



Client:	McCain
Job Number:	FBA13192
Description:	Bidfood POTATO Ts&Cs
Date:	22/01/2024
Version:	1
Copywriter:	Richard Liefeldt

Terms and Conditions for the McCain Potato - Bidfood Operator Incentive (PROMO CODE: McCain)

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. McCain Foods SA (Pty) LTD (“McCain”) and their subsidiaries are each referred to as a “Promoter” in respect of the Competition for purposes of these Terms and Conditions. Bidfood is contracted (the “Promoters Parties”) to host the competition.
- 1.3. The Competition will run from **4 March 2024 to 28 April 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 20 (twenty) R2 000 (Two thousand Rands) vouchers for the competition period.

3. How to Enter

- 3.1. Buy any participating products from the McCain Potato range online only on mybidfood to the minimum value of R500 on a single invoice and use the promo code **McCain** at checkout on (www.mybidfood.co.za) to enter the competition and stand a chance to win 1 of 20 R2000 MyBidfood vouchers. Multiple entries are allowed but provided that a participant can only win once.

4. Redemption

- 4.1. Vouchers cannot be exchanged for an alternative Voucher and/or cash and no negotiations will be entertained.
- 4.2. Winners will be contacted within 5 (five) working days of the draw. The lucky draw will take place by 3 May 2024 and vouchers will be added to winners accounts by 30 May 2024.
- 4.3. Any Participants with accounts in arrears during the Competition Period cannot participate in the Competition and will be automatically disqualified from the Competition.
- 4.4. Once the winner has been identified, the winner will be notified via email response. The winner needs to present a valid Bidfood Account to claim the prize.
- 4.5. A Winner shall only be eligible for one Voucher notwithstanding how many times they have entered or the fact that multiple entries are made in different months of the Competition.
- 4.6. Entries which are unclear, illegible or contain errors will be declared invalid.
- 4.7. The Promoters reserve the right to replace the Voucher with one of equal or greater value.
- 4.8. To claim a Voucher, the winner's account needs to be in good standing to claim the prize. If the account is not in good standing, a new Winner will be drawn. Accounts in arrears or on hold are deemed disqualified.
- 4.9. By participating in the Competition, Winner's consent to the Promoters obtaining, retaining, using and otherwise processing, the Personal Information furnished to the Promoters to deliver the Voucher to them. The Winners also consent to their names being published on the websites and various social media pages of the Promoters.
- 4.10. The Winners must sign an acknowledgement of receipt of the Voucher.
- 4.11. Participants must enter from MyBidfood (www.mybidfood.co.za) which is registered in their name and no other person will use another person's portal

account for Competition entry purposes. This is to avoid fraud and possible litigation between the portal account owner and the Participant.

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. Neither 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 their 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
- 5.6. The right of admission into the Competition rests solely with the Promoters.
- 5.7. If for whatsoever reason the customer rejects the prize, the promoter reserves the right to select another winner without any remuneration whatsoever.

- 5.8. For any possible reason, if the competition is terminated by the promoter, the promoter is allowed to do so, without being held liable for any accumulated interest.

6. Participating Products:

Item	Item Description	Item Brand	Item Size	UOM
POT2105	CHIPS POTATO SHOESTRING 7MM 1476	MCCAIN	2.5KG	PCT
POT2138	CHIPS COATED SIGNATURE 10MM	MCCAIN	2.5KG	PCT
POT2176	CHIPS POTATO 10MM	CATER CRAFT	2.5KG	BAG
POT2177	CHIPS POTATO 12MM	CATER CRAFT	2.5KG	BAG
POT2182	CHIPS POTATO RUSTIC CUT	MCCAIN	2.5KG	PCT
POT2183	CHIPS POTATO CHOICE 10MM 1703	MCCAIN	2.5KG	PCT
POT2184	CHIPS POTATO CHOICE 12MM 1852	MCCAIN	2.5KG	PCT
VEZ4456	SWEET POTATO CHIPS SIGNATURE 11MM	MCCAIN	2.5KG	PCT

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 or 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 in order 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 or winner's prior, 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.
- 7.8. The competition is open to Bidfood South Africa Trading customers only with a valid Bidfood account number. Competition excludes Bidfood Botswana and Food Trucks.
- 7.9. Participating Branches:
 - Bidfood Linbro Park
 - Bidfood Heriotdale
 - Bidfood Pretoria
 - Bidfood Mbombela
 - Bidfood Polokwane
 - Bidfood Bloemfontein
 - Bidfood George
 - Bidfood East London
 - Bidfood Gqeberha
 - Bidfood Empangeni
 - Bidfood Pietermaritzburg
 - Bidfood Durban
 - Bidfood Western Cape