

TERMS AND CONDITIONS:

For the Plates of **Promise, Plates of Promise, Young Chefs Initiative** Competition Under the auspices of SA Chefs' Association

Sponsored by **McCain Foods SA (Pty) Ltd.**

1. All persons ("the entrants") entering the **McCain Foods SA (Pty) Ltd** and SA Chefs' Association **Plates of Promise, Young Chefs Initiative** Competition (here forth referred to as "the promotional competition") agree that the promotional competition rules as set out in these terms and conditions are binding on them.
2. The promoter of the promotional competition is **McCain Foods SA (Pty) Ltd**
3. The promotional competition will run from **00:00am 06 December** until **23:59pm 15 March**
Entries received after the closing date and time will not be considered.
4. The entrants must submit an original recipe, using **McCain Brand Range (refer to annexure) ingredients** in their "gourmet" recipe. The recipe is the everyday recipe transformed into a gourmet dish through the addition of **McCain Brand Range** products
5. From all the entries received, 9 entrants will be selected by the judges to attend the semi-finals, that will determine 3 Finalists, and the subsequent winners with **the date and venue to be confirmed by the organisers.**
6. The entrants may only enter once and may only cook the gourmet recipe that they entered into the competition to qualify as a finalist.
7. The judges will determine the first, second and third prize winners at the cook off event and will utilise the criteria set out for the competition in these terms and conditions.
8. The promotional competition will be promoted through the distribution of an electronic newsletter by the SA Chefs Association to its official database.

McCain Foods SA (Pty) Ltd will also promote competition on its social media platforms and will carry the Ts &Cs on its website: <https://mccain.co.za/foodservice> The terms and conditions can also be viewed at <https://mccain.co.za/foodservice/young-chefs-challenge-2023>

9. WHO CAN ENTER?

Entrants must be registered for a Culinary qualification at an accredited Hospitality Institution over the entry period, and must have a valid identity document or passport and must reside in the Republic of South Africa, in any region - nationally, during the period of the promotional competition.

10. The entrant acknowledges that by partaking in the promotional competition, he/she has been given an appropriate opportunity to first read these terms and conditions before entering and that he/she understands and agrees to these terms and conditions.

11. Directors, members, partners, employees, agents or consultants of, or any other person who directly or indirectly controls or is controlled by the promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members of such persons, or anyone who supplies any goods or services in connection with this promotional competition, the sponsoring company/companies and/or agents and/or consultants involved in the promotional competition are not eligible for entry.

HOW TO ENTER

12. In order to enter the promotional competition and stand a chance to win a place in the top 9, entrants must:

12.1. Use their ingenuity and creativity to transform and elevate a **meal** and add the range from **McCain** to the recipe.

12.2. A minimum of **2 McCain ingredients** may be used in the recipe

12.3. The entered recipe must serve **2-4** pax.

12.4. A valid entry must be made up of a picture of the recipe for entry, a brief description of the recipe and the entrant must be registered to a Hospitality Institution during the period of entry.

12.5. Recipes must clearly state each of the ingredients required and a brief overview of the method of preparation. This recipe will be prepared at the semi-final event.

12.6. No responsibility is accepted for any entry that is not received, received late, damaged or destroyed for any reason whatsoever.

12.7. The entry must either be submitted **via WhatsApp on +27 21 137 6591 or on the website <https://mccain.co.za/foodservice/young-chefs-challenge-2023>**

12.8. No responsibility is accepted for any entry that is not delivered, received or is delayed or damaged due to technical, network or IT reasons. Proof of sending is not proof of receipt.

13. Entrants are expected to pay their own cost of connecting to the internet. Entries must be submitted by the entrants themselves. Entries submitted by a third party on the entrant's behalf will be disqualified.

PRIZES

Only the top **3 Finalists** at the **Final Ceremony Event** will receive prizes and these prizes will be awarded after the cook off event has been completed.

