

Magpie stand a chance to win 1 of 15 delivery bikes (5 per month March - May) TERMS AND CONDITIONS

Promo code: MAGPIE

1. Important Notice:

- 1.1 These terms and conditions contain certain terms and conditions which (i) may limit the risk or liability of the promoters or a third party, (ii) may create risk or liability for you; and/or (iii) may compel you to indemnify RFG Foods (Pty) Ltd or a third party; and/or (iv) may be an acknowledgement of any fact by you.
- 1.2 You acknowledge that by participating in the promotion, you have been given an appropriate opportunity to first read and understand these terms and conditions before participating in the promotion and you agree to them. By entering the competition, participants accept and agree to the terms and conditions of this competition.
- 1.3 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 ("the CPA").

2. This competition is organised by RFG Foods (Pty) Ltd (Registration No: 2012/074402/07 ("Organizer"), and Bidfood is contracted to promote the competition.

3. The competition commences 19th February 2024 and ends on 12th May 2024. 5 Winners will be announced each month of the promotion period, (5 on the 31st of March 2024, 5 on the 30th of April 2024 and 5 on the 31st of May 2024) Entries submitted in each particular entry period (19 February 2024 to 19 March 2024, 19 March 2024 to 19 April 2024, and 19 April to 12 May 2024) will not be applicable to any other qualifying period of the competition.

4. No entries will be accepted outside of this period.

5. Your company will only be eligible to enter this competition if:

- 5.1 Are a valid Bidfood Trading Account Customer and made the Purchase Online Only via www.mybidfood.co.za you are a registered Bidfood customer.
- 5.2 it is not unlawful to supply the prize to you in terms of any legislation or public regulation and the Organizer reserves the right to require proof that it will not be unlawful to supply same to you.

6. To participate in this competition:

- 6.1 Spend R5000 or more on the participating Magpie products on a single invoice, online only on www.mybidfood.co.za and enter **promo code: MAGPIE** at checkout on mybidfood to qualify for entry into the lucky draw.
- 6.2 Multiple entries are allowed provided that each entry is associated with a separate qualifying purchase. A participant may not win more than once for the duration of the competition. The Organizer reserves the right to withhold prizes from a Participant or reclaim any such prize if a breach of this rule is subsequently discovered.

- 6.3 Only the original purchaser of the product is entitled to use such purchase to participate.
- 6.4 Purchases made outside of the competition period do not qualify.
- 6.5 The Organizers and their associated partners, agencies, and suppliers are not liable for any technical failure that may result in any promotional purchase not being successfully concluded.
- 6.6 The Organizer and their agents accept no responsibility for difficulties experienced in submitting an entry to the promotion.
- 6.7 Competition is open to Bidfood South Africa Trading customers with valid Bidfood account numbers. Competition excludes Botswana and Food Trucks.

7. The Prize:

- 7.1 Entrants stand a chance to win 1 of 15 BIG BOY Velocity Cargo Delivery bikes (valued at R20 000) with a branded delivery box. Actual prize colour may differ from those depicted in the promotional posters. Product images are for illustrative purposes only and may differ from the actual product.
- 7.2 The Organizer reserves the right, at their sole discretion, to substitute the prize with another prize of comparable or greater commercial value for whatsoever reason.
- 7.3 Any costs or expenses incurred in respect of items not specifically included in the prize are for the winner's own account. The Organizer and its associates, if applicable, will not be responsible for any other expenses which the winner may incur as a result of their acceptance of the prize, whether foreseen or not.
- 7.4 To the extent that any taxes, duties, levies or other charges may be levied on the giveaway by the government or any other competent government or regulatory body, the participant will be liable therefore, and the Organizer will not increase the value of the giveaway to compensate for such charges.
- 7.5 The promotion is not transferable and may not be deferred, changed or exchanged for cash or any other item. The Organizer reserves the right to alter the giveaway for something of comparable commercial value.
- 7.6 The Organizers, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any giveaway nor in respect of any warranties or undertakings given by any person other than the Organizer themselves.

8. Prize Claims:

- 8.1 The winners will be drawn each month after the period 31 March 2024, 30 April 2024, 31 May 2024 and winners will be contacted within 10 business days after the draw have taken place. Winners Bidfood Account needs to be in good standing and not in arrears or on hold. (Winners will be contacted within two (2) business days of the draw having taken place. If the winner cannot be contacted telephonically within a period of three (3) consecutive business days, the Organizer reserves the right to disqualify a winner and randomly select a replacement winner from the competition entries – a minimum of 6 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.

8.2 Winners who are successfully contacted telephonically will be taken through the process of collecting their prize.

8.2.1 Winners will be required to submit the following:

- Company profile.

