# **TERMS & CONDITIONS OF COMPETITION**

#### 1. Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1. "Promotion" or "Competition" means the Hatch It and Win promotion starting on 21 March 2022 and ending at midnight on 30 April 2022, organised by the Promoter.
- "Competition Period" means 21 March 2022 up to and including 30 April 2022.
- 1.3. "Goods" means Mister Sweets Speckled Eggs.
- 1.4. "Participant" means a person who enters the Competition.
- 1.5. "Participating Stores" means any retailer of the Goods in the Republic of South Africa.
- 1.6. "Promoter" means Premier FMCG (Proprietary) Limited (Registration Number 1968/002379/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
- 1.7. "Prize(s)" means the prizes that can be won in this Competition, as described in clause 4.2 below.

### 2. Application of Terms and Conditions

By entering the Competition, the Participant agrees to be bound by these Competition terms and conditions, which the Participant acknowledges to have read and understood

#### 3. Entry Requirements

- 3.1. In order to be eligible for participation in this Competition, a person must:
  - 3.1.1. be a South African citizen or permanent resident over the age of 18 (eighteen);
  - 3.1.2. successfully enter the Promotion in accordance with the entry mechanism set out in clause 3.3; and
  - 3.1.3. adhere to the terms and conditions that apply to this Competition.
- Participants may only enter this Competition in the Republic of South Africa.
- 3.3. To enter the Promotion, Participants must:
  - 3.3.1. Purchase any 2X packs of the Goods.
  - 3.3.2. Upload the till-slip via the applicable Competition upload mechanism showing proof of purchase of the Goods.
- 3.4. Entries received through any medium other than as stipulated above shall not be considered.
- 3.5. No entries submitted on behalf of a third party will be accepted.
- Only entries received within the Competition Period will qualify and entries received outside such period will not be considered.

## 4. Prizes and Award Terms

- 4.1. Winners of Prizes will be randomly drawn at the end of the Competition from all qualifying entries.
- 4.2. The Prizes are as follows:
  - R20 Uber Eats voucher
  - "2-4-1 Nationwide Days Out" experience voucher valued a
  - 1 entry into a virtual escape room selected by the Promoter valued
  - 1x Numetro cinema voucher
  - 1-month subscription to Go Gamers
  - Overlay prize of one Playstation 5 and one year of Showmax streaming.
- 4.3. Winners will be required to provide their names, ID number, contact details, a copy of their ID and a finalist form and to sign an acknowledgment of receipt of their Prize.
- 4.4. Winners of Prizes will be notified by SMS. Winners' names will be available upon request in writing to the Promoter in accordance with applicable data privacy laws.
- 4.5. In the event that a winner of a Prize cannot be successfully contacted within 24 hours of the final draw or is unable, for any reason whatsoever, to accept the Prize, such winner will forfeit their Prize.

The Promoter reserves the right to select a replacement winner through a random draw from the remaining qualifying participants in the draw in accordance with same process and procedures as applicable to the original draw.

- A winner will be entitled to 1 (one) Prize per qualifying entry in this Competition (while stocks last).
- 4.7. Prizes are not redeemable for cash and cannot be transferred or exchanged. The Promoter reserves the right to substitute a Prize with another prize of equivalent value or nature.
- 4.8. The Prize terms of use are set out below and all Prizes shall be subject to these additional terms and conditions.
- 4.9. Independent partner terms and conditions apply.

