

## **TERMS AND CONDITIONS: Nulaid Live for Legacy Campaign 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 Live for Legacy Competition. Please refer to the below page for the current Terms and Conditions for this Promotion: <https://www.nulaid.co.za/competitions.php>

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

Nulaid Live for Legacy 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 01<sup>st</sup> August 2022 to 30 October 2022 ("the Promotion Period"). No entries received after midnight on 30 October 2022 will be accepted.
- 2.2 The duration of the Promotion may be extended or curtailed at the discretion of the Promoter.

### **3. WHO MAY PARTICIPATE IN THIS COMPETITION:**

- 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 participation in this competition for the duration of the Promotion Period as well as for the period during the delivery or collection of the prizes takes place.
  - d. 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 participation in the competition:

4.1.1 Purchase any participating 30's pack large, extra large or Jumbo Nulaid eggs.

4.1.2 Scan the QR code on the Nulaid packaging

4.1.3 Keep your qualifying till slip within reach as you will need to upload a photo of your unique till slip to complete your entry. Upload your unique till slip

4.1.4 It is the participant's responsibility to ensure that the image of the till slip being sent is of the full till slip and is clear. Till slips to include the store name, till slip number, date and product purchased in order to be eligible. Unclear till slips will be regarded as invalid. Similarly, illegible, duplicate, or incorrect till slips will be regarded as invalid.

4.1.5 The unique purchase invoice must be dated and timed before the entry date and time.

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.

4.3 Please note that no other Promoter products are eligible for this Promotion, other than those products mentioned above.

4.4 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 for a new and unique purchase (with a unique invoice number) and in accordance with the above entry requirements. Should there be any dispute in this regard; the Promoter's decision will be final.

5.2 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.

- 5.3 A participant may only win one prize. Should there be any dispute in this regard; the Promoter's decision will be final.
- 5.4 The Promoter reserves the right to withhold prizes from any such Participant and to reclaim prizes if a breach of any rule is subsequently discovered or suspected.
- 5.5 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 Grand Prize: 5 Day Cape Town Package for 4 people
- 6.2 Prizes are not transferrable or exchangeable and if not taken up for any reason, may be forfeited.
- 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.
- 6.4 The Grand Prize is a travel package for 4 people to Cape Town valued up to R50 000. The package includes 4 night's stay in a two Bedroom and one bathroom apartment and including return flights (from Port Elizabeth or Bloemfontein or George), R1000 Uber Voucher, Meal allowance and sightseeing activities. This is a set package and may not be customised or changed. Transport to and from the airport, when applicable is for the winners own account. It is the winner's responsibility to arrive at the airport on time and no flight bookings will be rescheduled or replaced should the winner and accompanying travelers miss their flights for any reason whatsoever. The winner plus accompanying travel companions must depart from the same city. Accepted travel dates will be between 15 November 2022 and 05 December 2022, OR 15 January 2023 and 28 February 2023, subject to availability and package prices. Travel dates over school holidays or during peak seasons are subject to availability and may result in shortened dates or exclusions in the travel package to accommodate the increased rates. The winner and travel companions must all have valid passports and South African Identity Documents at the time of receiving the phone call to confirm them as a winner to accept the prize. The winner is to provide 3 separate

departure date possibilities within 2 weeks of the initial winner phone call so that availability may be checked. Should the desired dates be unavailable due to a lack of availability for flights or accommodation the winner is to provide 3 new dates until a booking can be confirmed. The prize value shall not be increased and should the preferred booking dates exceed the travel package price of R50000, alternative dates will be requested. Similarly, if the desired flights exceed the budgeted amount, the accommodation nights will be shortened to accommodate the flight prices. Bookings to be made a minimum of 4 weeks prior to preferred departure dates. Any costs incurred while travelling (not included in the package) are for the winner's own account and will not be reimbursed.

6.5 The accommodation venue and experience company or supplier's own terms and conditions (not listed here) will apply, and an agreement will be entered into between the winner and the supplier directly, not the Promoter or any of their agencies. The Promoter and their agencies are not liable for any loss, damages, or injuries, that may occur from accepting this prize. any replacement fees for any damaged or lost or stolen items, will be for the winner's own account and will not be covered by the Promoter or any of their agents.

