

Snowflake Celebrate with Magic Competition Terms and Conditions

1. Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1 **“Promotion”** or **“Competition”** means the Snowflake Celebrate with more magic promotion starting on 15 October 2024 and ending at midnight on 15 December 2024, organised by the Promoter. 1.2 **“Promotion Period”** means 15 October 2024 up to and including 15 December 2024. 1.3 **“Goods”** means any of the Promoter’s Snowflake products. 1.4 **“Participant”** means a person who enters the Promotion. 1.5 **“Promoter”** means Premier FMCG (Proprietary) Limited (Registration Number 1968/002379/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa. 1.6 **“Prize(s)”** means the prizes that can be won in this Competition, as described in clause 4 below. 1.7 **“Participant Stores”** means selected retailers of the Goods in the Republic of South Africa participating in the Competition.

2. Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by these terms and conditions, which the Participant acknowledges to have read and understood.

3. Entry Requirements

3.1 In order to be eligible for participation in this Competition, a person must:

3.1.1 be a South African citizen or permanent resident over the age of 18 (eighteen); **3.1.2** successfully enter the Promotion in accordance with the entry mechanism set out in clause 3.3; and **3.1.3** adhere to the terms and conditions that apply to this Competition.

3.2 Participants may only enter this Competition in the Republic of South Africa.

3.3 To enter the Promotion, Participants must:

3.3.1 Purchase any 3 (three) Goods from Participating Stores. **3.3.2** Scan the QR code or visit www.snowflake.co.za **3.3.3** On the website, choose an occasion and select a theme within that occasion and motivate why the Promoter should host the celebration for you.

3.4. Entries received through any medium other than as stipulated above shall not be considered.

3.5. Participant must keep their till slip as proof of purchase.

3.6. Entries are limited to 1 (one) per Participant.

3.7. No entries submitted on behalf of a third party will be accepted.

3.8. Only entries received within the Promotion Period will qualify and entries received outside such period will not be considered.

4. Prizes and Award Terms

4.1. There will be 12 winners drawn from all qualifying entries throughout this Competition The winners will be divided as follows:

4.1.1. 3 (three) Grand Prize winners. **4.1.2.** 9 (nine) Weekly Prize winners. 1 (one) winner will be selected per week.

4.2. The Prizes are as follows:

4.2.1. Grand Prizes: a celebration worth R30,000 (thirty thousand rand) to be planned and executed by the Promotor **4.2.2.** Weekly Prizes: R1000 (one thousand rand) grocery voucher each

4.3. Selection process for Winners:

4.3.1 Weekly Prize Winners: Winners will be randomly drawn weekly from all qualifying entries throughout the Promotion Period. Winners will be able to choose from a selection of Participating Store. Vouchers will be issued based on the chosen retailer and sent directly to the winners. **4.3.2** Grand Prize Winners: Judging will take place at the end of the Competition from all qualifying entries. The outcome of the Competition depends on the merit of entries, and lot or chance plays no role. The entries will be judged based on the following criteria: **4.3.3** Emotional Connection: Express the personal significance of the occasion and share meaningful anecdotes or reflections. **4.3.4** Specific Values: Mention key aspects of the event that are important and meaningful to them **4.3.5** Tone of Gratitude: Convey appreciation for the Promotor's potential involvement and contribution. **4.3.6** Vision: Share your vision for the celebration; why the occasion and theme were chosen and how to align the vision with the values in 4.3.2.2. **4.3.7** The Promotor reserves the right not to award any Prize in the event that insufficient entries are received or if the Promotor is not satisfied with the quality of entries received. The decision of the Promotor or independent judge (as applicable) (acting reasonably) will be final.

4.4. Winners' notification period:

4.4.1 Weekly Prize Winners will be notified by the Promotor or its duly authorized agent via phone call in the week following the weekly draw and before 16 December 2024. **4.4.2** Grand Prize Winners will be notified by the Promotor or its duly authorized agent via phone call within 7 (seven) days of the Competition ending and an estimated 3 (three) weeks from the Winners notification date for planning and execution of the Celebration. **4.4.3** Winners may suggest or request a certain time, date, venue or alike. The Promotor will take these details under advisement but does not commit to any requests.

4.5. Winners' names will be available upon request by writing to the Promoter.

4.6. Winners will be required to provide their names, ID number, contact details, a copy of their ID, till slip and a finalist form and to sign an acknowledgment of receipt of the prize. The information contained in any documents received will be verified before the winner will receive their Prize. If the information cannot be verified for whatever reason, the Promotor reserves the right to select a replacement winner through a random draw from the remaining qualifying participants.

