



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

### **1. Entrants**

- 1.1. Any person participating in the Competition does so on acceptance of these terms and conditions (“Terms and Conditions”).
- 1.2. McCain Foods SA (Pty) Ltd, and its 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 00: 01 on 17 December 2021 and will end on 15 January 2022 at 23:59 after which date the Competition will automatically lapse and no further entries will be accepted.
- 1.4. This Competition is open to all South African residents of the age 18 years or older. 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.
- 1.5. Participants may only enter the Competition as an individual; any entries that, in the Promoter’s absolute discretion, have been made by a person who is not a natural person, or via participation in a syndicate will be disqualified.

### **2. Reward**

- 2.1. A 64GB Samsung A22
- 2.2. One Reward is awarded to one Winner monthly.

### **3. The Entry Mechanism**

- 3.1. To qualify for a chance to win a Reward in any particular week, Participants must, in that week, sign up for the Made with McCain newsletter (“the Newsletter”) via the website link. <https://mccain.co.za/retail/madewithmccain/>.
- 3.2. By participating in the Competition, all Participants expressly opt in to receiving direct marketing communication from the Promoters via the Newsletter.
- 3.3. The Entries are pooled at the end of the promotional period and one Participant will be selected by random draw. A Participants will only be eligible for the Reward in the particular week in which they submitted an Entry. No Entries submitted in one week will go into the pool of Entries for the random draw for another week.
- 3.4. The Winner will be notified directly via the email address which has been used to sign up for the Newsletter.
- 3.5. A Winner shall only be eligible for one Rewards notwithstanding how many times they have entered by signing up to the Newsletter.
- 3.6. 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.
- 3.7. Entries which are unclear, illegible or contain errors will be declared invalid.
- 3.8. No entries via post or any other form will be accepted.

### **4. Redemption**

- 4.1. Rewards cannot be exchanged for an alternative reward, and no negotiations will be entertained.
- 4.2. The Promoters reserve the right to replace the Reward with one of equal or greater value.
- 4.3. In response to the direct email message from the Promoters notifying the Winner that they have won, the Winner who has been selected will have 7 (seven) working days from the date on which the email message from the Promoters has been sent, to claim the Reward by providing their name, email address, ID number and telephonic contact details to the Promoters as well as valid proof of identity (a green bar-coded ID book, passport, or drivers licence). This information shall hereafter be referred to as “Personal Information”.

- 4.4. By participating in the Competition, Winners consent to the Promoters obtaining, retaining, using and otherwise processing, the Personal Information furnished to the Promoters for the purposes of delivering the Reward to them. The Winners also consent to their names being published on the websites and various social media pages of the Promoters. Winners' names may be displayed on the website at [www.mccain.co.za](http://www.mccain.co.za).
- 4.5. Winners only have 7 working days (from the time they are contacted) to revert back with Personal Information. In the event that their details are not provided within this time frame, a new winner will be drawn. Should this occur, the Winner shall have no claim against the Promoters.

## **5. General terms**

- 5.1. All decisions pertaining to any aspects of the Competition are final and are made at the discretion of the Promoters. No further correspondence will be entered regarding their decision's respective decisions. The Promoters nor its agents will be held responsible or answerable to any Participant for any dispute arising from the Competition or Reward.
- 5.2. The Competition, its Prize, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Competition. Such altered terms and conditions and/or Prize shall become effective immediately after being altered or on such date as may be determined by the Promoters.
- 5.3. Participants 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.
- 5.4. In addition 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 their websites and it shall be the responsibility of entrants to review such websites in this respect. In such event, all consumers hereby waive any rights which they may have against the Promoters and acknowledge that they will have no recourse or claim of any nature against the Promoters.
- 5.5. 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 at [www.mccain.co.za](http://www.mccain.co.za).
- 5.6. The right of admission into the Competition rests solely with the Promoters.
- 5.7. Ordinary data charges apply when Participants enter the Competition.

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

- 6.1. By entering the Competition and/or accepting any Reward, the Participants, 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.
- 6.2. Notwithstanding clause 6.1. above, nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit, or avoid any rights or obligations created for either the Participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 (“CPA”).
- 6.3. By entering the Competition in accordance with its terms, Participants acknowledge that the Competition will be regulated by 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.
- 6.4. Any Personal Information will be used in line with the POPIA (Protection of Personal Information Act, 4 of 2013) and will not be disclosed to a third party without the Participant’s and Winner’s prior, informed consent.
- 6.5. These Terms and Conditions shall be governed by the laws of the Republic of South Africa. In the event of a dispute in connection to this Competition Terms and Conditions, the parties submit to the non-exclusive jurisdiction of the courts in South Africa.
- 6.6. The Promoter or a supplier of goods or services in connection with this Competition are not responsible for any errors, omissions and/or technical failures of any nature whatsoever throughout this Competition.
- 6.7. Links to these full Terms and Conditions will be made available on the various social media accounts of the Promoters and these full terms and conditions are available at [www.mccain.co.za](http://www.mccain.co.za).
- 6.8. More details can be obtained by emailing email [saf.hello@info.mccain.com](mailto:saf.hello@info.mccain.com) or [consumer@mccain.co.za](mailto:consumer@mccain.co.za).