

Lactalis SA Pty (Ltd) “WIN YOUR SHARE OF R10K” Promotion 2025

TERMS AND CONDITIONS OF COMPETITION

1. Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1. **“Applicable Law”** means any national (or provincial) legislation, statutes, ordinances and other laws and regulations and any by-laws of any legally constituted public authority, including but not limited to: (i) any applicable statute or proclamation or any delegated or subordinate legislation; (ii) any common law and any applicable judgment of a relevant court of law that is a binding precedent; and (iii) any regulation, rule, condition, direction, decision, notice, notification, guideline, code of practice, decree, circular, decision or other requirement, directive or order made by any regulatory authority or regulatory body or other legally constituted public authority (including any enforcement action, direction or fine made or levied) whether or not expressed to be legally binding; in each case in force at any time in any relevant jurisdiction;
- 1.2. **“Business Day”** means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa, within the meaning of the Public Holidays Act, 1994;
- 1.3. **“Competition”** means the competition as set out in the Information Schedule.
- 1.4. **“Competition Period”** means the period as set out in the Information Schedule;
- 1.5. **“Goods”** means the goods described in the Information Schedule.
- 1.6. **“Information Schedule”** means the schedule attached to these T&Cs as **Schedule 1**;
- 1.7. **“Participant”** means a person who enters the Competition.
- 1.8. **“Participating Stores”** means any Bidfood branch supplying the Goods in the Republic of South Africa participating in or facilitating the Competition.
- 1.9. **“Lactalis SA”** means Lactalis SA (Pty) LTD (Registration Number 1995/002768/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
- 1.10. **“Prize(s)”** means the prizes that can be won in this Competition, as described in the Information Schedule; and
- 1.11. **“T&Cs”** means these competition terms and conditions, including the schedule hereto.

2. Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by these T&Cs, which the Participant acknowledges to have read and understood. The Participant also acknowledges that his/her information will be processed as contemplated in clause 5.

3. Entry Requirements

- 3.1. In order to be eligible for participation in this Competition, a person must:
 - 3.1.1. be a South African citizen or permanent resident;
 - 3.1.2. have a registered Bidfood account;
 - 3.1.3. have their accounts referred to in 3.1.2 not be on hold or in arrears;
 - 3.1.4. if applicable, be registered Company;
 - 3.1.5. successfully enter the Competition in accordance with the entry mechanism set out in the Information Schedule; and
 - 3.1.6. adhere to the terms and conditions that apply to this Competition.
- 3.2. Participants may only enter this Competition in the Republic of South Africa.
- 3.3. Entries received or submitted through any medium other than as stipulated above shall not be considered.
- 3.4. Entries are limited to the number of entries per Participant as set out in the Information Schedule.
- 3.5. No entries will be accepted:

3.5.1. if they are submitted on behalf of or jointly with a third party;

3.5.2. if they have been altered, reconstructed, forged or tampered with; or

3.5.3. if they are incomplete.

3.6. The following persons may not enter the Competition or be eligible to win any of the Prizes:

3.6.1. any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with, affiliated with or professionally connected to Lactalis SA (Pty) LTD or any of its affiliated companies; the Competition or its administration;

3.6.2. any supplier of goods or services in connection with the Competition (including without limitation marketing service providers in respect of the Competition);

3.6.3. any member of the immediate families or households of any person described in 3.6.1 or 3.6.2 above; or

3.6.4. any other person who directly or indirectly controls or is controlled by Lactalis SA (Pty) LTD.

3.7. The Competition will run for the Competition Period. Only entries received within the Competition Period will qualify, and entries received outside such period will not be considered.

3.8. By choosing to enter the Competition, the Participant confirms that he/she is eligible to do so and is eligible to claim the Prizes and Lactalis SA may require that the Participant provide proof that he/she is eligible to enter the Competition.

3.9. The Participant shall not disclose to any third party (including competitors of Lactalis SA) any information relating to the Competition or the affairs of Lactalis SA which may come to his/her knowledge during or in connection with his/her participation in the Competition.

3.10. Lactalis SA will not accept:

3.10.1. responsibility for Competition entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

3.10.2. proof of posting or transmission as proof of receipt of entry to the Competition.

3.11. The Participant is solely responsible for any and all reasonable costs or expenses incurred by the Participant in applying to participate or his/her participation in the Competition, (including but not limited to: calls made, internet service provider charges, telephone fees and other costs). Under no circumstances will Lactalis SA cover these or any additional costs.