14. First prize: **R40 000 for the winning entrant, and R20 000 to the winning entrant's Culinary Institution that they are registered to for the campaign period PLUS** an extended publicity campaign around the winner in leading South African media PLUS a 3-month mentorship with a restaurateur advised by the organization.

15. Second prize: **R25 000 for the second place**

16. Third prize: **R15 000 for the third place**

17. The promoter reserves the right to substitute the prize for an alternative prize of equal or greater value should the prize promoted not be available due to unforeseen circumstances.

18. By entering the competition the entrant transfers all ownership rights of the recipe entered to the promoter and the promoter is given permission in perpetuity by the entrant to use the recipe in whichever way it sees fit.

DETERMINATION OF THE WINNERS

19. The judging panel will select the top 9 recipes based on the specific criteria set out in clause 23 below

20. The judging panel will be made up of a panel of professionals elected by the organisers.

21. The top 9 recipes will be selected based on the following criteria:

21.1. Originality of recipe

21.1.1. Recipe must be original, created by the entrant and cannot have been previously published digitally or in print

22.2. Suitability for target audience

22.2.1. The recipe must be suitable for current and future consumers

23.3. Promoting the objective of the competition

23.3.1. The objective is to showcase **McCain Products** as **diverse/ value driven/ nutritious/ delicious meals**

23.4. Use of **McCain** ingredients

23.4.1. The requirement of using only **McCain** ([refer to annexure](#)) ingredients but excluding herbs and spices must be adhered to.

23.5. Portion obedience

23.5.1. Recipes must serve **2-4 pax**

24. The top 9 semi-finalists will be determined by the judging panel who will consider and evaluate all the valid entries against the competition criteria in clause 23 above.

25. Once the judging panel has identified its top 9 (nine) recipes, these entrants will be notified via mobile that they have been granted entry into the cook off event.

26. The 9 semi-finalists will be contacted on the phone number and email address provided on the entry form as soon as is reasonably possible after the determination of the finalists has taken place.

27. In line with the data protection legislation, entry in the competition grants the organisers the right to publicize the names of the 9 semi - finalists on the **McCain LinkedIn, Facebook and Instagram pages** and through the SA Chefs' Association's network once they have consented to having their names disclosed. This announcement will take place within 14 (fourteen) working days from the date of the determination of the finalists.

28. The promoter will make 2 (two) attempts to contact each of the 9 semi-finalists. If the semi-finalist cannot be contacted personally within 2 (two) working days, or if after first being contacted by the promoter, is not reachable, or the finalist fails to provide the promoter with the correct information to contact him/her or if he/she cannot attend the top 9 cook off event then the finalist will not qualify for the next round. Should this happen the promoter will contact the judging panel to select an alternative top 9 finalist from the remaining qualifying entrants. This process shall continue until all the finalists have been contacted in terms of the terms and conditions.

29. Should the judges not be able to select entries of a sufficiently high standard to qualify for the competition cook off, the promoter, in conjunction with the judging panel can decide to have fewer finalists for the cook off event.

THE COOK OFF EVENT

30. The cook off will be held at a **date to be confirmed by the organisers**.

31. The top 9 semi- finalists will **recreate their dish** for the judging panel to taste and adjudicate at the event.

32. The finalists must be at the **venue which will be communicated by the organisers** and be ready to start the cook off at the designated time communicated by the organiser.

33. The promoter will supply and cover the costs of the ingredients as required by each participant's gourmet recipe.

34. The judges' decision on the day is final.

35. The judging panel will consist of SA Chefs accredited judges and a representative from **McCain (PTY) Ltd**. They will adjudicate the dishes according to judging criteria which will be communicated to the top 9 semi-finalists upon notification of their selection.

GENERAL AND DISQUALIFICATION

36. By entering the promotional competition, all entrants will be deemed to have accepted and be bound by the promotional competition terms and conditions and the promoter's decision regarding any issue with the promotional competition, including interpretation of these terms and conditions, will be final and binding and no correspondence will be entered into.

