

PROMOTIONAL COMPETITION TERMS & CONDITIONS

1. These Terms

- 1.1. These **Promotional Competition Terms & Conditions** (which include the **Contest Details**) set out the basis for participating in the Promotional Competition identified below.
- 1.2. By entering or participating in the Promotional Competition **you agree** to these Promotional Competition Terms & Conditions.
- 1.3. A **Privacy Notice** provided in connection with these Promotional Competition Terms & Conditions should be regarded as part of these Promotional Competition Terms & Conditions.

2. Promotional Competition Details

Promoter	Unilever South Africa (Pty) Limited; Registered/Primary address: 15 Nollsworth Crescent, Nollsworth Park, La Lucia Ridge Office Estate, La Lucia, 4051; Name: Unilever Food Solutions; Bidfood is contracted to promote the competition;
Promotional Competition	Name: Unilever Food Solutions Spices and Sauces Competition (Promo code: MYUFS); Purpose: Advertising and marketing to help drive SKU penetration and sell out of Unilever Food Solutions products;
Prize(s)	There shall be three (3) winners entitled to the Prize, which shall be 1 of 3 Alva Patio Heaters worth R7 999.00 EACH.
Selecting Winner(s)	Number of winner(s): Three (3); Date of selection of winner(s): 17 May 2024; Determining Prize Winner(s): The Promoter shall take all the valid entries and use a randomizer for the selection of the winners; 2.1. Method of allocation where multiple Prize(s): There are 3 prizes, each winner will win a 1 of 3 Alva Patio Heaters worth R7 999.00. 2.2. Basis of re-allocation if a Prize is not claimed: The Promoter reserves the right to select another winner without any remuneration whatsoever. Tie-breaker (if required): Not applicable;
Entrant Requirements	Minimum age: 18 year(s); Country of residence: South Africa;

	Other: Bidfood South Africa Trading customers with a valid Bidfood account number and account must be in good standing. Promotional Competition excludes Botswana.																																																		
Excluded Entrants	<p>Any of the following:</p> <ol style="list-style-type: none"> 1. Agents, distributors and other organisations commercially connected to the Promoter; 2. Employees and directors of the Promoter, including their families and co-habitators; 3. Shareholders in the Promoter; 																																																		
Entry Instructions	<p>Buy a minimum of 3 unique products from the participating basket online during the contest on a single invoice from MyBidfood (www.mybidfood.co.za) and enter promo code: MYUFS at checkout to stand a chance to win 1 of 3 Alva Patio Heaters worth R7 999.00 EACH.</p> <p>Each order where three 3 or more unique products are ordered during the contest, will count as one (1) entry. Customers can submit multiple entries. However, an entrant can win the Prize only once.</p> <p>Participating products on promotion:</p> <table border="1"> <thead> <tr> <th>ITEM DESCRIPTION</th> <th>ITEM CODE</th> <th>ITEM UNIT SIZE</th> <th>ITEM CASE SIZE</th> <th>UOM</th> </tr> </thead> <tbody> <tr> <td>KNORR JUS SAUCE</td> <td>PIC1907</td> <td>800 GR</td> <td>3 x 800 GR</td> <td>TUB</td> </tr> <tr> <td>KNORR TOMATO PRONTO</td> <td>VEC3170</td> <td>2 KG</td> <td>6 x 2 KG</td> <td>CAN</td> </tr> <tr> <td>KNORR PERI-PERI SAUCE</td> <td>PIC5615</td> <td>2 L</td> <td>6 x 2 L</td> <td>BOTTLE</td> </tr> <tr> <td>KNORR MASH FLAKES</td> <td>BIS4824</td> <td>2 KG</td> <td>N/A</td> <td>BOX</td> </tr> <tr> <td>KNORR CHICKEN ORIGINAL BREADING</td> <td>BIS4823</td> <td>5 KG</td> <td>N/A</td> <td>BAG</td> </tr> <tr> <td>FINE FOODS FRUIT CHUTNEY</td> <td>PIC3140</td> <td>3 KG</td> <td>4 x 3 KG</td> <td>BUCKET</td> </tr> <tr> <td>HELLMANN'S TANGY MAYONNAISE</td> <td>PIC7046</td> <td>2.5 KG</td> <td>4 x 2.5 KG</td> <td>BUCKET</td> </tr> <tr> <td>RAJAH MEDIUM CURRY POWDER</td> <td>SPH1240</td> <td>800 GR</td> <td>6 x 800 GR</td> <td>TUB</td> </tr> <tr> <td>ROBERTSON'S PAPRIKA</td> <td>SPH2547</td> <td>700 GR</td> <td>6 x 700 GR</td> <td>TUB</td> </tr> </tbody> </table> <p>Competition excludes Botswana. Only the below mentioned branches are participating in the Promotional Competition:</p> <ul style="list-style-type: none"> • Bidfood Linbro Park; • Bidfood Heriotdale; • Bidfood Pretoria; 	ITEM DESCRIPTION	ITEM CODE	ITEM UNIT SIZE	ITEM CASE SIZE	UOM	KNORR JUS SAUCE	PIC1907	800 GR	3 x 800 GR	TUB	KNORR TOMATO PRONTO	VEC3170	2 KG	6 x 2 KG	CAN	KNORR PERI-PERI SAUCE	PIC5615	2 L	6 x 2 L	BOTTLE	KNORR MASH FLAKES	BIS4824	2 KG	N/A	BOX	KNORR CHICKEN ORIGINAL BREADING	BIS4823	5 KG	N/A	BAG	FINE FOODS FRUIT CHUTNEY	PIC3140	3 KG	4 x 3 KG	BUCKET	HELLMANN'S TANGY MAYONNAISE	PIC7046	2.5 KG	4 x 2.5 KG	BUCKET	RAJAH MEDIUM CURRY POWDER	SPH1240	800 GR	6 x 800 GR	TUB	ROBERTSON'S PAPRIKA	SPH2547	700 GR	6 x 700 GR	TUB
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	<ul style="list-style-type: none"> • Bidfood Mpumalanga; • Bidfood Polokwane; • Bidfood Free State; • Bidfood George; • Bidfood East London; • Bidfood Gqeberha; • Bidfood Empangeni; • Bidfood Pietermaritzburg; • Bidfood Durban; and • Bidfood Western Cape. • Food Trucks.
Opening/Closing Date for Entries	Opening Date: 15 April 2024; Closing Date: 12 May 2024;
Other Promotional Competition Requirements	Not applicable;
Notification of Winning and Claiming Prizes	<p>Notification of winning:</p> <ul style="list-style-type: none"> • Method - Email; • Timing Two (2) weeks after Closing Date; <p>Claiming Prizes:</p> <ul style="list-style-type: none"> • Method - Email; • Timing - Two (2) weeks from the notification of winning;
Purchase Required	Minimum order of four (3) unique units of any participating Unilever Food Solutions product on a single invoice.
Licence/Charity ref (if required)	Not applicable.

