

TASTIC LEGACY FUND BURSARY Competition T&Cs (“**COMPETITION RULES**”)

1. Interpretation

- 1.1. In the Competition Rules, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:
 - 1.1.1. “**the Act**” means the Consumer Protection Act 68 of 2008;
 - 1.1.2. “**Competition Rules**” means the rules contained herein, as required by Section 36 of the Act;
 - 1.1.3. “**Participant**” means any natural person who qualifies in terms of clause 4.1 hereof and who enters into the Promotional Competition in terms of clause 5 hereof;
 - 1.1.4. “**POPI**” means the Protection of Personal Information Act, No 4 of 2013;
 - 1.1.5. “**Promoter**” means Tiger Consumer Brands Ltd;
 - 1.1.6. “**Promotional Competition**” means the competition to which these rules pertain as run by the Promoter during the Promotion Period;
 - 1.1.7. “**Promotion Period**” means the period starting on 00h00 20 April 2022 and closing on 31 May 2022 at 23h59. No late entries will be accepted.
 - 1.1.8. “**Prize**” means as further described in clause 6; and
 - 1.1.9. “**Winner**” means the Participant who is successful in the Promotional Competition and is notified as such by the Promoter in terms of clause 7.

2. Introduction

- 2.1. The Promoter is offering a Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win the Prize.
- 2.2. The Promoter hereby imposes the following Competition Rules in terms of Section 36 of the Consumer Protection Act.

3. The Consumer Protection Act

- 3.1. The Competition Rules contain certain terms and conditions which may: -
 - 3.1.1. Limit the risk or liability of the Promoter, or any relevant third party; and/or
 - 3.1.2. Create risk or liability for the Participant; and/or
 - 3.1.3. Compel the Participant to indemnify the Promoter or a relevant third party; and/or
 - 3.1.4. Serve as an acknowledgement, by the Participant, of certain facts.

4. The Participant

- 4.1. The Participant must be:
 - 4.1.1. A natural person and may not be a juristic person;
 - 4.1.2. Must be a legal student, registered with an accredited university/college;
 - 4.1.3. 18 years or older; and
 - 4.1.4. a permanent resident or citizen of the Republic of South Africa]
- 4.2. The Participant, by entering 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.
- 4.3. It is a material term of the Promotional Competition that all Participants' to this Promotional Competition participate entirely at their own risk.
- 4.4. No director, employee, agent or consultant of the Tiger Brands Group of Companies, or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this competition may participate in this competition.

5. How to enter

- 5.1. To enter this Promotional Competition, Participants must: *Comment and tell us why they deserve to win a bursary towards their tuition.* Comments must be shared on either Tastic's Facebook and Instagram accounts.
- 5.2. 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.
- 5.3. Entries which are unclear, illegible or contain errors will be declared invalid.

6. The Prize

[40] (forty) Participants stand a chance to win R25 000 (twenty five thousand rand) towards tuition. The Promotional Competition starts on 20 April 2022 and closes on 20 May 2022.]

- 6.1. The Winners will be selected by a random draw and will be notified telephonically within a week of each draw of the Promotion Period, of the selection having taken place. If any of the Winners cannot be successfully contacted following all reasonable attempts to do so, the Promoter reserves the right to draw another Winner in substitution. The names of the Winners will be available on the consumer care line. Any queries in this regard may be directed to the Tiger Brands consumer care line [0860 121 444.]
- 6.2. Any Prize not taken up for any reason of notification will be forfeited.

7. The Winner

- 7.1. There will be [40] Winners selected.
- 7.2. 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, 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, Instagram and other social media pages.
- 7.3. The Winners may be required to sign a waiver of liability and indemnity before claiming their Prizes.
- 7.4. All Winners will be required to provide their names, ID numbers or passport numbers, proof of enrolment at an institution and contact details, including their email address and to sign an acknowledgement of receipt of the Prize.
- 7.5. 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.
- 7.6. 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.

8. The Competition Rules

- 8.1. The following rules apply to the Promotional Competition: -
 - 8.1.1. 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;
 - 8.1.2. 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, its employees, agents, partners, suppliers, or sponsors;
 - 8.1.3. In the event of a dispute between the Promoter and a Participant/Winner, the decision of the Promoter will be final, and binding and no correspondence will be entered. 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 Competition Rules) in their sole discretion, including that the Promoter shall be entitled to immediately disqualify Participants from this Promotional Competition.
 - 8.1.4. Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Competition 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.
 - 8.1.5. During the Promotional Period, the Participants are only allowed 3 (three) entries per month.

9. Indemnification

- 9.1. By entering the Promotional Competition, the Participant expressly agrees to the following indemnifications:
 - 9.1.1. 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

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

10. Prize Qualification Rules

- 10.1. Participation in the Promotional Competition constitutes acceptance of the Competition Rules.
- 10.2. By entering the Promotional Competition Participants consent to their details being used for marketing campaigns by the Promoter.
- 10.3. The Winner will be notified by telephone or email. If Winners are uncontactable after attempting to contact them, their Prize will be forfeited.
- 10.4. 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.
- 10.5. The Participant must inform their employer of his/her participation in the 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.
- 10.6. The Winner must provide valid proof of identity (a green bar-coded ID book, smartcard ID, passport or drivers licence).
- 10.7. Any extras not included in the Prize as detailed above will be at the expense of the Winner.
- 10.8. 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.
- 10.9. For further information or enquiries please email consumer services at tigercsd@tigerbrands.com or call us on 0860 121 444 Calls to this number will be charged by your cellular network service provider.

11. POPI

- 11.1. The Winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to Winner or Participants will be used solely in accordance with current Consumer Protection Act (CPA)/ the Protection of Personal Information Act (POPI) and will not be disclosed to a third party without the Winner or Participant's prior consent.
- 11.2. Entry into the competition will be deemed as acceptance of these terms and conditions.
- 11.3. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social network.
- 11.4. 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 this Promotional Competition and for the purpose of sharing future promotions.