#### 5. Use of Personal Information

- 5.1. The Promoter may process and use the Participant's personal information for purposes relating to the Competition. For more information in relation to the Promoter's personal information processing activities please read the Promoter's privacy statement which is available on its website at https://www.premierfmcg.com/.
- 5.2. A Participant may ask the Promoter at any time during the Competition Period to correct or confirm any personal information if it is wrong or out of date.
- 5.3. To the extent that elements of the Prizes are being provided by a third party, the personal information of the winners may be provided to such third parties.
- 5.4. Each Participant warrants that they have the authority to allow the Promoter to use their personal information for purposes of the Competition, including providing such personal information to third parties for the purpose of providing Prizes to a winner.
- 5.5. By entering this Competition, the Participant acknowledges and agrees that any photographs taken of them in relation to this Competition will become the property of the Promoter. The Participant acknowledges that the Promoter may use such photographs in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation for use of the photograph. Participants shall be entitled to advise the Promoter in writing where they do not wish for their photographs or videos to be used in marketing campaigns by the Promoter.

# 6. Warranties and Indemnities

- 6.1. The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and each Participant hereby indemnifies and holds the Indemnified Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Promotion or receiving or using any Prize.
- 6.2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

## 7. Force Majeure

In the event of any act of God, strike, war, riot, civil commotion, lockout, fire, accident, pandemic, epidemic or any circumstances of whatever nature arising or action taken beyond or outside the reasonable control of the Promoter preventing it from performance (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

## 8. General

- 8.1. The Promoter may in its sole and absolute discretion amend or update these terms and conditions at any time, by publishing the revised terms and conditions on its website.
- 8.2. The following persons may not enter the Competition or be eligible to win any of the prizes:
  - any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter; or
  - 8.2.2. a supplier of goods or services in connection with the Competition.
- 8.3. The Promoter will not accept responsibility for entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of

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- cause, including, but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- The Promoter reserves the right to disqualify any Participant who breaches any provision of these terms and conditions or if the Promoter determines that the Participant has attempted to manipulate the outcome of the Competition
- The Promoter may disqualify an entry if, in the Promoter's sole and absolute opinion, it contains any content which is obscene, vulgar, harassing, unlawful, illegal, harmful, inflammatory, hateful or otherwise objectionable or infringes the rights of any third party in subject matter or wording, or which is otherwise unsuitable for publication.
- 8.6. In the event of a dispute regarding any aspect of the Promotion and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into
- In the event of a dispute regarding a winner chosen in accordance with these terms and conditions, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.
- 8.8. The Promoter reserves the right to cancel, suspend, amend or terminate the Competition or extend the Competition Period at any time and without notice to the Participants.
- The Promoter will never ask you to provide banking details in order to take part in a Promotion or Competition.
- 8.10. All enquiries regarding the Competition should be sent to hatchit@tlcrewards.com.

#### Prize Terms of Use

### 9.1. 2-4-1 Nationwide Days Out Experience

- 9.1.1. A winner of this prize will receive 2 (two) booking codes for the "2-4-1 Nationwide Days Out" experience. Only 1 (one) booking code may be used per person.
- 9.1.2. Booking codes cannot be used against current specials.
- 9.1.3. Booking codes cannot be used twice, once off use only.
- 9.1.4. A booking code is only valid at the relevant venue chosen by a winner from the list of available venues set out below.
- 9.1.5. Vouchers, booking codes and entry tickets cannot be redeemed or transferred for cash.
- 9.1.6. By using the booking code, a winner will be deemed to have read and agreed to the terms and conditions of the selected venue (listed below) \*
- 9.1.7. The voucher is valid for two months from the date of receipt.
- 9.1.8. For full terms and conditions in relation to this Prize, which will be applicable to this Prize, please refer to the participating partners website listed below
- 9.1.9. This Prize is subject to promotional availability.