Failure to complete this process within five (5) working days will result in the winner forfeiting the prize and the prize being awarded to a runner up.

Successfully verified winners will receive their prize as per agreed telephonically [at the](#) nearest Bidfoods branch within one month of notification. A successful prize claim will be subject to the winner being successfully verified. Verification includes, but is not limited to, checks being undertaken to ensure the products purchased in connection with the winning entry were not returned and/or were paid for by the winner. courier within 5 days, collection in store by X date, etc). The Organizer reserves the right to reclaim any prize if a breach is subsequently discovered.

8.3 The Organizer reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Organizer or any of the Organizer's brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promotion as determined by the Organizer in its sole discretion.

8.4 The Organizer may refuse to award the prize to a participant if there is suspicion of any irregularities or fraudulent activities.

8.5 If for whatsoever reason the customer rejects the prize, the organizer reserves the right to select another winner without any remuneration whatsoever.

9. The winner may be required to take part in publicity and participation in the competition is conditional on you agreeing to take part in such publicity. The winner will not be entitled to any remuneration for taking part in such publicity. All and any materials, including publicity materials, are the sole property of the Organizer.

10. Winners names will be published on the Organiser's social media platforms, winners are entitled to withhold their consent in this regard. In such circumstances where this consent is withheld, the winner will be identified in winner announcements solely by their initial and surname with no location info being included to satisfy the requirement of anonymity. Winners will be contacted via your Bidfood sales representative from the branch and announced on 8 April for the first month (March) winners, 8 May for the second month (April) winners, 27 May for the third month (May) winners.

11. Should you win the prize, you undertake to expeditiously do all things necessary to enable the promoters to comply with their obligations under the CPA.

12. The Organizer reserves the right to vary, postpone, suspend, or cancel the competition and any prize (if it has not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which the

Organizer reasonably deems necessary. In the event of such termination, all participants agree to waive any rights that they may have in terms of the promotional competition and acknowledge that they will have no recourse against the promoters, their advertising agencies, advisors, suppliers and nominated agents.

13. In the event of a dispute, the decision of the Organizer and its agency is final and binding and no correspondence will be entered into.
14. If the winner fails to comply with any of these rules or the terms of acceptance of the prize, this will be construed as a rejection of the prize and then, without prejudice to any other remedy which the Organizer and its associates may have, the winner will be automatically disqualified and will forfeit the prize.
15. No persons who are directors, members, partners, employees, or agents of, or consultants to, the Organizer and/or its parent or affiliated companies, their marketing service provider(s) utilized in connection with the Competition, any supplier of goods or services in connection with the Competition, any other person who directly or indirectly controls, or is controlled by, them, or any spouse, life partner, parent, child, brother, sister, business partner or associate of any of such persons, may enter the Competition.
16. You further accept and give the Organizer the right to transfer, where applicable, your personal information:
 - 16.1 to any of its third parties for the purpose of processing the information which shall accord with the Protection of Personal Information Act 4 of 2013 (POPI); and
 - 16.2 outside of South Africa, such transfer shall conform with the provisions of POPI.
17. The Organizer does not sell or rent personal information about individual members to third parties. We may, however, disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.
18. Our Privacy Policy is available here: <https://www.rfg.com/privacy-policy/>
19. The laws of South Africa govern these terms and conditions and participants agree to be subject to the exclusive jurisdiction of the South African courts.
20. To the maximum extent permitted in law, the Organizer and its directors, officers, managers, employees and agents, shall not incur any liability to any person for any injury, claim, loss or damage of any nature whatsoever, whether direct, indirect, consequential or otherwise, as a result of entering into, or arising from any cause whatsoever or howsoever arising from their participation in, the Competition or the use of any prize won thereunder (any such prizes being utilized at the own risk of any winner thereof).
21. The Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act 68 of 2008 ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Rules and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website: www.dti.gov.za
22. Any provision of these Rules or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.

23. These terms and conditions are subject to change without notice, from time to time at our sole discretion.
24. A copy of these terms and conditions may be accessed on Bidfood website www.bidfood.co.za
25. 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.

