

## **TERMS AND CONDITIONS: Nulaid #FarmFreshFastFood Competition**

Please read these terms and conditions carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate.

The terms and conditions set out below apply to all participants submitting entries for the Nulaid #FarmFreshFastFood Competition. Please refer to the below Facebook page for the current Terms and Conditions for this Promotion: <https://www.nulaid.co.za>

### **1. THE PROMOTION:**

Nulaid #FarmFreshFastFood Facebook, Twitter and Instagram Competition ("the Promotion") conducted by Quantum Foods (Pty) Ltd, 11 Main Road, Wellington, 7655, South Africa, Tel: 0861 NULOID (685243) ("the Promoter").

### **2. PROMOTION PERIOD:**

- 2.1 The Promotion will run from 17 May 2021 to 15 August 2021 ("the Promotion Period"). No entries received after midnight on 15 August 2021 will be accepted.
- 2.2 The duration of the Promotion may be extended or curtailed at the discretion of the Promoter.

### **3. WHO MAY ENTER:**

- 3.1 All Participants must:
  - a. be a natural person and be 18 (eighteen) years of age at the date of the entry.
  - b. be in possession of a valid South African, Identity Document or passport with a residence/work permit.
  - c. reside in the country from which they entered the competition for the duration of the Promotion Period as well as for the period during which the prize draws and the delivery or collection of the prizes takes place. be a citizen/legal resident of the Republic of South Africa
- 3.2 Participation in this competition excludes directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoter, their Agencies, organizers and participating

stores, of the Competition and the spouse, life partner, parent, child, brother, sister, business partner or associate of any of the said persons.

#### **4. HOW TO PARTICIPATE IN THE PROMOTION:**

4.1 The below instructions qualify as an entry in the competition:

4.1.1 Purchase any of the following packs of Nulaid eggs instore:

- 18 pack
- 24 pack
- 30 pack

4.1.2 WhatsApp "Nulaid" to +27 76 130 5444 and follow the prompts.

4.1.3 When prompted to do so, take a photo of your till slip including the store details, date, and qualifying Nulaid products and submit it on the WhatsApp line.

4.1.4 Entrants will also be prompted to answer questions to complete the journey. All questions are to be answered in order for the entry to be valid – a closing message will be sent once the entry is complete.

4.1.5 It is the entrant's responsibility to ensure that the image of the till slip being sent is of the full till slip and is clear. Unclear till slips will be regarded as invalid entries. Similarly, illegible, duplicate or incorrect till slips will be regarded as invalid entries.

4.1.6 Standard data network rates apply.

4.2 Should the winner not be able to provide a scan or photograph of the original unique slip to the Promoter on request, they will be disqualified. The slip is not to be written on or tampered with in anyway. Please note that no other Promoter products are eligible for this Promotion, other than those products mentioned above. The qualifying products are subject to availability at time of purchase.

#### **5 CAN I QUALIFY MORE THAN ONCE FOR THE PROMOTION:**

5.1 Multiple entries will be permitted, subject to each entry being submitted separately and in accordance with entry requirements. A participant may only win one prize. Should there be any dispute in this regard; the Promoter's decision will be final.

5.2 A person may not win more than one daily prize and one weekly prize within this promotion. The Promoter reserves the right to withhold prizes from any such

person, and to reclaim any such prize if a breach of this rule is subsequently discovered.

- 5.3 Any attempt to use multiple accounts or other tactics to enter more than the stated limit may result in disqualification and all associated entries will be void. Entries generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, entering service sites or any other automated means and entries by any means that subvert the entry process or do not conform to the terms or spirit of these competition rules, will void the entry and may disqualify the entrant.
- 5.4 Similarly, any finalists linked for using the same IP address and/or e-mail address for the requested document submissions or form completion, will be disqualified.

## **6 PRIZE:**

- 6.1 Participants stand a chance to win:
  - 6.1.1 1 (one) of 5 (five) grand prizes: George Foreman Grills valued at R1299.00 each, or
  - 6.1.2 1 (one) of 5 (five) hamper prizes: Nulaid hampers valued at R250 each. Hampers include Nulaid eggs PLUS Nulaid branded merchandise.
- 6.2 Prizes are not transferrable or exchangeable and if not taken up for any reason, may be forfeited or be the subject of a separate draw or be allocated at the Promoters' discretion to another winner.
- 6.3 Promotional images are merely a representation of the prize and the actual prize may vary. The promoter reserves the right to substitute any of the prizes for a different prize or voucher of similar value. The winner will be responsible for any costs resulting from accepting this prize.

## **7 AWARDING OF PRIZE:**

- 7.1 The prize winners will be chosen from a random draw of entries and contacted via telephone (using the cellular number used to enter the Promotion). The draw will take place on the following dates:
  - 7.1.1 14 June 2021 with 2 grand prize winners and 2 hamper winners drawn,
  - 7.1.2 12 July 2021 with 2 grand prize winners and 2 hamper winners drawn, and
  - 7.1.3 16 August 2021 with 1 grand prize winner and 1 hamper winner drawn.
- 7.2 Should unforeseen circumstances prevent the draw from taking place on the set draw date; the draw will be moved to the next available date.

- 7.3 The Promoters decision is final, and no correspondence will be entered into. Should the winner not be contactable telephonically within 48 hours, the prize will be transferred to the next randomly selected entry.
- 7.4 Proof of eligibility, in the form of a valid South African identity book/resident permit/work permit/or driver's license, as well as proof of address and any other document which may be requested to enter the Promotion, must be provided to the Promoter upon request.
- 7.5 The Promoter reserves the right to disqualify anyone entering the Promotion that is not able to provide the requested documentation to the Promoter within 48 hours of the first request for documentation.
- 7.6 Winners will be announced on social media and by participating in this competition, the winner gives permission for their name and picture to be used in advertising and/or media free of charge.