2-4-1 Nationwide Days Out Experience Venues:

"Waterberg Zipline

(Bela Bela) Thaba Monate Lodge . Bela Bela

www.waterbergzip.co.za

"Ceres Zipslide Adventures

(Ceres)" 1 Voortrekker St, Ceres, 6835 https://ceresadventures.co.za/ Magaliesberg Canopy Tours Rosewood Functions, Part of 84 of the Farm, Rietfontein, Rustenburg, 0300, South Africa www.canopytours.co.za

Drakensberg Canopy Tours Cathkin Park, South Africa

www.canopytours.co.za

Magoesbaskloof Canopy Tours Georges Valley, R528, 0730, South Africa www.canopytours.co.za

Karkloof Canopy Tours Karkloof Rd, Howick, 3290, South Africa, Midlands, 3290, www.canopytours.co.za South Africa

"Swift Racing

Black Rock Casino" Cnr Ladysmith Road &, Oak St, Black Rock Casino, Newcastle, 2940 https://swift-racing-go-karting-jumanji-adventure-

golf.business.site/ Chameleon Villlage, Hartbeespoort, 0216, Reptile Conservation Park www. chameleon village reptile park. simple site. comSouth Africa Harties Aquarium R104 Old Rustenburg rd, Damdoryn , Hartbeespoort www.chameleonvillagereptilepark.simplesite.com

1B Bonza Bay Rd, Beaconhurst, Gravity Trampoline Park (East London) East London, 5241 www.gravitype.co.za

Gravity Trampoline Park (Port Elizabeth)

6 Roshan St, Framesby, Port Elizabeth, 6045 www.gravitype.co.za

"Wi:Jump

(Brakpan)" Mall@Carnival, Cnr Airport &, Heidelberg Rd, Brakpan, 1552 https://www.wijump.co.za/

"Reptile Gardens Somerset West" Monkey Town, Mondeor Rd, Somerset West http://reptilegarden.co.za "Reptile Gardens

Stodels Nursery, Eversdal Road, Bellville Bellville" http://reptilegarden.co.za

SupaKart Racing Wessel Rd, Edenburg, Sandton, 2128 www.supakart.co.za

F arm 21, Kopjeskraal, Parys, 9585 Earth Adventures http://www.earthadventures.co.za/

"Rietvlei Zoo Ėarm

(Alberton)" 101 Swart Koppies Road, Liefde en Vrede, R554, JHB South www.rietvleilifestylecentre.co.za

Randburg Raceway 9 Samantha Street, Strijdom Park, Randburg www.randburgraceway.co.za

200 Bethlehem Drive,Rustenburg 0290 Apex Indoor Trampoline Park https://www.apexrtb.co.za/

J4F Entertainment 30 Mynhardt Street, Building 2, Gants Plaza, Strand, Cape Town, Western Cape 7140 https://www.j4f.co.za/

Acrobranch Adventure Park (Pretoria North) 18 Honingnestkrans Street,

Soutpan Road, Pretoria North www.acrobranch.co.za

Acrobranch Adventure Park (Centurion) The Big Red Barn, C/O Nelson &

Glen Road, Sunlawns Estate, Olifantsfontein, Centurion, Pretoria www.acrobranch.co.za

Acrobranch Adventure Park (Pretoria East) Rosemary Hill, 257 R964, Pretoria, 0028 www.acrobranch.co.za

Acrobranch Adventure Park (Melrose) James & Ethel Gray Park, Melrose

Street Extension, Johannesburg www.acrobranch.co.za 27 Club St, Senderwood,

Acrobranch Adventure Park (Huddle Park) Germiston, 2145 www.acrobranch.co.za

Acrobranch Adventure Park (Cape Town) 1 Hout Bay Main Road, Constantia

www.acrobranch.co.za

Acrobranch Adventure Park (Stellenbosch) Klein Joostenberg, R304,

Muldersvlei, Stellenbosch www.acrobranch.co.za

Acrobranch Adventure Park (Garden Route) Timberlake Organic Village, N2 between Wilderness and Sedgefield, George www.acrobranch.co.za

Impact Adventures Lanseria Send a WhatsApp to 083 899 9882, for your Impact Adeventure Africa activity Geo-pin location.

http://www.impactadventure-africa.co.za/

Send a WhatsApp to 083 899 9882, for your Impact Adventures Pretoria Impact Adeventure Africa activity Geo-pin location.

