

**Bidfood – Chef's Shop Gqeberha & Chateau Gateaux May Birthday giveaway**

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**TERMS AND CONDITIONS**

The promoter is Bidfood – Chef's Shop Gqeberha branch.

Any persons entering or participating in this giveaway ("Participant") accept and agree that by entering this lucky draw they have had an opportunity to read and consider these Terms and Conditions and that they are bound by these Terms and Conditions.

Lucky draw date :10 May 2025,17 May 2025, 24 May 2025 and 31 May 2025

**1. What is the Prize;**

- 1.1. One participant stands a chance of winning one (1) of four (4) Chateau Gateaux Pinata cakes ("Prize").
- 1.2. The Prize is not transferrable, refundable and may not be exchanged for cash or any other items. The Promoter reserves the right to substitute the prize/s with any other prize of comparable commercial value.

**2. Who can participate;**

- 2.1. Any person who is 18 years or older may participate in this giveaway between the 7 May 2025 to 31 May 2025. Any entries submitted later than 14h00 on 31 May 2025, will be deemed illegible and will not be entered into the lucky draw.
- 2.2. No director, member, partner, employee, or agent of, or consultant to the Promoter, any person who directly or indirectly controls or is controlled by the Promoter or any supplier of goods or services in connection with the giveaway may enter this giveaway.

**3. How to Participate;**

- 3.1. To enter this giveaway, Participants must: purchase a Chateau Gateaux cake, take a photo of the cake, post the photo on Facebook or Instagram and tag Chef's Shop. The participant also needs to ensure they are following the Chef's Shop Instagram or Facebook accounts that they tag in their photo.
- 3.2 (4) winners will be selected by a random lucky draw on each Saturday in May, viz. 10 May 2025,17 May 2025, 24 May 2025 and 31 May 2025. The Winners will be contacted on each of these mentioned dates via email or telephone. If the winners cannot be contacted telephonically within a period of three (3) consecutive business days, the Promoter reserves the right to disqualify a winner and randomly select a replacement winner from the lucky draw entries – a minimum of three (3) contact attempts will be undertaken. In such circumstances, the replacement winner will be contacted telephonically. If the replacement winner cannot be contacted within the same time constraints, the prize will be forfeited back to the Promoters and no further winners shall be selected. The randomly selected person in the lucky draw will win one (1) Chateau Gateaux Pinata cake.
- 3.3 Once a winner has been chosen and notified, the winner will be required to redeem their prize as agreed electronically or telephonically at Chef's Shop Gqeberha (at 12-18 16th Ave, Walmer, Gqeberha, 6070.)

- 3.4 By participating in the lucky draw giveaway, Winner's consent to the Promoters obtaining, retaining, using and otherwise processing, the Personal Information furnished to the Promoters. The Winners also consent to their names being published on the websites and lawfully gives the rights to any images being posted across various social media pages of the Promoters.
- 3.5 If for whatsoever reason the winner rejects the prize, the Promoter reserves the right to select another winner without any remuneration whatsoever.
- 3.6 The Promoter shall not be responsible for any delayed entries for any reason whatsoever, and proof of sending will not be accepted as proof of receipt by the Promoter. The Promoter is not liable for any technical failures affecting the participation and/or Prize redemption process of this lucky draw.
- 3.7 In the event that entry into this lucky draw is contingent on the Participant entering any website or social media page or application, the Participant hereby acknowledges that any and all costs associated with the required internet connection will not constitute a cost of entering into this lucky draw and shall be borne solely by the Participant.
- 3.8 The Promoter reserves the right to reasonably extend, shorten, suspend the time of this lucky draw, or terminate the lucky draw for technical, commercial, and/or operational reasons, or for reasons beyond its control. For any possible reason, if the lucky draw is terminated by the Promoter, the Promoter is allowed to do so, without being held liable for any accumulated interest. This lucky draw, Prize and Terms and Conditions may be reasonably amended by the Promoter, at any time during the lucky draw. In such event, all Participants waive any rights that they may have/purport to have in terms of this lucky draw and acknowledge that they shall have no recourse against the Promoter whatsoever.

#### **4. Other important terms**

- 4.1. By entering the lucky draw and/or accepting any prize, the Participants, users and/or Winners hereby indemnify, release and hold harmless the Promoters (including their subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors (the "Promoters Parties") from and against any actions, claims and/or liability for injury, loss, damage, expense, claim or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the lucky draw, and/or the use, acceptance or possession of a prize, and/or participation (or non-participation) in a prize-related activity.
- 4.2. Notwithstanding clause 4.1. above, nothing in these Terms and Conditions is intended to or must be understood to, unlawfully restrict, limit, or avoid any rights or obligations created for either the Participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 4.3. By entering the lucky draw in accordance with its terms, Participants acknowledge that the lucky draw will be regulated by the provisions of the CPA. Qualifying Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to, providing such personal information as may be required in order to facilitate handing over the prize.
- 4.4. Any Personal Information will be used in line with the POPIA (Protection of Personal Information Act, 4 of 2013) and will not be disclosed to a third party without the Participant's or winner's prior, informed consent.

- 4.5. These Terms and Conditions shall be governed by the laws of the Republic of South Africa. In the event of a dispute in connection to this lucky draw Terms and Conditions, the parties submit to the non-exclusive jurisdiction of the courts in South Africa.
- 4.6. The Promoter or a supplier of goods or services in connection with this lucky draw are not responsible for any errors, omissions and/or technical failures of any nature whatsoever throughout this lucky draw.
- 4.7. Should the Participant object to the processing of his/her personal information and/or receipt of direct marketing, the Participant should send an email to [popia@bidfood.co.za](mailto:popia@bidfood.co.za).
- 4.8. Entries which are unclear, illegible or contain errors will be declared invalid.
- 4.9. The Promoter will not be held liable for lost, stolen, or damaged till slips.