26. Participating Branches:

Bidfood Linbro Park

Bidfood Heriotdale

Bidfood Pretoria

Bidfood Mpumalanga

Bidfood Polokwane

Bidfood Free State

Bidfood George

Bidfood East London

Bidfood Gqeberha

Bidfood Empangeni

Bidfood Pietermaritzburg

Bidfood Durban

Bidfood Western Cape

27. Qualifying products are as follows:

Item	Item Description	Item Brand	Item Size	Base Unit Of Measure
CON0024	MUFFIN F/WRAP JUMBO BLUEBERRY	MAGPIE	24X120GR	CASE
CON0026	MUFFIN BATTER CAPPUCINO CHOC CHUNK	MAGPIE	1.36KG	TUBE
CON0027	MUFFIN F/WRAP JUMBO CARAMEL FUDGE	MAGPIE	24X120GR	CASE
CON0044	MUFFIN BATTER CHOC CHOC CHIP	MAGPIE	1.36KG	TUBE
CON0045	MUFFIN BATTER LEMON POPPY	MAGPIE	1.36KG	TUBE
CON0046	MUFFIN BATTER RAISIN BRAN	MAGPIE	1.36KG	TUBE
CON0049	MUFFIN BATTER BLUEBERRY	MAGPIE	1.36KG	TUBE
CON0054	MUFFIN BATTER CARAMEL FUDGE	MAGPIE	1.36KG	TUBE
CON0057	MUFFIN BATTER MIXED CASE ASSORTED	MAGPIE	1.36KG	TUBE
CON0133	MUFFIN F/WRAP JUMBO CAPPUCINO CHOC CHIP	MAGPIE	24X120GR	CASE
CON0185	MUFFIN F/WRAP JUMBO CHOC CHOC CHIP	MAGPIE	24X120GR	CASE

CON1054	MUFFIN CARAMEL FUDGE TOPPED & FILLED	MAGPIE	24X145GR	CASE
CON1055	MUFFIN CHOC CHOC CHIP FILLED	MAGPIE	24X145GR	CASE
CON1145	MUFFIN CARROT & CREAM CHEESE FILLED	MAGPIE	24X140GR	CASE
PRE0428	PIE SAUSAGE ROLL CHICKEN UNBAKED	MAGPIE	40X188GR	CASE
PRE0980	PIE UNBAKED BEEF ONION SLICE	MAGPIE	36S	CASE
PRE0981	PIE UNBAKED SPARE RIB SLICE	MAGPIE	36S	CASE
PRE0982	PIE UNBAKED CHICKEN MAYO SLICE	MAGPIE	36S	CASE
PRE0984	PIE UNBAKED CHICKEN & MUSHROOM OVAL FOIL	MAGPIE	36S	CASE
PRE0985	PIE UNBAKED CHICKEN PERI PERI OVAL FOIL	MAGPIE	36S	CASE
PRE0986	PIE UNBAKED MUTTON CURRY OVAL FOIL	MAGPIE	36S	CASE
PRE0987	PIE UNBAKED BEEF STEAK OVAL FOIL	MAGPIE	36S	CASE
PRE0988	PIE UNBAKED PEPPER STEAK OVAL FOIL	MAGPIE	36S	CASE
PRE0989	PIE UNBAKED CHICKEN OVAL FOIL	MAGPIE	36S	CASE
PRE0990	PIE UNBAKED STEAK & KIDNEY OVAL FOIL	MAGPIE	36S	CASE
PRE0991	PIE UNBAKED CORNISH PASTIE	MAGPIE	36S	CASE
PRE0992	PIE UNBAKED SPINACH & FETA PASTIE	MAGPIE	36S	CASE
PRE0993	PIE UNBAKED BEEF PUFF	MAGPIE	80S	CASE
PRE0994	PIE UNBAKED CHEESE PUFF	MAGPIE	80S	CASE
PRE0997	PIE UNBAKED BEEF SAUSAGE ROLL	MAGPIE	40S	CASE
PRE1505	PIE UNBAKED SAUSAGE ROLL CATER	MAGPIE	60X50GR	CASE
PRE0427	PIE UNBAKED BEEF SAUSAGE ROLL	MAGPIE	40	CASE
PRE0428	PIE SAUSAGE ROLL CHICKEN UNBAKED	MAGPIE	40	CASE
SNK0389	MUFFIN F/WRAP MIXED CASE ASSORTED	MAGPIE	48X55GR	CASE
SNK1478	PIE ROAST CHICKEN SQUARE MINI	MAGPIE	70X40GR	CASE
SNK1477	PIE SPINACH & FETA ROUND MINI	MAGPIE	70X40GR	CASE
PRE1484	PIE UNBAKED PEPPER STEAK MINI	MAGPIE	70X40GR	CASE
PRE1067	PIE UNBAKED CHEESE GRILLER	MAGPIE	40S	CASE
PRE0907	PIEBURGER CHICKEN UNBAKED	MAGPIE	24X245GR	CASE
PRE0906	PIE UNBAKED BURGER CHEESE	MAGPIE	24X245GR	CASE
PRE0983	PIE UNBAKED SMOKEY BEEF & CHEESE SLICE	MAGPIE	36S	CASE