http://www.impactadventure-africa.co.za/

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http://www.impactadventure-africa.co.za/

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http://www.impactadventure-africa.co.za/

Impact Adventures Umgeni River, Durban Send a WhatsApp to 083 899 9882, for your Impact Adeventure Africa activity Geo-pin location.

http://www.impactadventure-africa.co.za/

Impact Adventures Kloof Send a WhatsApp to 083 899 9882, for your Impact Adeventure Africa activity Geo-pin location.

http://www.impactadventure-africa.co.za/

Impact Adventures Hazelmere Dam Send a WhatsApp to 083 899 9882, for your Impact Adeventure Africa activity Geo-pin location.

http://www.impactadventure-africa.co.za/

Impact Adventures Parys Send a WhatsApp to 083 899 9882, for your Impact Adeventure Africa activity Geo-pin location.

http://www.impactadventure-africa.co.za/

"Impact Adventures

(Port St John's)" Send a WhatsApp to 083 899 9882, for your Impact Adeventure Africa activity Geo-pin location. http://www.impactadventure-

Impact Adventures Pofadder Send a WhatsApp to 083 899 9882, for your Impact Adeventure Africa activity Geo-pin location.

http://www.impactadventure-africa.co.za/

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http://www.impactadventure-africa.co.za/

Impact Adventures Pofadder Send a WhatsApp to 083 899 9882, for your Impact Adeventure Africa activity Geo-pin location.

http://www.impactadventure-africa.co.za/

"WILD X ADVĖNTURE

BovenLange Valley 189 of 91 Wilderness (Wilderness)"

www.wildx.co.za

"WILD X ADVENTURE

(Summerstrant, PE) " Summerstrant Marine Drive, Port Elizabeth

www.wildx.co.za

"WILD X ADVENTURE

(Mossel Bay) " Mossel Bay" "WILD X ADVENTURE (Harkerville, Plettenberg Bay) " Mossel Bay, 6500 www.wildx.co.za

Harkerville, Plettenberg Bay

www.wildx.co.za

"WILD X ADVENTURE

(The Crags, Plettenberg Bay) " The Crags, Plettenberg Bay www.wildx.co.za

"WILD X ADVENTURE

(Heatherlands George) Heatherlands George www.wildx.co.za

"WILD X ADVENTURE

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Schoemakerskop Port Elizabeth

ATLANTIS DUNES CAPE TOWN

PINK GERANIUM

(Schoemakerskop Port Elizabeth) " www.wildx.co.za

"WILD X ADVENTURE

(ATLANTIS DUNES CAPE TOWN) "

www.wildx.co.za

"WILD X ADVENTURE

(PINK GERANIUM STELLENBOSCH) " www.wildx.co.za

STELLENBOSCH "WILD X ADVENTURE

(LUCKY HORSE SHOE OUDTSHOORN) " UCKY HORSE SHOE

OUDTSHOORN www.wildx.co.za
"WILD X ADVENTURE
(ZOOKAMMA ADDO PORT ELIZABETH) " ZOOKAMMA ADDO PORT

ELIZABETH www.wildx.co.za National www.barnyardtheatre.co.za

**Barnvard Theatre** Siyavaya Adventures Sabie Road R536 Boutique Hotel Plot 3

www.siyavayaadventures.africa Siyavaya Adventures Brandvlei Dam Worcester

www.siyavayaadventures.africa
Siyavaya Adventures Plot 21 Hills And Dales Lanseria
www.siyavayaadventures.africa
Bikes n Wines "Inner City, 32 Loop St,
Cape Town City Centre, Cape Town, 8000" https://ww

https://www.bikesnwines.com/

## Go-Gamers

- 9.2.1. To redeem the 1-month subscription a winner of this prize must go to Go-Gamers visit: www.gogamers.me and sign
- 9.2.2. Upon new registration, a winner of this Prize must enter the code provided in the PROMO CODE box
- 9.2.3. The winner must select the desired game they wish to play.
- Upon selecting a desired game, a winner must follow the terms and conditions for the selected game.
- 9.2.5. A winner of this Prize may only make use of one voucher code per entry.
- 9.2.6. The voucher is not transferable nor may it be exchanged for cash.
- 9.2.7. This Prize includes free access to Go Gamers TournamentPlatform with 500 Go Gamer Coins.
- 9.2.8. Please refer to www.gogamers.me for their full terms and conditions