## **8 TERMS OF DELIVERY:**

- 8.1 The prizes are based on set preselected models, winners are not able to choose the model/features/specifications/colour of the prize/s and will accept the prize as is at their own risk.
- 8.2 The physical prizes will be delivered to the winner's preferred residential or work address (within major cities) within 6 weeks from receiving all the requested documentation/information. Deliveries will only be made to physical addresses (no postal addresses) where someone is able to sign for the prize on weekdays during working hours. The immediate costs (such as the cost of the prize and delivery) shall be covered by the promoter, upon delivery any further costs will pass to the winner (this includes but is not limited to insurance of the prize, maintenance, or replacement). Any risks in relation to the prizes will pass to the winner once delivered regardless of who has signed for the parcel at the specified address.
- 8.3 The promoter is not responsible for any undelivered prizes due to any incorrect details being provided by the winner with regards to their preferred delivery address or being unavailable to sign for their prize. The promoter will not be responsible for any lost, stolen or damaged prizes once the prize has been signed for. The courier may allow someone other than the consignee present at the delivery address to sign for the prize delivery if the consignee is unavailable or

unreachable – it is therefore the winner’s responsibility to ensure they provide a safe low risk address/destination for delivery.

- 8.4 Should the winner notice any product defects (for physical prizes) they have 3 months to request the purchase/warranty details specific to the prize. Thereafter no recourse/claims will be allowed, and no further discussions will be entered into.

## **9 INDEMNITY**

- 9.1 To the extent permitted by the Consumer Protection Act and any other applicable law:
- a. The participant and/or winner(s) hereby indemnifies the Promoter, its associated companies (directors, officers and employees) and agents against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Promotion.
  - b. The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).
- 9.2 The Promoter reserves the right, at any time, to verify the validity of participants (including but not limited to a participant’s identity, age and place of residence) and to reject any participant who has not complied with these Terms and Conditions. Errors and omission may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9.3 The Promoter reserves the right to carry out reasonable due diligence to help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter’s brands into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Promotion as determined by Promoter in its sole discretion.
- 9.4 Neither Promoter nor its agents or distributors will have any liability in relation to this promotion.

## **10 CONFIDENTIALITY**

- 10.1 Participants of this promotion are voluntarily providing their personal information to the Promoter, its associated agencies and the third-party service providers running the promotion in conjunction with the Promoter. By entering this competition, participants authorize the Promoter to collect, store and use (not share) personal information of participants for communication or statistical purposes. Participants are entitled to decline any marketing communication and inform the Promoter in writing should the participant wish to be removed from all communication.
- 10.2 By entering this competition, the participant consents that the Promoter may use names and images taken of the winners/participants for publicity purposes, without any further remuneration being payable to the winner. All promotional material will become the sole property of the Promoter. However, the participant/winner has the right to decline participating in any promotional activity or to object to these images being used by written notification to the Promoter at 11 Main Road, Wellington, 7655, South Africa. The written notification is to reach the Promoter by no later than the stipulated draw date.

## **11 GENERAL**

- 11.1 The Promoter will not be responsible for any non-delivery of entries.
- 11.2 The Promoter is not responsible for any errors, non-deliveries or crossed lines caused by cellular phone service providers or networks and cannot be held liable for any resulting errors or prize misallocations.
- 11.3 You may only enter the Promotion as an individual; any entries that, in the Promoter's absolute discretion, have been made via participation in a syndicate will be disqualified.
- 11.4 Any entries made, in the Promoter's discretion, via any form of machine assisted intervention enabling multiple entries will be disqualified.
- 11.5 The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Competition and any prizes, terms and conditions, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonably deems necessary. All participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents.
- 11.6 The onus rests on the participants to check the website for updates to the Terms and Conditions.

- 11.7 No liability shall lie on the Promoter in favour of any participant, winner(s) and/or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Promoter and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Promoter.
- 11.8 The Promoter may refuse to award a prize to any participant/winner in the event that that they reasonably believe, in their sole discretion, that the winner is not eligible to win, fails to accept the prize, has acted in a manner that is not in the spirit of the Promotion, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Promotion, if there is any suspicion of any irregularities or fraudulent activities, 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, or the winner fails to provide the Promoter with the required information to hand over the prize. In any of these circumstances the winner will forfeit the prize, the Promoter's decision shall be final, and no correspondence will be entered into. In addition, any entrants/participants/winners suspected of fraud will be disqualified from any future Promotions run by the Promoter or their associated agents.
- 11.9 If part or all of any clause of these Terms and Conditions is illegal, invalid or enforceable:
- a. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
  - b. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- 11.10 Any dispute with number ownership (such as more than one individual claiming to be the owner of the same number – verbally or otherwise) will result in immediate disqualification of both the number and the individuals and no negotiations will be entered into.
- 11.11 Neither the Promoter nor its agents or distributors will have any liability whatsoever, to any of the participants in relation to their participation in this Promotion.
- 11.12 The Promoter reserves the right to disqualify any Winner without informing the Winner in case such Winner fails to comply with the Promotion's terms and conditions.

- 11.13 Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.
- 11.14 All terms and conditions are subject to the laws of Republic of South Africa and should a doubt or dispute occur, it will be taken before the courts of the Republic of South Africa. This Promotion is not applicable in conjunction with any other offers/ promotions offered by the Promoter.
- 11.15 For help or enquiries please call the helpline on 0861 NULAIID (685243) or email [info@prizevoucher.com](mailto:info@prizevoucher.com)