

## TERMS AND CONDITIONS: SHOPRITE CHECKERS WIN A CAR



### 1. TERMS AND CONDITIONS

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.

All persons ("the entrants") entering the Shoprite Checkers Win A Car Competition ("the promotional competition") agree that the competition rules as set out in these terms and conditions are binding on them. A copy of these terms and conditions is available at [www.bokomo.co.za](http://www.bokomo.co.za)

### 2. IMPORTANT NOTICE

- 2.1. These terms and conditions and competition rules contain certain terms and conditions which appear in similar text style to this clause and which:
  - 2.1.1. may limit the risk or liability of the promoter or a third party; and/or
  - 2.1.2. may create risk or liability for the entrant; and/or
  - 2.1.3. may compel the entrant to indemnify the promoter or a third party; and/or
  - 2.1.4. serves as an acknowledgement, by the entrant, of a fact.
  - 2.1.5. the entrant cannot be a juristic entity and must be an individual;
- 2.2. The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.
- 2.3. 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 entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").
- 2.4. The entrant acknowledges that by submitting his or her entry to the competition he/she has been given an appropriate opportunity to first read these terms and conditions before entering and the he/she understands and agrees to the terms and conditions.
- 2.5. All entrants to this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the Promoter and all entities in Pioneer Foods Group of Companies; their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or willful misconduct of any indemnified party.
- 2.6. Except in so far as provided in Act 68 of 2008 the Promoters' decision regarding all matters relating to the competition will be final and binding and no correspondence will be entered into.

### 3. RULES OF THE COMPETITION

- 3.1. The competition runs from 00:01 on the 15th September 2016 to 23:59 on the 15th of November 2016 ("competition period").
- 3.2. Prizes are not transferable and may not be exchanged for cash or other prizes.

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- 3.3. In order to qualify as an entrant for this promotional competition:
  - 3.3.1. The competition is open to all consumers who are registered residents of South Africa;
  - 3.3.2. The entrant must provide correct and full personal details, as required;
  - 3.3.3. The entrant must be 18 years old or older;
  - 3.3.4. The entrant cannot be a juristic entity and must be an individual;
  - 3.3.5. Must be in possession of a valid South African driver's licence
- 3.4. The promoters, their directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotional competition, or any other person who directly or indirectly controls or is controlled by the above named parties and their respective 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 the Promoter, or who resides at the same address as such a winner, or who uses the same telephone number to enter this competition are not permitted to participate in this promotional competition.
- 3.5. To enter the promotional competition, the entrant must
  - 3.5.1. Buy any WEET-BIX pack plus any Bokomo Cereal or a Fruitree (1 Litre) or a Liqui-Fruit (1 Litre or 2 Litre), and then SMS "Shoprite" or "Checkers" (dependent on which store your goods were purchased at), your till slip number and your name to 31149;
  - 3.5.2. Goods purchased need to reflect on 1 till slip, from any participating Shoprite or Checkers store in the Great North area only and need to be purchased within the competition period;
  - 3.5.3. Standard SMS's rates apply and free SMS's do not apply. These charges shall be solely for the account of the Entrant;
  - 3.5.4. Entrants may enter the promotional competition as many times as they wish but will only be entitled to win one prize if drawn as the winner;
  - 3.5.5. Winners will be required to produce the till slips that they used to enter the promotional competition. Should the winner not be able to produce their till slip, they will not be eligible to win the prize and will forfeit their entry.
4. THE PRIZE
  - 4.1. Entrants stand a chance of winning 1 of 2 2016 VW Polo Vivo Hatch 1.4l Conceptline cars and these will not be exchangeable for cash. The actual prize may differ from the details shown anywhere during the competition. Graphic depictions of the prize may not match exactly to the final delivered prize and are only meant to be indicative representations.
  - 4.2. Licencing and registration fees for the prizes are included but the winners are responsible for all operating costs, maintenance and insurance of the prizes.
5. SELECTION OF WINNERS
  - 5.1. The winners of the prizes will be selected at random by way of a draw conducted by the promoter or a person appointed by the promoter and prizes will be awarded to the winners of the competition as selected in accordance with the draw.
  - 5.2. Draw will take place within 2 weeks of the promotion closing date
  - 5.3. The Promoters will contact winners telephonically. Should the winner not be contactable after 3 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 will be selected in accordance with the competition rules and more specifically set out herein.
  - 5.4. The competition shall be governed and construed in accordance with the laws of South Africa.

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- 5.5. The winners of the competition may be invited to endorse, promote and/or advertise the products of the Promoter, which would allow the Promoter and its representatives to photograph and film the winners for promotional purposes related to the competition and the relevant products, without payment or additional compensation for a period of 12 months determined as from date of prize notification. It is recorded that the winner(s) has/have the right to decline such an invitation.
- 5.6. The Promoters reserve the right, at any time, to verify the validity of entries and to disqualify any entrant who submits an entry that is in breach of these terms and conditions. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights.
6. GENERAL
  - 6.1. By entering the competition in accordance with its terms, you are entering a promotional competition for the purposes of the Consumer Protection Act, 2008 ("CPA") and the promotional competition will be conducted in accordance with the relevant provisions of the CPA. Should you win a prize in the competition, you undertake to expeditiously do all things necessary to enable the promoter/sponsor to comply with its obligations under the CPA including, but not limited to (i) providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize upon its delivery.
  - 6.2. The names of the prize winners may be published on the Pioneer Foods, Bokomo and/or Facebook page subject to the winners consent.
  - 6.3. Winners may be requested to take part in the promoter's publicity campaigns or to allow their names and likenesses to be used by the promoter for promotional purposes. Winners are, however, entitled to decline such request.
  - 6.4. The promoters shall conduct the competition, and the Promoters' decision on any matter related to the competition, including the selection of prize winners is final and no correspondence will be entered into.
  - 6.5. Any queries in this regard, and a copy of these rules can be found at [www.bokomo.co.za](http://www.bokomo.co.za) or by calling the consumer services division on 0860 221 102 during office hours throughout the period of the competition.
  - 6.6. The winners agree to use and accept the prize at their own risk and indemnifies the Promoter for any loss, damage or claim which arises, is suffered and/ or is sustained as a result of usage of the prize and/or in the course of travelling.
  - 6.7. 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 notice to entrants. In such an event all participants hereby waive any rights which they may have against the Promoter.