PHENDULA COMPETITION TERMS AND CONDITIONS

- 1. The Promoters are Joekels Tea Packers (Pty) Ltd ("the Promoters").
- 2. The competition is open to all South African Residents above the age of 18 (Eighteen) who are in possession of a valid identity document; passport or document of proof of South African residency. Any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members may not enter or participate in the competition and will automatically be disqualified upon entry. Anyone who within a period of 183 (One Hundred and Eighty Three) days preceding this competition has won any competition organised, promoted, or conducted by Joekels Tea Packers (Pty) Ltd, or who resides at the same address as such a winner, or who uses the same telephone number will be automatically disqualified.
- 3. This competition is open from 1 June to 31 July 2024. Any entries received after midnight on the last day will not be valid and not be considered.
- 4. To enter participants will be required to:
 - 4.1 purchase 1 (One) pack of Phendula Tea from any major retailer in KwaZulu-Natal carrying the red competition sticker; and
 - 4.2 enter by sending the unique code on the back of the red sticker to the USSD number provided on the sticker.
- 5. You may enter this competition as many times as you like. By entering, you are accepting all the rules of this competition.
- 6. Entrants will stand a chance to win 1 (One) of 3 (Three) cash prizes to the value R10 000 (Ten Thousand Rand) each.
- 7. Winners will be selected at random by the an automated system or a person appointed by the Promoters.
- 8. The winners will be notified telephonically by 15 August 2024. The organisers will endeavour to contact the prize winners on the contact number with which they entered. If, however, they cannot be reached after 6 (Six) attempts have been made during business hours within a period of 72 (Seventy Two) hours for any reason whatsoever, the prize will be forfeited and another winner will be selected in accordance with the competition rules.
- 9. The prize is not transferable. Failure to provide a legitimate ID and bank details for the EFT of the prize money will disqualify the winner and a new winner may be drawn in their place at the sole discretion of the Promoters.
- 10. The Promoters shall have the right to terminate the competition immediately and without notice for any reason beyond its control requiring this. In the event of such termination, all participants agree to waive any rights that they may have in terms of this promotion and acknowledge that they will have no recourse against the Promoters, their agents or staff.
- 11. Participation in the competition constitutes acceptance of the competition rules and entrants agree to abide by the rules.

- 12. Except in so far as is provided for in the Consumer Protection Act 68 of 2008, the judges' decision is final and no correspondence will be entered into.
- 13. The Promoters and its affiliates will collect and use your personal data in order to enable your participation in this Competition and for related online activities. Your personal data will be used to enter you in this Competition and, by participating in the Competition, you consent to the transfer, storage and processing of the data in South Africa, which consent may be withdrawn at any time by written notification to the Promoters. We keep your personal data to fulfil the purposes for which it was collected or as required by applicable laws or regulations. We will not use your personal data for a different purpose without first obtaining your permission. We do not allow third parties to use your personal information.
- 14. By entering the competition, you grant the Promoters and their affiliated companies the right, except where prohibited by law, to use your name for Competition purposes in promoting or publicising the Competition, including right to name the winners of the prizes in public and/or any social media forum. The Promoters, however, do not have any obligation to use the winning entries for any purpose. The Promoters reserve the right to request that any images taken of the winners be used for marketing purposes in any manner they deem fit, without any further remuneration being made payable to the winners, which request the winners may decline. All entries become the property of the Promoters. By entering this competition, the Promoters reserve the right to communicate with you at any time during or after the competition, insofar as you have provided consent thereto and you may opt out from receiving such communication at any time.
- 15. All entrants indemnify the Promoters, their advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or losses resulting from their participation in this Competition arising from negligent acts or omissions of the Promoters.
- 16. The Promoters assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. The Promoters are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Promoters on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Competition or downloading any materials in this Competition.
- 17. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
- 18. The Promoter shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
- 19. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
- 20. The Promoter has the right in its sole discretion to summarily disqualify a winner who, at any time, does not act in accordance with the spirit of the promotional competition. A disqualified winner shall immediately forfeit their right, title or interest in any prize.

- 21. 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.
- 22. By accepting the terms and condition as set out herein, you confirm that you are aware of the information that is being collected by us and that this information will be solely processed for the purposes of this promotion.
- 23. Your privacy is important to us, for more information on how we process and secure your personal information; please see our <u>data privacy statement</u>.