



## **Terms and Conditions for the McCain “Made with McCain” Newsletter/Mailer sign up**

The name of the Campaign is “Sign up and win a Philips Avance Collection XXL Smart Sensing Airfryer.

The Competition commences 16 April 2021 and ends 14 May 2021 at 23:59:59.

### **1. Entrants**

- 1.1. Any person participating in this competition (“Competition”) does so on acceptance of these terms and conditions (“Terms and Conditions”).
- 1.2. McCain Foods SA (Pty) LTD, and their subsidiaries are collectively referred to as the “Promoters” in respect of the Competition for purposes of these Terms and Conditions.
- 1.3. The Competition will run from 16 April 2021 – 14 May 2021 after which date the Competition will automatically lapse and no further Rewards will be awarded.
- 1.4. This Competition is open to all South African residents and persons of the age 18 years or older, except the employees and their immediate families of the Promoters, the Promoters’ advertising and Promoter agencies, associated companies, and outlet owners and staff.
- 1.5. You may only enter the Competition as an individual; any entries that, in the Promoter’s absolute discretion, have been made via participation in a syndicate will be disqualified.

### **2. Reward**

- 2.1. 1 x Philips Avance Collection XXL Smart Sensing Airfryer

### **3. Competition**

- 3.1. In order to qualify, consumers must sign up to McCain newsletter on <https://mccain.co.za/retail/madewithmccain/>
- 3.2. Only one claim per entry is allowed
- 3.3. All valid entries during the campaign period will be included in the weekly draw

### **4. The Entry Mechanism**

- 4.1. In order to enter the Competition, consumers must sign up for Made with McCain newsletter via website at below link. <https://mccain.co.za/retail/madewithmccain/>

- 4.2. The winner of the Philips Avance Collection XXL Smart Sensing Airfyer is determined by instant random draw and will be notified directly on their provided email used for subscribing.
- 4.3. A Winners shall only be eligible for one prize notwithstanding how many times they have entered.
- 4.4. The Promoter is not liable for the failure of any technical element relating to this competition that may result in an entry not being successfully submitted.
- 4.5. Entries which are unclear, illegible or contain errors will be declared invalid.
- 4.6. No entries by post or any other form will be accepted.

## **5. Redemption**

- 5.1. Only valid emails will qualify to stand a chance to win the Philips Avance Collection XXL Smart Sensing Airfyer
- 5.2. Rewards cannot be exchanged for an alternative Reward, and no negotiations will be entered into.
- 5.3. The Promoters reserve the right to replace the offer with one of equal or greater value.
- 5.4. All Winners will be required to provide their names, ID numbers and contact details
- 5.5. Winners only have 7 working days (from the time they are contacted) to revert back with requested information with McCain. In the event that their details are not provided within this time frame, a new winner will be drawn.
- 5.6. The Participants consent, by taking part in the competition to the Promoter using the personal information collected through the competition to adjudicate the competition and for future marketing purposes by the Promoter themselves.

## **6. General terms**

Without detracting in any way from the Competition Rules, the following general provisions shall be applicable to these Rules.

- 6.1. The Promoters of this Competition will interpret the Rules in their sole discretion and reserve the right to amend the Rules at any time in accordance with the provisions contained in these Rules.
- 6.2. By entering and participating in the Competition, consumers agree that the Promoters may collect and process their personal information for purposes of this Competition and for the purpose of sharing future Competitions.
- 6.3. Consumers' details may be displayed on McCain owned social media platforms
- 6.4. The Promoters, their directors, members, partners, employees, agents, consultants, and any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with this Competition and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter this Competition.
- 6.5. In the event of a dispute, the decision of the Promoters will be final and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoters shall be entitled to deal with such disputes (or any failure by entrants to follow the rules) in their sole discretion, including that the Promoters shall be entitled, in addition to any other rights which the Promoters may have in terms of these rules, to immediately disqualify entrants from this Competition.

6.6. By entering the Competition and/or accepting any Reward, the consumers, users and/or winners hereby indemnify, release and hold harmless the Promoters (including their subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors (the “Promoters parties”): - From and against any actions, claims and/or liability for injury, loss, damage, expense, claim or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the Competition, and/or the use, acceptance or possession of a Reward, and/or participation (or non-participation) in a Reward related activity.

6.7. Consumers who, in the Promoters’ sole determination, act unlawfully, fraudulently, in breach of these Rules or otherwise dishonestly may be disqualified from participating in the Competition and shall not be eligible to receive any Reward.

6.8. Additional to any other rights contained in the Competition rules, the Promoters reserve the right to terminate the Competition at any time with immediate effect. If this is the case, the Promoters will provide a notice on the website and it shall be the responsibility of entrants to review such website in this respect. In such event, all consumers hereby waive any rights which they may have against any of the organiser parties and acknowledge that they will have no recourse or claim of any nature against the organiser parties.

6.9. The Promoters are not liable for any technical failure that may result in an entry not being successfully submitted. Any Reward is accepted by a recipient at his/her own risk and the Promoters are not liable, at any time, for any defect in the Reward.

6.10. The duration of this Competition may also be extended or curtailed at the sole discretion of the Promoters. If this is the case, the Promoters will provide notice of this on the website.

6.11. The Promoter will not be held liable for any harm or consequential loss as a result of use of the Reward.

6.12. If the consumer/s fail/s to comply with any of these rules or the terms of acceptance of the Reward/s, or if the consumer/s unreasonably refuse/s to sign the entrant/s declaration and supply acceptance form, the consumer/s will be disqualified and will forfeit the Reward.

6.13. The right of admission into the Competition rests solely with the Promoters.

## **7. Exclusions and other important terms**

7.1. 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 participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 (“CPA”).

7.2. By entering the Programme in accordance with its terms, Participants acknowledge that the Programme will be managed in accordance with the provisions of the CPA. Qualifying participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to, providing such personal information as may be required in order to facilitate handing over the reward.

7.3. Any personal data relating to a Winner or any other entrants will be used solely in accordance with current Act (Protection of Personal Information Act, No 4 of 2013) and POPI and will not be disclosed to a third party without the entrant’s prior consent.

7.4. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.

7.5. This contest is in no way sponsored, endorsed, administered by or associated with Facebook. You understand that you are providing your information to the Promoters and not to Facebook. The information you provide will be used for SMS communications for future Competitions should you opt in for future contact.

**For more details: email us [saf.hello@info.mccain.com](mailto:saf.hello@info.mccain.com) or [consumer@mccain.co.za](mailto:consumer@mccain.co.za)**