3. Promotional Competition Basis

3.1. This Promotional Competition is:

- a. **open** to those meeting the **Entrant Requirements**

- b. **not open** to those falling within the description of **Excluded Entrants** (even if they meet the Entrant Requirements).

3.2. You must follow the **Entry Instructions**.

3.3. You may **submit more than one entry**, even where entering on behalf of others – these other persons/parties may not submit separate entries. The exception to this rule is where the **Promotional Competition** Details clearly and specifically allow multiple entries. Entries must not be automatically generated by computer or otherwise submitted on an inappropriate basis (for example using multiple names, email or social media accounts to enter).

3.4. You may **only win one Prize**, even where entering on behalf of others – only one Prize can be won by the group of persons/parties. The exception to this rule is where the **Promotional Competition** Details clearly and specifically allow multiple Prizes to be won.

3.5. The Promoter may at any time **extend, suspend or terminate** the **Promotional Competition** on reasonable cause (which may or may not relate to an entrant).

4. Entries

4.1. Entries that (i) do not comply with these **Promotional Competition** Terms & Conditions; or (ii) are incomplete, corrupted or late, may be **rejected, disqualified, removed and/or deleted** by the Promoter.

4.2. Your entry includes any materials provided as part of or in relation to that entry. Where entry to the **Promotional Competition** involves provision of **written, recorded, pictorial or other material** in electronic or other form, you must ensure your entry:

- a. is **(i)** suitable for public access and in particular does not contain nudity, pornographic, religiously/culturally/politically insensitive or violent content; and **(ii)** not in breach of applicable laws;
- b. does **not contain or refer to any products or brands other than those of the Unilever group** (unless such inclusion is entirely incidental, not prominent and is reasonably necessary due to the nature of the entry);
- c. **is your own work** and does not contain any intellectual property of another party unless you have the necessary permissions for its provision and use, reproduction and other dealing in accordance with these **Promotional Competition** Terms & Conditions (including Clause 4.3 below);
- d. only contains someone's **name or likeness** if they have provided written permission (permission from parents/legal guardians required for under 18s).

4.3. You grant the Promoter **(i) ownership** of any entry; and **(ii)** a perpetual, irrevocable, worldwide, royalty-free, sub-licensable and transferable **right to use**, reproduce, distribute, and make derivative works of your entry, in any media and through any media channel. You will not grant these rights to any other party.

