDesign CC. Renewal or upgrading of the plan beyond the 12 months will be for the Winner's account.
 - 5.3 PROFESSIONALS Category
 - One Winner with qualifications and/or employment in an artistic or design field will win Apple® MacBook Pro with a 15 inch retina display. The Macbook will be loaded with a 1 year (12 months) prepaid Adobe® Creative Cloud software plan with 20+ creative applications including Photoshop CC, Illustrator CC and InDesign CC. . Renewal or upgrading of the plan beyond the 12 months will be for the Winner's account.
 6. Three Finalists per category will be selected by a panel of judges appointed by the Promoter. The panel consists of members of the Promoter's marketing team, their advertising agencies and affiliated lecturers at certified art and design schools based in South Africa.
 7. One Grand Prize Winner per category will be selected by means of an online vote on the Marmite South Africa Facebook page. Each of the Grand Prize Winners per category will be notified by telephone by middle September 2017.
 8. Grand Prize Winners who cannot for any reason whatsoever be reached after 3 attempts have been made during business hours (i.e. between 8h00 AM and 17h00 PM, excluding public holidays) within a period of 72 hours, will
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forfeit their Prize and another Grand Prize Winner will be selected accordance with the Competition's rules set out herein.

9. None of the Grand Prizes are exchangeable for cash or transferable. Each of the Grand Prize Winners will have to claim their Grand Prize within 30 calendar days of notification in South Africa and at that time, identify themselves with a valid bar coded identity document or valid passport as well as sign a receipt for the Grand Prize received. A suitable Prize collection point will be arranged between the Grand Prize Winners and the Promoter via telephone. Failure to claim the Grand Prize or a refusal or inability to comply herewith will disqualify the Grand Prize Winner and a new Grand Prize Winner may be selected in their place at the sole discretion of the Promoter.
 10. All risks in the Prizes will pass to the Grand Prize Winner upon notification of having won a Prize. Where necessary, the Grand Prize Winners shall ensure that the Prizes are insured against all risks including damage to the Grand Prizes as well as damage to third party property and persons. Such insurance is for the cost of the Grand Prize Winner and neither the Promoter nor any other party associated with the Competition will be liable for the costs thereof or be liable should such insurance not be applicable.
 11. The Promoter shall have the right to terminate the Competition immediately and without notice for any reason beyond its control. In the event of such termination, all Entrants agree to waive any rights that they may have in terms of this Competition and acknowledge that they will have no recourse against the Promoter, its agents and/or staff.
 12. If required by the Minister for Trade and Industry, the National Consumer Commission or National Consumer Tribunal, or for any other reason whatsoever, the Promoter will be entitled to terminate the Competition immediately without any notice the Entrants. In such an event all Participants hereby waive any rights which they may have against the Promoter.
 13. All guarantees for any tangible Prizes which are won, are carried by the manufacturer and/ or supplier thereof and not by the Promoter who funds the purchase of the Prizes but is not the supplier thereof. For this reason, the Promoter makes no warranties, whether explicit or implied with respect to any of the Prizes.
 14. Participation in this Competition constitutes acceptance of the Competition's rules and the Entrants agree to abide by these rules as set out herein.
 15. Except insofar as is provided for in the Consumer Protection Act (Act 68 of 2008), the judges' decision is final and no correspondence will be entered into after the Competition's closing date.
 16. Each Entrant will be required to provide the Promoter with his/her full name, identity number, email address, contact number and other related information via www.marmite.co.za when he/she enters this Competition.
 17. The Promoter and its affiliates will collect and use the Entrants' personal data provided in order to enable the awarding of a Prize in this Competition and for related promotional activities. The Entrants' personal data will furthermore also be used for the Promoter's, its affiliates and subsidiaries' marketing purposes.
 18. By participating in the Competition, each Entrant consents to the transfer, storage and processing of the data in South Africa, for which consent may be withdrawn at any time by written notification to the Promoter.
 19. The Promoter will keep the Entrants' personal data to fulfill the purposes for which it was collected or as required by applicable laws or regulations. The Promoter will not use any of the personal data collected for a different purpose without first obtaining the data subject's permission. The Promoter will furthermore also not allow unauthorised third parties to use any of the personal information collected for the purposes of this Competition.
 20. The Promoter reserves the right to request that any images taken of Grand Prize Winners be used for marketing purposes in any manner the Promoter may deem fit without any further remuneration being made payable to the Grand Prize Winners, which request they may decline.
 21. All Entries as well as all images and designs submitted with each Entry, become the property of the Promoter.
 22. By entering this Competition, the Promoter reserves the right to communicate with the Entrants at any time during, or after, the Competition's closing date, whereas each of the Entrant/s may opt out from receiving such
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communication at any time.

23. All Entrants indemnify the Promoter, its directors, employees, advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or losses resulting from their participation in this Competition, arising from negligent acts or omissions of the Promoter.
 24. The Promoter 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.
 25. The Promoter 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 the Promoter 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 and uploading of any materials in this Competition.
 26. Any queries in this regard, can be made by means of calling the Consumer Services division on 0860 221 102 during office hours (between 8h00 AM and 22h00 PM, excluding public holidays) throughout the duration of the Competition.
 27. A copy of these rules can be obtained by request and found by accessing www.marmite.co.za
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