37. The winner will need to provide positive identification to the promoter to receive the prize and will be required to furnish the promoter with information as required by the CPA.

38. The promoter reserves the right to disqualify an entrant or select an alternative winner in the event that they reasonably believe, in their sole discretion, that the entrant is not eligible to enter, the winner is not eligible to win, they have contravened any of these terms and conditions, they have acted in a manner that is not in the spirit of the promotional competition, their conduct can be reasonably interpreted as being dishonest, scamming or circumventing the rules of the promotional competition, they have acted fraudulently with regards to the promotional competition, if it would be unlawful to award the prize or if the winner fails to accept the prize. In this instance the entrant will be disqualified from entering or the winner will be disqualified and forfeit the prize.

The promoter's decision shall be final, and no correspondence will be entered into.

PERSONAL INFORMATION AND FUTURE COMMUNICATION

39. By entering, an entrant acknowledges that personal information about the entrant will be shared with the promoter and their agents to the extent necessary to conduct the promotional competition and for prizes to be delivered to prize-winners.

40. All personal information relating to the entrants will be used solely in accordance with South African consumer and data protection legislation.

41. Where the entrant indicates that he/she would like the promoter to contact them in the future, he/she agrees that their relevant personal details will be held by the promoter and may be used by the same to send them information about the promoter's products and/or services.

42. If in the future, where entrants do not wish to receive further communications from the promoter and would prefer their details to be removed from its database, or if they simply wish to make corrections to their details on to how they receive communications from the promoter, they simply need to inform us in writing at: **Plates of Promise, Young Chefs Initiative Competition WhatsApp Entry Platform on +27 21 137 6591**

43. The winners have the right to decline permission to use their names or images in marketing material or participate in any marketing activity. Should the winners verbally or otherwise agree to it, the promoter may publish their names and images on, including but not limited to, the **McCain** Facebook page, Facebook account and/or website, if applicable, without any liability to the promoter or remuneration due to the winners.

LIABILITY AND RISK

44. NB: These terms and conditions and promotional competition rules contain certain terms and conditions which appear in similar text style to this clause and which may limit the risk or liability of the promoter or a third party; and/or may create risk or liability for the entrant; and/or may compel the entrant to indemnify the promoter or a third party; and/or serves as an acknowledgement, by the entrant, of a fact.

45. The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.

46. 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 entrant or the promoter in terms of the CPA.

47. All entrants to this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the promoter and all entities, subsidiaries or holding companies of the promoter, their directors, employees and agents, inclusive of the advertising agency, of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the promotional competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or willful misconduct of any indemnified party.

48. To the fullest extent permitted by law, by participating, the entrant indemnifies, releases and agrees to hold harmless the promoter, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from participating in the promotional competition, any promotional competition-related activity and/or acceptance, receipt, possession or use/misuse of any prize.

49. To the extent permitted by law, the promoter will not be liable for any defects in the prizes or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by entrants.

50. The promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.

GENERAL

51. The promoter reserves the right to shorten, extend, suspend the time period of the promotional competition or terminate the promotional competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The promotional competition, its prizes, and terms and conditions may be amended by the promoter/ organiser, at any time during the promotional competition, and will be applied and interpreted within their sole discretion. In such an event, all entrants waive any rights that they may have/purport to have in terms of this promotional competition, and acknowledge that they will have no recourse against the promoter/ organiser whatsoever.

52. South African law shall govern these promotional competition terms and conditions and the courts of South Africa shall have exclusive jurisdiction.

53. Should the promoter feel that the promotional competition terms and conditions need certain clarification, these will be available on the SAMFA website

www.mushroominfo.co.za and www.sachefs.co.za.

54. For more information or for a copy of these terms and conditions visit

<https://mccain.co.za/foodservice/young-chefs-challenge-2023>, www.sachefs.co.za or reach out via our WhatsApp competition line **+27 21 137 6591**