5. Responsibility for Entries

- 5.1. If you are **submitting an entry on behalf of more than one person/party** (including on behalf of an organisation), you must ensure that you have authority to accept these terms on their behalf and ensure they comply with these terms.
- 5.2. You must comply with these **Promotional Competition** Terms & Conditions and **not otherwise unlawfully seek to misuse or tamper with the processes and rules of the Promotional Competition**.
- 5.3. You must indemnify and defend the Promoter and other members of the Unilever group (including their respective directors, officers and employees) in respect of all liabilities, losses and damages of any kind **resulting from your breach of these Promotional Competition Terms & Conditions**. The Promoter excludes responsibility for those liabilities, losses and damages, although nothing in these **Promotional Competition** Terms & Conditions is intended to limit the Promoter's liability for (i) fraud; (ii) intentional misconduct; or (iii) for death or personal injury caused by its negligence (including that of its employees and agents)).
- 5.4. You must indemnify and defend the Promoter and other members of the Unilever group (including their respective directors, officers and employees) in respect of any **third party claim** that your entry or its use in accordance with these **Promotional Competition** Terms & Conditions breaches applicable laws, confidentiality obligations or intellectual property rights due to your **breach of these Promotional Competition Terms & Conditions**.
- 5.5. Entries which are unclear, illegible or contain errors will be declared invalid.
- 5.6. The **Promoter is not in any event responsible for:**
 - a. entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind or any other event which is either unforeseen or outside of the Promoter's direct reasonable control;
 - b. your costs of preparing or submitting an entry.

6. Winners

- 6.1. The **winner(s) will be notified** using the method and within the timing set out in the **Promotional Competition** Details.
- 6.2. The winner(s) must **claim their Prize** using the method and within the timing set out in the **Promotional Competition** Details. If the Prize is unclaimed after this time, the right to the Prize lapses and the Promoter may offer the Prize to a substitute winner selected in accordance with the method noted in the **Promotional Competition** Details (in the absence of specification, a fair basis which aligns closely with the winner selection method).
- 6.3. The Promoter may (at its discretion or where required by law) provide or publish **details of the winner(s) (name and county)**. Requests for provision/publication should be sent to the Promoter contact details (as provided in the **Promotional Competition** Details above) no later than within ten weeks after the **Promotional Competition** closing date.
- 6.4. In the event of any **uncertainty or difference of opinion** regarding the administration of the **Promotional Competition** (including the award of Prizes), the decision of the Promoter is final (this does not remove any legal rights).

- 6.5. No **correspondence** should be entered into between you and the Promoter, unless specifically requested by the Promoter.

7. Prizes

- 7.1. The Promoter may require **proof of identity** and/or proof of Bidfood account before releasing any Prize.
- 7.2. Statutory warranties apply but otherwise the Prizes are **awarded 'as is'** without any warranty, undertaking or guarantee.
- 7.3. The Promoter's commitment is to **make Prize(s) available** in accordance with and subject to these terms. Consequently, each winner is responsible for any and all:
- a. visas and permits;
 - b. fuel, consumables and accompanying items;
 - c. upkeep, licence renewals and ongoing or periodic requirements;
 - d. taxes and other such personal liabilities; and
 - e. matters of physical fitness and capability,

as well as any other ancillary matters **required for**, or arising from, **receipt, use or enjoyment of the Prizes**.

- 7.4. Prize(s) is non-exchangeable and non-transferable.
- 7.5. If for whatever reason the winner(s) rejects the prize – the Promoter reserves the right to select another winner without any remuneration whatsoever.
- 7.6. Winners must adhere to any **third party terms**, such as event organiser terms, which apply to the Prize (these will be made available on request).
- 7.7. The Promoter reserves the right to **substitute the Prize** for an alternative of equal or greater value. The Promoter is under no obligation to offer a cash alternative.
- 7.8. If your entry is **subsequently disqualified**, any Prize granted must be returned at your cost or compensation provided where return is no longer possible.

8. Publicity

- 8.1. Winner(s) will, at the Promoter's reasonable request, participate in **publicity** relating to this **Promotional Competition**. This may include winner(s) being filmed, photographed and/or interviewed by the Promoter or on its behalf.

9. Miscellaneous

- 9.1. Unless expressly stated by the Promoter in the written **Promotional Competition** materials, this **Promotional Competition** is in no way **sponsored or endorsed by any third party**.

9.2. If other **language versions** of these terms are also made available, the English language version takes precedence in the event of any inconsistency.

9.3. **Each provision in these Promotional Competition Terms & Conditions is severable.** If any provision is held to be invalid or unenforceable by a court or other competent authority, that invalidity or unenforceability will not affect the remainder of these **Promotional Competition Terms & Conditions**.

10. Governing Law and Disputes

10.1. This **Promotional Competition** (including these **Promotional Competition Terms & Conditions** and any related dispute) is **governed by and will be interpreted according to the laws** of the country in which the Promoter has its registered or primary address as stated in the **Promotional Competition Details**, except to the extent of mandatory laws applicable due to the location or nature of the **Promotional Competition**, Prize or relevant entrant.

10.2. Without restricting anyone from seeking injunctions or other temporary relief in a competent court, if a dispute arises the courts of the country in which the Promoter has its registered or primary address as stated in the **Promotional Competition Details** will **resolve the issue**, except to the extent you have the right to resolve a dispute in the courts of other jurisdictions due to the location or nature of the **Promotional Competition**, Prize or relevant entrant.

10.3. Should the entrant object to the processing of his/her personal information and/or receipt of direct marketing, the entrant should send an email to popia@bidfood.co.za.