4.7. In the event that a winner cannot be successfully contacted within 24 hours of the final decision or is unable, for any reason whatsoever, to accept the prize, such winner will forfeit their prize. The Promoter reserves the right to select a replacement winner through a random draw from the remaining qualifying participants in the draw in accordance with same process and procedures as applicable to the original draw.

4.8. A winner will be entitled to win more than 1 (one) Prize in this Competition. However, this is limited to winning 1 (one) Weekly Prize and 1 (one) Grand Prize combination

4.9. Prizes are not redeemable for cash and cannot be transferred or exchanged. The Promoter reserves the right to substitute a Prize with another prize of equivalent value or nature.

5. Use of Personal Information

5.1 The Promoter may process and use the Participant's personal information for purposes relating to the Promotion. Click here to read the Promoter's privacy policy: <https://premierfmcg.com/privacypolicy>.

5.2 A Participant may ask the Promoter at any time during the Promotion Period to correct or confirm any personal information if it is wrong or out of date.

5.3 To the extent that elements of the Prizes are being provided by a third party, the personal information of the winners may be passed on to such third party for the sole purpose of prize fulfilment.

5.4 Each Participant warrants that they have the authority to allow the Promoter to use their personal information for purposes of the Promotion.

5.5 The Participant agrees that any photographs taken of them in relation to this Promotion will become the property of the Promoter to use in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation for use of the photograph.

6. Warranties and Indemnities

6.1 The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and each Participant hereby indemnifies and holds the Indemnified Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Promotion or receiving or using any Prize.

6.2 All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

7. Force Majeure

In the event of any act of God, strike, war, riot, civil commotion, lockout, fire, accident, or any circumstances of whatever nature arising or action taken beyond or outside the reasonable control of the Promoter preventing it from performance (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

8. Intellectual Property

The entrant grants to the Promoter a transferable, non-exclusive, worldwide, irrevocable, perpetual, royalty-free licence to use and sub-license the materials submitted by them in the Competition, including the intellectual property rights, image rights and personality rights in such materials, and shall participate in such reasonable promotional activities as the Promoter

may request. All entrants warrants that their entries are original and do not infringe on the rights of any third party.

9. General

9.1 The Promoter may in its sole and absolute discretion amend or update these terms and conditions at any time, by publishing the revised terms and conditions on its website.

9.2 The following persons may not enter the Competition or be eligible to win any of the prizes:

9.2.1 any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter; or **9.2.2** a supplier of goods or services in connection with the Competition.

9.3 The Promoter will not accept responsibility for entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

9.4 The Promoter reserves the right to disqualify any Participant who breaches any provision of these terms and conditions or if the Promoter determines that the Participant has attempted to manipulate the outcome of the Competition.

9.5 The Promoter may disqualify an entry if, in the Promoter's sole and absolute opinion, it contains any content which is obscene, vulgar, harassing, unlawful, illegal, harmful, inflammatory, hateful or otherwise objectionable or infringes the rights of any third party in subject matter or wording, or which is otherwise unsuitable for publication.

9.6 In the event of a dispute regarding any aspect of the Promotion and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.

9.7 In the event of a dispute regarding a winner chosen in accordance with these terms and conditions, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.

9.8 The Promoter reserves the right to cancel, suspend, amend or terminate the Competition or extend the Promotion Period at any time and without notice to the Participants.

9.9 The Promoter will never ask you to provide banking details in order to take part in a Promotion or Competition.

9.10 All enquiries regarding the Competition should be sent to the Promoter at customer care@premierfmcg.com or 0860 122 300 (SA only).

FOR WHOLESALE

1. Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1 **“Promotion”** or **“Competition”** means the Snowflake Celebrate with more magic promotion starting on 15 October 2024 and ending at midnight on 15 December 2024, organised by the Promoter. 1.2 **“Promotion Period”** means 15 October 2024 up to and including 15 December 2024. 1.3 **“Goods”** means any of the Promoter’s Snowflake products. 1.4 **“Participant”** means a person who enters the Promotion. 1.5 **“Promoter”** means Premier FMCG (Proprietary) Limited (Registration Number 1968/002379/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa. 1.6 **“Prize(s)”** means the prizes that can be won in this Competition, as described in clause 4 below. 1.7 **“Participant Stores”** means selected retailers of the Goods in the Republic of South Africa participating in the Competition.

2. Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by these terms and conditions, which the Participant acknowledges to have read and understood.

3. Entry Requirements

3.1 In order to be eligible for participation in this Competition, a person must:

- 3.1.1** If a natural person: be a South African citizen or permanent resident over the age of 18 (eighteen) **3.1.2** If a juristic person: a company duly incorporated and validly existing under the laws of the RSA and has full power and authority to conduct its business as currently conducted; **3.1.3** successfully enter the Promotion in accordance with the entry mechanism set out in clause 3.3; and **3.1.4** adhere to the terms and conditions that apply to this Competition.

