

## **LIQUI FRUIT FACEBOOK/INSTAGRAM SPLASH FILTER COMPETITION RULES**

1. The Promoter is Pioneer Foods Groceries (Pty) Ltd. ("The Promoter"), Registration number 1993/000454/07, is a company incorporated in the Republic of South Africa and having its registered address at Glacier Place, 1 Sportica Crescent, Tyger Valley, Bellville, 7530.
2. The "**LIQUI FRUIT FACEBOOK/INSTAGRAM SPLASH FILTER COMPETITION**" ("The Competition") is open to all residents of South Africa, 18 years of age or older with a valid South African identity document and an active Facebook or Instagram account, except directors, members, partners, employees, agents OR consultants of/or any other person who directly or indirectly controls or is controlled by the Promoter, its marketing service providers in respect of the Promotional Competition, or the spouses, life partners, business partners or immediate family members, OR anyone who within a period of 183 days preceding this Competition has won any competition organised, promoted, or conducted by Promoter, or who resides at the same address as such a Winner.
3. The Competition runs from Friday, 27 November 2020 to midnight on Friday, 15 January 2021 ('Last day'). Any entries received after midnight on this last day will not be valid and not be considered.
4. To enter, an Entrant must:
  - Post a video on their Facebook or Instagram profile showing us their splash face, using the splash filter.
  - All posts must use the hashtag #LiquiFruitSplashChallenge
5. An Entrant may enter as many times as they like, however, an Entrant will only be eligible to win one prize for the duration of the Competition.
6. By entering the Competition, Entrants give permission to the Promoter to use their entries in advertising and/or publications and publicity going forward.
7. The prizes to be won during the Competition are 1 of 10 Takealot vouchers worth R2 000 (two thousand rand) each.
8. The winners will be selected at random by a duly authorised representative of the Promoter whose decision will be final.
9. The Winners will be contacted by social media or telephonically by an affiliate of the Promoter. Phone calls may be recorded.
10. If a Winner cannot - for any reason whatsoever - be reached after 3 attempts have been made during business hours (i.e. between 8h00 AM and 17h00 PM, excluding public holidays) within a period of 72 hours, the Prize will be forfeited, and another Winner may be selected at the discretion of the

Promoter, in accordance with the Competition's rules as more specifically set out herein.

11. The winners will be announced on the @LiquiFruit Facebook page by 15 February 2021.

12. The Prizes are not transferable.

13. All risks in the prizes pass to the winner upon notification of having won a prize. Where necessary, the winner shall ensure that all prizes are insured against all risks including damage to the prize as well as damage to third party property and persons. Such insurance is for the cost of the winner and neither the Promoter nor any other party associated with the Competition will be liable for the costs thereof or be liable should such insurance not be taken.

14. The Promoter shall have the right to terminate the Competition immediately and without notice for any reason beyond its control. In the event of such termination, all Entrants agree to waive any rights that they may have in terms of this Competition and acknowledge that they will have no recourse against the Promoter, its agents and/or staff.

15. Where cash prizes are won, the winner may be required to provide proof of identity, proof of address as well as a tax clearance certificate or any other documents generally required by banks in terms of the Financial Intelligence Centre Act.

16. All guarantees for any tangible prizes which are won are carried by the manufacturer and/or supplier thereof and not by the Promoter who finds the purchase of the prizes but is not the supplier thereof and the Promoter makes no warranties, whether explicit or implied with respect to the prizes.

17. You will be required to provide your full name, email address and other related information when entering this Competition.

18. Participation in this Competition constitutes acceptance of the Competition's rules and the Entrants agree to abide by these rules as set out herein.

19. Except insofar as is provided for in the Consumer Protection Act (Act 68 of 2008), the Judge's decision is final, and no correspondence will be entered into during or after the Competition.

20. Contacting the Judge during the course of the Competition is strictly prohibited. Doing so will lead to immediate disqualification at the sole discretion of the Promoter.

21. By participating in the Competition, each Entrant consents 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 Promoter.

22. The Promoter will keep the Entrants' personal data to fulfil the purposes for which it was collected or as required by applicable laws or regulations. The

Promoter will not use any of the personal data collected for a different purpose without first obtaining the data subject's permission. The Promoter will not allow unauthorised third parties to use any of the personal information collected for the purposes of this Competition.

23. By providing a submission, you warrant that it is your own original work and that you are the owner of any intellectual property therein and grant the Promoter and its affiliated companies the perpetual royalty free right, except where prohibited by law, to use the contents thereof for any purpose whatsoever and to use your name for Competition purposes in promoting or publicising the Competition, including right to name the winner(s) of the prize(s) in public and/or any social media forum. Promoter, however, does not have any obligation to use the winning entries for any purpose. The Promoter reserves the right to request that any images taken of the winner or staff be used for marketing purposes in any manner they deem fit, without any further remuneration being made payable to the winner, which request the winner may decline. All entries become the property of Promoter. By entering this competition, the Promoter reserves the right to communicate with you at any time during or after the competition and you may opt out from receiving such communication at any time.

24. All entrants indemnify the Promoter, its 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 Promoter.

25. The Promoter assumes 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. Promoter is 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 Promoter 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.

26. The Promoter reserves the right to request that any images taken of the Winners be used for marketing purposes in any manner the Promoter may deem fit without any further remuneration being made payable to the Winners, which request they may decline.

27. All Entries become the property of the Promoter.

28. By entering this Competition, the Promoter reserves the right to communicate with the Entrants at any time during, or after, the Competition's closing date, whereas the Winner/s may opt out from receiving such communication at any time.

29. All Entrants indemnify the Promoter, its 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 Promoter.

30. The Promoter assumes 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.

31. The Promoter is 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 the Promoter 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.

32. If required by the Minister for Trade and Industry, the National Consumer Commission or National Consumer Tribunal, or for any other reason whatsoever, the Promoter will be entitled to terminate the Competition immediately without any notice to the Entrants. In such an event all Participants hereby waive any rights which they may have against the Promoter.

33. Any questions, comments or complaints regarding the Competition can be directed to the Promoter via the Consumer Advisory Service division on 0860 221 102 during office hours (between 8h00 AM and 22h00 PM, excluding public holidays) throughout the duration of the Competition.

34. This Competition is in no way organised, endorsed or administered by, or associated with, Facebook or any other social media forum. Entrants understand that you are providing your information to the Promoter and not to Facebook or any other social media forum. Any questions, comments or complaints regarding the Competition can be directed to the Promoter via the Consumer Advisory Service and not to Facebook or any other social media forum.

35. A copy of these rules can be obtained by request and are viewable on the @LiquiFruit Facebook page.