6.6 Travel insurance is not included and will be for the winner's own account. Any costs incurred while travelling (not included in the package) are for the winner's own account and will not be reimbursed - this includes meals and/or beverages. All bookings are to be made/finalised before 1 December 2022. Bookings may be made for a later/advance date (up to 28 February 2023). Booking requests to be made a minimum of 4 weeks before your preferred booking date. Once the package has been booked, the prize is considered finalised and no adjustments or cancellations will be made. Should COVID19 and lockdown restrictions prevent local travel within SA, the package booking dates will be extended for a later date once restrictions have been lifted. The final package that is put together will have further terms specific to the package that will apply. The package will only be booked once the winner acknowledges the additional terms and inclusions/exclusions.

## **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/s will take place on 4 November 2022.

- 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 drivers 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 72 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 INDEMNITY**

- 8.1 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).
- 8.2 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.

- 8.3 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.
- 8.4 Neither Promoter nor its agents or distributors will have any liability in relation to this promotion.

## **9 DISCLOSURE OF PERSONAL INFORMATION**

- 9.1 In terms of the law known as the Protection of Personal Information Act, 4 of 2013, (POPIA) the Promoters will have to process the following personal information which belongs to you: name, address, email address, cell phone number or telephone contact details, and certain preferences about you, where and if applicable, in order to process and give effect to your entry and to notify all entrants whether they have won, which personal information has been received directly from you, and which will be shared on a need to know basis with certain third parties or employees of the Promoter, for the purposes of giving effect to this competition, including lawyers, advertising agencies, auditors, Information Regulator and the National Consumer Commission (NCC). Whilst we hold your personal information, we will keep it safe and secure until the purpose for holding it has come to an end, whereafter it will be destroyed, and you accept that by entering the Promotional Competition that you agree that we may process your personal information as indicated above.
- 9.2 The Participant understands that the personal information given to the Promoter, its associated agencies and the third-party service providers running the Promotion in conjunction with the Promoter, will be used by the Promoter for the purposes of:
- 9.2.1 assessing eligibility for the competition;
  - 9.2.2 contacting winners of the competition;
  - 9.2.3 possible future notifications of new promotions.
- 9.3 The Promoter may disclose a Participant's information where it has a legal duty in terms of applicable legislation, or where it may be deemed necessary in order to protect the Promoter.
- 9.4 By entering the competition, the Participant agrees:

- 9.4.1 that he/she has been notified of the purpose and reason for the collection and processing of such Personal Information.
  - 9.4.2 that he/she consents and authorizes the Promoter to collect, process and further process his/her Personal Information, for the purposes as set out in clause 4 above.
  - 9.4.3 to make available to the Promoter all necessary Personal Information required for the purpose of facilitating the competition.
  - 9.4.4 that the Promoter will 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.
  - 9.4.5 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 Quantum Foods (Pty) Ltd, 11 Main Road, Wellington, 7655, South Africa, Attention: Legal Department. The written notification is to reach the Promoter by no later than the stipulated promotion period.
- 9.5 Participants have the right to access the personal information that the Promoter holds about them. They further have the right to request that the Promoter updates, corrects or deletes their personal information on reasonable grounds. Once a Participant objects to the processing of their personal information, the Promoter will take all reasonable steps to amend the personal information accordingly. Objections need to be made by written notification to the Promoter at Quantum Foods (Pty) Ltd, 11 Main Road, Wellington, 7655, South Africa, Attention: Legal Department.

## **10 GENERAL**

- 10.1 The Promoter will not be responsible for any non-delivery of entries.
- 10.2 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.

- 10.3 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.
- 10.4 Any entries made, in the Promoter's discretion, via any form of machine assisted intervention enabling multiple entries will be disqualified.
- 10.5 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.
- 10.6 The onus rests on the participants to check the website for updates to the Terms and Conditions.
- 10.7 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.
- 10.8 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.
- 10.9 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.

- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 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.
- 10.14 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.
- 10.15 For help or enquiries please call the helpline on 0861 NULAIID (685243) or email [info@prizevoucher.com](mailto:info@prizevoucher.com)