3.2 Participants may only enter this Competition in the Republic of South Africa.

3.3 To enter the Promotion, Participants must:

- 3.3.1** Purchase any 3 (three) Goods from Participating Wholesalers and retain the proof of purchase; **3.3.2** Dial *120*22113# and follow the prompts.

3.4. Entries received through any medium other than as stipulated above shall not be considered.

3.5. Participant must keep their till slip as proof of purchase.

3.6. Entries are limited to 1 (one) per Participant.

3.7. No entries submitted on behalf of a third party will be accepted.

4. Prizes and Award Terms

4.1. There will be 12 (twelve) winners randomly drawn from all qualifying entries throughout this Competition. The winners will be divided as follows:

- 4.1.1.** 3 (three) Grand Prize winners selected at the end of the Promotion Period, **4.1.2.** 9 (nine) Weekly Prize winners. 1 (one) winner will be selected weekly.

4.2. The Prizes are as follows:

4.2.1. Grand Prizes: business upgrades worth R30,000 (thirty thousand rand). **4.2.2.** Upgrades include external store makeovers, mobile kitchens, business tool kits, kitchen appliances or any alternatives determined at the Promoters sole discretion. **4.2.3.** Weekly Prizes: R1000 (one thousand rand) cash.

4.3. Winners will be required to provide their names, company incorporation certificate if a company, till slip, ID number, contact details, a copy of their ID and a finalist form and to sign an acknowledgment of receipt of the prize. The information contained in any documents received will be verified before the winner will receive their Prize. If the information cannot be verified for whatever reason, the Promotor reserves the right to select a replacement winner through a random draw from the remaining qualifying participants.

4.4. Weekly Prize Winners will be notified by the Promotor or its duly authorized agent via phone call in the week following the weekly draw and before 16 December 2024. Grand Prize Winners will be notified by the Promotor or its duly authorized agent via phone call within 7 (seven) days of the Competition ending.

4.5. In the event that a winner cannot be successfully contacted within 24 hours of the final decision or is unable, for any reason whatsoever, to accept the prize, such winner will forfeit their prize. The Promoter reserves the right to select a replacement winner through a random draw from the remaining qualifying participants in the draw in accordance with same process and procedures as applicable to the original draw.

4.6. A winner will be entitled to win more than 1 (one) Prize in this Competition. However, this is limited to winning 1 (one) weekly prize and 1 (one) Grand Prize combination.

4.7. Prizes are cash and cannot be transferred or exchanged. The Promoter reserves the right to substitute a Prize with another prize of equivalent value or nature.

5. Use of Personal Information

5.1 The Promoter may process and use the Participant's personal information for purposes relating to the Promotion. Click here to read the Promoter's privacy policy: <https://premierfmcg.com/privacypolicy>.

5.2 A Participant may ask the Promoter at any time during the Promotion Period to correct or confirm any personal information if it is wrong or out of date.

5.3 To the extent that elements of the Prizes are being provided by a third party, the personal information of the winners may be passed on to such third party for the sole purpose of prize fulfilment.

5.4 Each Participant warrants that they have the authority to allow the Promoter to use their personal information for purposes of the Promotion.

5.5 The Participant agrees that any photographs taken of them in relation to this Promotion will become the property of the Promoter to use in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation for use of the photograph.

6. Warranties and Indemnities

6.1 The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and each Participant hereby indemnifies and holds the Indemnified

Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Promotion or receiving or using any Prize.

6.2 All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

7. Force Majeure

In the event of any act of God, strike, war, riot, civil commotion, lockout, fire, accident, or any circumstances of whatever nature arising or action taken beyond or outside the reasonable control of the Promoter preventing it from performance (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

8. General

8.1 The Promoter may in its sole and absolute discretion amend or update these terms and conditions at any time, by publishing the revised terms and conditions on its website.

8.2 The following persons may not enter the Competition or be eligible to win any of the prizes:

8.2.1 any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter; or **8.2.2** a supplier of goods or services in connection with the Competition.

8.3 The Promoter will not accept responsibility for entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

8.4 The Promoter reserves the right to disqualify any Participant who breaches any provision of these terms and conditions or if the Promoter determines that the Participant has attempted to manipulate the outcome of the Competition.

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8.6 In the event of a dispute regarding any aspect of the Promotion and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.

8.7 In the event of a dispute regarding a winner chosen in accordance with these terms and conditions, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.

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