## 9.3. R20 Uber Eats Voucher

- 9.3.1. To redeem the R20 Uber Eats voucher, a winner must have or download the Uber Eats mobile application via Apple or Google Play store and register an account.
- 9.3.2. When placing an order through the Uber Eats mobile application a winner of this Prize must insert the R20 Uber Eats voucher promo code to obtain a R20 discount from the total order price
- 9.3.3. Winners of this Prize are responsible for ensuring that they place their order of choice and select the correct delivery address
- $9.3.4. \ \ \mbox{Winners of this Prize shall be responsible for paying the}$ balance of any order made using the Uber Eats mobile application in excess of the R20 Uber Eats voucher amount.
- 9.3.5. Only one voucher code may be used per person per order.
- 9.3.6. Uber Eats voucher may not be transferred or exchanged for cash.
- 9.3.7. Uber Eats voucher will only be available for use for the duration stipulated in the voucher.
- 9.3.8. Existing Uber promotion codes may not be used in conjunction with the R20 Uber Eats voucher or applied towards the same transaction.
- The R20 Uber Eats voucher may only be used within the Republic of South Africa and excludes cross-border transactions
- 9.3.10. The R20 Uber Eats voucher is valid for Uber Eats purchases only and may not be applied for Uber Ride or any other mobile application purchases or orders.
- 9.3.11. Please refer to

https://www.uber.com/legal/en/document/?name=general-terms-of-use&country=south-africa&lang=en for Uber Eats' full terms and conditions which will be applicable to this Prize

## 9.4. Virtual Escape

- 9.4.1. To redeem a free virtual escape game a winner of this Prize must visit www.virtualescaping.com.
- On the home screen a unique code to be issued to a winner of this Prize must be entered into the 'voucher' space and the winner must follow the prompts to play a virtual escape room game for free.
- 9.4.3. One virtual room game voucher is valid for 1 to 6 people playing simultaneously.

- 9.4.4. A virtual escape room voucher is not transferable or redeemable for cash.
- 9.4.5. A virtual escape room voucher shall not be valid in conjunction with any other promotional offer.
- For full terms and conditions which shall be applicable to this Prize visit: www.virtualescaping.com'

#### Nu Metro Cinema Voucher

- A winner of the Nu Metro cinema voucher will receive a movie ticket code to view one free move at a participating Nu Metro cinema.
- 9.5.2. The movie ticket code received will be valid for one free 2D movie
- 9.5.3. To book a Nu Metro movie ticket using the Nu Metro cinema voucher a winner of this Prize must visit www.numetro.co.za.
- 9.5.4. Cinema operating times can be viewed on www.numetro.co.za.
- 9.5.5. A Nu Metro cinema/cineplex and choice of movie must be selected by a winner of this Prize.
- 9.5.6. A winner must select Nu Metro Digi ticket and process their booking.
- This Prize and the Nu Metro movie ticket is nontransferrable and non-exchangeable for cash.
- For full terms and conditions which shall be appliable to this Prize visit www.numetro.co.za.

### Showmax streaming.

- 9.6.1. A winner of this prize will receive a once off year subscription to Showmax which will be subject to the terms and conditions of Showmax.
- To redeem the one year Showmax subscription a winner of this prize must sign up with Showmax.
- A winner of this Prize may only make use of one voucher or promo code per registration.
- 9.6.4. The voucher and/or promo code is not transferable nor may it be exchanged for cash.