

## TERMS AND CONDITIONS

- 1. The Promoter of this competition is Pioneer Foods (Pty) (Ltd), Reg number 1957/000634/07 a company incorporated in the Republic of South Africa and having its registered address at 1 Sportica Crescent, Tygervalley, Bellville.
- 2. All persons ("the entrants") entering the PRONUTRO 55 Year Selfie Celebration Digital Facebook Competition ("the promotional competition") agree that the competition rules as set out in these terms and conditions are binding on them.
- 3. The competition is open to all South African Residents above the age of 18 who are in possession of a valid identity document, 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 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 (Pty) (Ltd), or who resides at the same address as such a winner, or who uses the same telephone number to enter this competition.
- This competition is open from 7 September 2017 till 31 October 201 7("last day").
   Any entries received after midnight on the last day will not be valid and not be considered.
- 5. To enter, you need to take and share a selfie showing how balanced your life is thanks to PRONUTRO and use one of the following hashtags #ProNutroMyWay, #ProNutroWeekends or #ProNutroChallenge. You can enter by uploading a selfie to Facebook and your entry will only be deemed valid if you use one of the prescribed hashtags. To enter the #ProNutroChallenge, entrants need to take a creative selfie or video of them balancing and be sure to include a pack of ProNutro in the shot. Then upload it the ProNutro Facebook page and include the hashtag #ProNutroChallenge.
- 6. The winners will be selected by a representative of PRONUTRO and a draw conducted by the representative appointed by the promoter and the prizes will be awarded to winners of the competition on <a href="https://www.facebook.com/ProNutro/">https://www.facebook.com/ProNutro/</a>. The variation and allocation of prizes will be at the promoter's discretion.
- 7. Prizes include the following with respective values:
  - 10 x @home Gift Vouchers valued at R1,000 each
  - 10 x Theme Park Day Passes and meal vouchers for 4 people valued at R1,000 each
  - 2 x Nike Trainers valued at R1,800 each
  - 2 x Thule Backpacks valued at R1,700 each
  - 1 x Cape Union Mart Gift Voucher valued at
  - Total prize value is R30,500

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- 8. The draws will take place on 22 September, 29 September, 6 October, 13 October 24 October and 31 October and the winners will be notified by Facebook, on those same days and thereafter confirmed in writing. The organisers will endeavour to contact the prize winners on the telephone number provided. If, however, they cannot be reached after 6 attempts have been made during business hours within a period of 72 hours for any reason whatsoever, the prize will be forfeited and another winner/finalist will be selected in accordance with the competition rules.
- 9. The prize is not exchangeable for cash and not transferable and all winners will have to claim their prize within 30 days of the draw having taken place in South Africa and at that time identify themselves with a bar coded South African ID book and sign a receipt for any prize received or provide an address in South Africa or other means whereby the prize can be delivered to them in South Africa, and failure to claim the prize or a refusal or inability to comply herewith will disqualify the winner and a new winner may be drawn in their place at the sole discretion of the Promoter.
- 10. All risks in the prizes pass to the winner upon notification of having won a prize. Where necessary, the winner shall ensure that all prizes are insured against all risks including damage to the prize as well as damage to third party property and persons. Such insurance is for the cost of the 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
- 11. The Promoter 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 Promoter, its agents and staff.
- 12. All guarantees for any tangible prizes which are won are carried by the manufacturer and or supplier thereof and not by the Promoter who finds the purchase of the prizes but is not the supplier thereof and the Promoter makes no warranties, whether explicit or implied with respect to the prizes.
- 13. Participation in the competition constitutes acceptance of the competition rules and entrants agree to abide by the rules
- 14. Except in so far as is provided for in the Act 68 of 2008, the judges' decision is final and no correspondence will be entered into.
- 15. You will be required to provide your full name, email address and other related information when entering this Competition. The Promoter and its affiliates will collect and use your personal data listed herein in order to enable your participation in this Competition and for related online activities. Your personal data will be used to enter you in this Competition and for the Promoter's, its affiliates and subsidiaries' marketing purposes and, by participating in the Competition, you consent to the

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transfer, storage and processing of the data in South Africa, which consent may be withdrawn at any time by written notification to the Promoter. We keep your personal data to fulfil the purposes for which it was collected or as required by applicable laws or regulations. We will not use your personal data for a different purpose without first obtaining your permission. We do not allow third parties to use your personal information.

- 16. By providing a submission, you warrant that it is your own original work and that you are the owner of any intellectual property therein and grant the Promoter and its affiliated companies the perpetual royalty free right, except where prohibited by law, to use the contents thereof for any purpose whatsoever and 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. Promoter, however, does not have any obligation to use the winning entries for any purpose. The Promoter reserves 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 Promoter. By entering this competition, the Promoter 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.
- 17. All entrants indemnify the Promoter, its 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.
- 18. 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. 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 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 any materials in this Competition.
- 19. This Competition is in no way organised, endorsed or administered by, or associated with, Facebook or any other social media forum. Entrants understand that you are providing your information to the Promoter and not to Facebook or any other social media forum. Any questions, comments or complaints regarding the Competition can be directed to the Promoter via the Consumer Advisory Service and not to Facebook or any other social media forum.