

## **Terms and Conditions for National Brands Limited – Bidfood Competition**

### **1. Entrants**

- 1.1. Any person participating (a “Participant”) in the Competition does so on acceptance of these terms and conditions (“Terms and Conditions”).
- 1.2. National Brands (Pty) LTD (“NBL”) and their subsidiaries are each referred to as a “Promoter” in respect of the Competition for purposes of these Terms and Conditions.
- 1.3. The Competition will run from 24<sup>th</sup> June – 7<sup>th</sup> July 2024 after which time the Competition will automatically lapse and no further entries will be accepted.
- 1.4. The Promoter, their directors, members, partners, employees, agents, consultants, and any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with this Competition and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter this Competition.
- 1.5. Participants may only enter the competition as the operator's representative; any entries that, in the Promoter's absolute discretion, have been made by a person who is not a natural person, or via participation in a syndicate will be disqualified.
- 1.6. By entering the competition, participants accept and agree to the T's and C's.

### **2. Competition Prize**

- 2.1. Participants stand a chance to win 1 (one) of 5 (five) R1 000 (One thousand Rands) MyBidfood vouchers for the campaign period.
- 2.2. Vouchers will be awarded at the end of the campaign period.

### **3. How to Enter**

- 3.1. Buy any participating products online only on MyBidfood ([www.mybidfood.co.za](http://www.mybidfood.co.za)) from the NBL promotional basket to the minimum value of R1000 on a single invoice and stand a chance to win 1 of 5 R1000 MyBidfood vouchers. There will be 5 x R1000 MyBidfood vouchers given away at the end of the campaign period and the lucky draw will take place by 31<sup>st</sup> July 2024. Multiple entries are permitted.
- 3.2. Winners will be contacted within 5 (five) working days of the draw. Thereafter, each winner will be contacted using the contact details provided and they must therefore ensure that Bidfood have their correct, updated details. If a Winner cannot be contacted after sending three emails and/or three phone calls on three consecutive business days, the Voucher will be forfeited and another draw will take place. Should this occur, the Winner shall have no claim against the Promoters or Bidfood.
- 3.3. Entries which are unclear, illegible or contain errors will be declared invalid.
- 3.4. Any Bidfood trading account customer with a valid Bidfood account number who is a juristic person, or a natural person may participate in this Competition.

### **4. Redemption**

- 4.1. Vouchers cannot be exchanged for an alternative Voucher and/or no negotiations will be entertained.
- 4.2. Any Participants with accounts in arrears during the Competition Period cannot participate in the Competition and will be automatically disqualified from the Competition. Participants accounts need to be in good standing.
- 4.3. The Promoters reserve the right to replace the Voucher with one of equal or greater value.
- 4.4. By participating in the Competition, Winner's consent to the Promoters obtaining, retaining, using, and otherwise processing, the Personal Information furnished to the Promoters for the purposes of delivering the Voucher to them. The Winners also consent to their names being published on the websites and various social media pages of the Promoters.
- 4.5. The Winners must sign an acknowledgment of receipt of the Voucher.

## **5. General terms**

- 5.1. All decisions pertaining to any aspects of the Competition are final and are made at the discretion of the Promoters. No further correspondence will be entered regarding their decision's respective decisions. The Promoters nor its agents will be held responsible or answerable to any Participant for any dispute arising from the Competition or Voucher.
- 5.2. The Competition, its Vouchers, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Competition. Such altered terms and conditions and/or Vouchers shall become effective immediately after being altered or on such date as may be determined by the Promoters.
- 5.3. Participants who, in the Promoters' sole determination, act unlawfully, fraudulently, in breach of these Rules or otherwise dishonestly may be disqualified from participating in the Competition and shall not be eligible to receive any Voucher.
- 5.4. In addition to any other rights contained in the Competition rules, the Promoters reserve the right to terminate the Competition at any time with immediate effect. If this is the case, the Promoters will provide a notice on the Bidfood website, and it shall be the responsibility of entrants to review such websites in this respect. In such event, all consumers hereby waive any rights which they may have against the Promoters and acknowledge that they will have no recourse or claim of any nature against the Promoters.
- 5.5. The duration of this Competition may also be extended or curtailed at the sole discretion of the Promoters. If this is the case, the Promoters will provide notice of this on [www.bidfood.co.za](http://www.bidfood.co.za).
- 5.6. The right of admission into the Competition rests solely with the Promoters.
- 5.7. Ordinary data charges apply when Participants enter the Competition.

## 6. Participating Products:

Item Code	Item Description	Item Brand	Item Size
BEH1933	Ciro Hot Chocolate Pouch (1 x 1kg)	Ciro	1KG
BEH2811	HIAM 50's – Creamy Cappuccino	Hug In A Mug	50 x 24g Box
BEH2810	HIAM 50's – Hazelnut Cappuccino	Hug In A Mug	50 x 24g Box
BEH2867	HIAM 50's – Hazelnut Marshmello	Hug In A Mug	50 x 24g Box
BEH2807	HIAM 50's – Vanilla Cappuccino	Hug In A Mug	50 x 24g Box
BIS0490	Bkrs Tennis 12X200G	Bakers	12X200G
BIS0410	Bkrs Romany Creams - Original	Bakers	12X200G
BIS041	Bkrs Choc Kits Classic Choc	Bakers	12X200G
BIS041	Bkrs Choc Kits White Choc	Bakers	12X200G
BEH1969	FRoses Rooibos Select Envelope 200X2G	Five Roses	200X2G
BEH1973	FRoses Original Envelope 200X2 5G	Five Roses	200X25G

## 7. Exclusions and other important terms

- 7.1. By entering the Competition and/or accepting any Voucher, 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 for damages of any kind resulting in whole or in part, directly or indirectly, from participation in the Competition, and/or the use, acceptance or possession of a Voucher, and/or participation (or non-participation) in a Voucher-related activity.
- 7.2. Notwithstanding clause 7.1. 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").

- 7.3. By entering the Competition in accordance with its terms, Participants acknowledge that the Competition 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 to facilitate handing over the voucher.
- 7.4. 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 informed consent.
- 7.5. 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 Competition Terms and Conditions, the parties submit to the non-exclusive jurisdiction of the courts in South Africa.
- 7.6. The Promoter or a supplier of goods or services in connection with this Competition are not responsible for any errors, omissions and/or technical failures of any nature whatsoever throughout this Competition.
- 7.7. 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).
- 7.8. Competition is open to Bidfood South Africa Trading customers with valid Bidfood account numbers. Competition excludes Botswana and Food Trucks.
- 7.9. Participating Branches:
- Bidfood Linbro Park
  - Bidfood Alberton
  - 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