

TERMS AND CONDITIONS

Netflix Dawn of the Nugget

(“Competition”).

The promoter is Livekindly Collective Africa (Pty) Ltd and Foneworx (Pty) Ltd, which is contracted to promote this Competition (collectively “the Promoter”).

Any persons entering or participating in this Competition (“Participant”) accept and agree that by entering this Competition they have had an opportunity to read and consider these Terms and Conditions and that they are bound by these Terms and Conditions.

1. What is the Prize

1.1. A Participant stands a chance of winning 1 (one) of 150 (one hundred and fifty) Shoprite vouchers valued at R69,99 (sixty-nine rand and ninety-nine cents) each which can be redeemed at any Shoprite store to receive a promotional selected Fry’s product and Chicken Run Dawn of the Nugget Merchandise. The winners will receive the voucher via SMS and the Merchandise via Courier. (“Prize”).

1.2. The Prize is not transferrable and may not be exchanged for any other items. The Promoter reserves the right to substitute the Prize/s with any other prize of comparable commercial value.

2. Who can participate

2.1. Any person in South Africa who is 18 (eighteen) years or older may participate in this Competition.

2.2. No director, member, partner, employee, or agent of, or consultant to the Promoter, any person who directly or indirectly controls or is controlled by the Promoter or any supplier of goods or services in connection with the Promotion, or the spouses, life partners, business partners or immediate family members may enter this Competition.

3. How to Participate

3.1. To enter this Competition, Participants must:

3.1.1. Buy a promotional pack of Fry’s Plant-Based Nuggets 380g, Fry’s Plant-Based Popcorn 300g or Fry’s Chicken-Style Burger 320g.

3.1.2. Scan the QR Code on the promotional pack.

3.1.3. On the landing page of the Fry’s Website, enter your barcode and contact details.

3.1.4. Tick the box to agree to the terms and conditions.

3.2. Multiple entries are permitted as long as Participants retain their respective till slip/s as proof of purchase.

3.3. The data rates as charged by the Participant’s service provider will be payable by the Participant for all data usage in entering into this Competition.

3.4. Entries which are unclear, illegible or contain errors will be declared invalid.

3.5. A Participant’s entry(s) may be restricted if it is believed that their entries are excessive and any future entries and the entrant’s profile may be blocked until investigated.

3.6. The Promoter reserves the right to disqualify any entry if any act of fraud or dishonesty is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.

3.7. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.

3.8. The Promoter shall not be responsible for any lost, damaged, or delayed entries for any reason whatsoever, and proof of sending will not be accepted as proof of receipt by the Promoter. The Promoter is not liable for any technical failures affecting the participation and/or Prize redemption process of this Competition.

3.9. In the event that entry into this Competition is contingent on the Participant entering any website or social media page or application, the Participant hereby acknowledges that any and all costs associated with the required internet connection will not constitute a cost of entering into this Competition and shall be borne solely by the Participant.

4. Personal Information

4.1. By entering this Competition, the Participant consents to the collection, use, storage, disclosure, processing and further processing of his/her personal information (the Participant's name, ID number, banking details, cellphone number, address, personal preferences, and other personal information the Participant provides when entering and participating in this Competition) by the Promoter.

4.2. The purposes for processing personal information is to: (i) conduct this Competition; (ii) facilitate the Participant's participation in the Competition; (iii) communicate with the Participant and send direct marketing communication on Fry's Family Foods and similar products via SMS, telephone, email and WhatsApp and (iv) for market and product research.

4.3. Should the Participant object to the processing of his/her personal information and/or receipt of direct marketing, the Participant should send an email to Customerservices.africa@thelivekindlyco.com

4.4. By posting any content, images, or comments on any of the Promoter's public and/or social media platform, a Participant consents to and gives the Promoter a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the Promoter's products and/or services.

5. Indemnity

By entering this Competition, the Participant unconditionally and irrevocably indemnifies and holds harmless the Promoter, as well as its holding company, its subsidiaries and any subsidiaries of its holding company, and their successors and assigns, directors, employees, agents or consultants against all and any losses, claims, proceeding, actions, damages, (direct, consequential or otherwise) liability, demands, expenses, legal costs (on an attorney and own client basis) howsoever arising out of, based upon, or in connection with (directly or indirectly) the Participant's participation in the Competition and the Prize/s.

6. Duration

6.1. This Competition runs from 1 April 2024 and closes at 23:59 on 31 Oct 2024 (“Closing Date”). Any entries received after the Closing Date will not be considered.

6.2. The Promoter reserves the right to reasonably extend, shorten, suspend the time period of this Competition or terminate the Competition for technical, commercial, and/or operational reasons, or for reasons beyond its control. This Competition, Prize and Terms and Conditions may be reasonably amended by the Promoter, at any time during the Competition. In such event, all Participants waive any rights that they may have/purport to have in terms of this Competition, and acknowledge that they shall have no recourse against the Promoter whatsoever.

7. Results

7.1. The winner(s) will be selected by a random draw monthly during the months of May 2024 to October 2024. 25 (twenty five) winners will be drawn monthly.

7.2. The Participant(s) selected as the provisional winner(s) of the Prize(s) will be notified via telephone call by the Promoter within 7 (seven) working days of the date on which the provisional winner(s) is determined. In the event that the provisional winner(s) cannot be successfully contacted or fails to respond to the Promoter within this time, the Promoter reserves the right to select another Participant in substitution. The names of the winner(s) will be published on the Fry’s website at www.fryfamilyfood.com.

7.3. The Promoter will require the provisional winners and/or the winner/s to:

7.3.1. provide their name and identity number, to enable to Promoter to verify the entry;

7.3.2. provide a copy of the proof of purchase receipt;

7.3.3. sign an acknowledgement of receipt of the Prize, and indemnity; and

7.3.4. where the entry includes the submission of any work eligible for copyright in terms of the Copyright Act No. 98 of 1978, as amended conclude an agreement of assignment whereby any rights which the winner may have in respect of such works are transferred to the Promoter.

7.4. Should the provisional winner(s) refuse to comply with this rule for any reason then the provisional winner(s) shall be deemed to have rejected the Prize, and it shall revert to the Promoter.

7.5. Failure to claim the Prize or a refusal or inability to supply any documentation required by the Promoter in order to verify the Participant’s details or comply with any of the Competition requirements within 7 (seven) working days will disqualify the provisional winner and a new provisional winner may be drawn in terms of these rules.

7.6. The Promoter reserves the right to announce the name of the winner publicly. Any winner may be requested to attend the draw and announcement of the winner, to take part in the Promoter’s publicity campaigns or to allow their photo and likenesses to be used by the Promoter for promotional purposes. The winner is, however, entitled to decline such request.

7.7. Where a winner consents to take part in the Promoter’s publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.

8. Disputes

8.1. Should any dispute arise in relation to these Terms and Conditions, the Promoter's decision will be final, and no correspondence shall be entered into.

8.2. For more information or a copy of these Terms and Conditions, please visit the Fry's website at www.fryfamilyfood.com. Any Competition related queries may be directed to customerservices.africa@thelivekindlyco.com from Monday to Friday, 8:30am to 5:00pm.