

TINKIES FLAVA LEVELS COMPETITION - T&CS ("COMPETITION RULES")

Interpretation

In these Competition Rules, the following definitions apply (unless the context clearly indicates a contrary intention):

“the Act” means the Consumer Protection Act, 68 of 2008;

"Business Day" means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;

“Competition Rules” means these rules, as required by Section 36 of the Act;

“Participant” means an individual who enters the Promotional Competition and meets the criteria set out in any natural person who qualifies in terms of clause 4.1;

“POPI” means the Protection of Personal Information Act, No 4 of 2013;

“Promoter” means Tiger Consumer Brands Limited;

“Promotional Competition” means the competition to which these rules pertain as run by the Promoter during the Promotion Period;

“Promotion Period” means the period starting on 05 August 2024, and closes on 29 September 2024, at 23h59. No late entries will be accepted;

“Prize” means as further described in clause 6;

“Redeemable Period” means the period that the Participants have to redeem their Prize being:
within 30 (thirty) days from date of notification (as contemplated in clause 6.3) in respect of the JBL Headphones and JBL Partybox Speakers;

within 7 (seven) Business Days from date of notification (as contemplated in clause 6.3) in respect of the monetary voucher; and

“Winner” means a Participant who is successful in the Promotional Competition and is notified as such by the Promoter in terms of clause 7.

Introduction

The Promoter is offering a Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win the Prize, in terms of the Competition Rules set out herein.

The Consumer Protection Act

The Competition Rules contain certain terms and conditions which may:-

limit the risk or liability of the Promoter, or any relevant third party; and/or

create risk or liability for the Participant; and/or

compel the Participant to indemnify the Promoter or a relevant third party; and/or

serve as an acknowledgement, by the Participant, of certain facts.

The Participant

The Participant must be;

a natural person and may not be a juristic person;

18 (eighteen) years or older; and

a permanent resident or citizen of the Republic of South Africa.

The Participant, by entering into the Promotional Competition, expressly acknowledges that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to the Competition Rules.

It is a material term of the Promotional Competition that all Participants to this Promotional Competition participate entirely at their own risk.

No director, employee, agent or consultant of the Promoter(s), or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this Promotional Competition may participate in this Promotional Competition.

How to enter

To enter this Promotional Competition, Participants must:

buy 1 (one) or more Tinkies 6 (six) pack box; and

swipe his/her Shoprite/Checkers Xtra Savings card to gain automatic entry.

Each entry requires a purchase to be made within the Promotion Period to be declared valid. For the avoidance of doubt, a purchase is not limited to only 1 (one) purchase.

The Promoter is not liable for the failure of any technical element relating to this Promotional Competition that may result in an entry not being successfully submitted.

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

The Prize

The Prizes are as follows:

10 (ten) JBL Headphones (JBL LIVE770NCBLK_OVER-EAR NC HEADPHONES BLK) valued at R 1, 855.00 (one thousand eight hundred and fifty-five rand) each. For Participants who purchased only 1 (one) box of Tinkies during the respective month;

6 (six) JBL Partybox Speakers (JBL PBCLUB120_BT PARTY SPEAKER) valued at R 6, 254.00 (six thousand two hundred and fifty-four rand) each. For Participants who purchased 2 (two) boxes of Tinkies during the respective month; and

2 (two) monetary vouchers valued at R 50, 000.00 (fifty thousand rand) each, for Participants who purchased 3 (three) or more boxes of Tinkies during the respective month. Such monetary voucher will be deposited to the Winner's bank account (via bank EFT).

A person cannot win more than 1 (one) prize in this Promotional Competition.

The Winners will be selected by an audited random draw and will be notified telephonically within 1(one) week after the selection having taken place. In the event that any of the Winners cannot be successfully contacted following all reasonable attempts to do so the Promoters reserves the right to draw another Winner in substitution. The names of the Winners will be available on the Tiger Brands consumer care line. Any queries in this regard may be directed to the Tiger Brands consumer care line 0860101107.

Any prize not taken up for any reason within the Redeemable Period will be forfeited.

The Winner

There will be 9 (nine) Winners selected at the end of each month, and a total of eighteen (18) winners selected for this Promotional Competition.

By participating in the Promotional Competition, the Winner hereby accepts that the Winner will be asked to take part in further publicity relating to the Promotional Competition, with the Winner's permission, the Promoter may incorporate the Winner in publicity campaigns or allow their names and likenesses to be used for promotional purposes aligned with the Promoter's business, including but not limited to posting photos to the Promoter's website, Facebook and other social media pages.

The Winners may be required to sign a waiver of liability and indemnity before claiming their prizes.

All Winners will be required to confirm their identity and other particulars, in accordance with clause 10.3 below, in order to claim a Prize.

All Winners will be required to provide their names, ID numbers/passport numbers and contact details and to sign an acknowledgement of receipt of the Prize.

The Participants consent, by taking part in the Promotional Competition to the Promoter using the personal information collected through the Promotional Competition to adjudicate the Promotional Competition and for future marketing purposes by the Promoter themselves.

Where Participants/ Winners consent 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.

The Rules

The following rules apply to the Promotional Competition:-

the Participants must provide correct and up-to-date personal details as required by the Promoter with each referral sent to the Promoter and allow the Promoter to process such information in terms of POPI;

the Promoter reserves the right to amend these Competition Rules by bringing it to the Participants attention within a reasonable period of time and may terminate the Promotional Competition at any time. In such event, where the Promotional Competition is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotional Competition and acknowledge that they have no recourse against the Promoter, their employees, agents, partners, suppliers, or sponsors;

in the event of a dispute, the decision of the Promoter will be final and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoter shall be entitled to deal with such disputes (or any failure by Participants to follow the rules) in their sole discretion, including that the Promoter shall be entitled to immediately disqualify Participants from this Promotional Competition; and

unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Rules by a Participant and/or their parents/guardians, determined in the Promoter's sole discretion, may result in disqualification from the Promotional Competition and ineligibility to win any prize.

Indemnification

By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:

the Participant indemnifies and holds harmless the Promoter and its promotional partners, their employees and their agents ("the Indemnified Parties") of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Promotional Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and

the Participant accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by the Winner subsequent to claiming the Prize.

Prize Qualification Rules

A Prize may not be handed over to a Winner when it is prohibited by law for the Winner to use the Prize. The Winner must prove their eligibility to use the Prize. Once the Winner has been notified and the Prize has been handed over, the Winner must sign an acknowledgement of receiving the Prize.

The Participant must inform their employer of his/her participation in the Promotional Competition and must obtain consent to participate, if this is required, the Promoter accepts no responsibility in this regard should the Participant have failed to obtain the necessary consent, resulting in their inability to redeem the Prize.

The Winner must provide valid proof of identity (a green bar-coded ID book, passport or drivers licence) and proof of banking details (i.e. bank confirmation letter).

Any extras not included in the Prize as detailed above will be at the expense of the Winner.

The Promoter reserves the right to substitute the Prize with any other prize of similar commercial value to the Prize offered herein, at its sole discretion.

For further information or enquiries please email consumer services at tigercsd@tigerbrands.com or call us on 086 010 0878. Calls to this number will be charged by your cellular network service provider.

POPI

Any personal data relating to the Winner or any other entrants will be used solely in accordance with current Act (defined above) and POPI and will not be disclosed to a third party without the entrant's prior consent.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, X (formerly referred to as Twitter) or any other social network.

The Participant by part taking in the Promotional Competition consents to his/her personal information to be shared with the Promoter's employees, contractors or agents for the purpose of this Promotional Competition and for the purpose of sharing future promotions.