4. Prizes and Award Terms

4.1. The number of winners is set out in the Information Schedule. The winners will be randomly drawn at the end of the Competition from all qualifying entries as set out in the Information Schedule. The draw will be overseen by an independent accountant, registered auditor, attorney or advocate, who will also oversee and certify the conducting of the Competition.

4.2. Winners will be notified after the draw within the time period and in the manner set out in the Information Schedule. Winners' names will be available upon request by writing to Lactalis SA.

4.3. Lactalis SA will make all reasonable efforts to contact the winner. If a winner cannot be successfully contacted, is not available within the period described in the Information Schedule, is unable, for any reason whatsoever, to accept the Prize or has not claimed their Prize within the period described in the Information Schedule, such winner will forfeit their Prize. Lactalis SA reserves the right to select a replacement winner through a random draw from the remaining qualifying participants in the draw in accordance with same process and procedures as applicable to the original draw.

4.4. To claim the Prize, a winner must provide the information and documentation described in the Information Schedule.

4.5. Lactalis SA does not accept any responsibility if the Participant is

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not able to take up the Prize.

- 4.6. The Prize must be collected or delivered as set out in the Information Schedule within the time period set out in the Information Schedule.
- 4.7. The prize may not be claimed by a third party on the Participant's behalf.
- 4.8. Prizes are subject to availability and cannot be negotiated, transferred or exchanged. Lactalis SA reserves the right to substitute a Prize with another prize of equivalent or greater value or nature.
- 4.9. Prizes are not redeemable for cash unless the Prize is cash. The provisions of 4.8 above remain applicable as necessary.

5. Use of Personal Information

- 5.1. Personal information shall bear the meaning as described in Section 1 of the Protection of Personal Information Act 4 of 2013.
- 5.2. The Participant agrees and voluntarily consents to Lactalis SA processing and using the Participant's personal information for purposes relating to the Competition. For more information, please view Lactalis SA's privacy policy on <https://lactalis.co.za/privacy-policy>
- 5.3. A Participant may ask Lactalis SA at any time during the Competition Period to correct or confirm any personal information if it is incorrect or out of date.
- 5.4. To the extent that elements of the Prizes are being provided by a third party, the personal information of the winners may be passed on to such third party for the sole purpose of prize fulfilment.
- 5.5. With regards to Participants under the age of 18, his or her or their duly authorized representative confirms and warrants that he or she or they have the right, power and authority to allow Lactalis SA to use their and/or the Participant's personal information for purposes of the Competition and hereby consents to Lactalis SA using their and/or the Participant's personal information for purposes of the Competition as well as consent to the provisions of 5.6 below.
- 5.6. The Participant agrees that any photographs, images, videos or those of a similar nature taken of them in relation to this Competition will become the property of Lactalis SA to use in any marketing campaigns as Lactalis SA deems fit. The Participant shall have no claim for any compensation for use of the photograph. However, the Participant may refuse to have his or her picture taken for purposes of marketing campaigns.

6. Limitation of Liability, Warranties and Indemnities

- 6.1. To the greatest extent permitted by Applicable Law, Lactalis SA, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the “Indemnified Parties”) shall not be liable for and each Participant hereby indemnifies and holds the Indemnified Parties harmless from any and all claims, damages, liabilities, costs, expenses and/or penalties (as applicable) suffered or incurred by any person as a result of entry into the Competition, participating in the Competition or receiving or using any Prize. This is without prejudice to any rights or remedies that any Participant or winner has available to it under Applicable Law and that cannot be excluded, limited or waived.
- 6.2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

7. Force Majeure

In the event of any act of God, governmental act, strike, war, riot, civil commotion, lockout, fire, flood, accident, technical instability or any other exceptional event or circumstances of whatever nature arising or action taken beyond or outside the reasonable control of Lactalis SA preventing or delaying it from performance (any such event hereinafter called “**Force Majeure**”) then Lactalis SA shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

8. General

- 8.1. Lactalis SA may at its sole and absolute discretion amend or update these T&Cs at any time, by publishing the revised terms and conditions on the website identified in the Information Schedule. The Participant will be provided with written notice where Lactalis SA amends or updates these T&Cs.
- 8.2. Lactalis SA reserves the right to hold void, suspend, cancel, or amend the Competition if it becomes necessary to do so (in the sole discretion of Lactalis SA).
- 8.3. Lactalis SA reserves the right to disqualify any Participant from participating in the Competition who breaches any provision of these T&Cs or if Lactalis SA determines that the Participant has attempted to manipulate the outcome of the Competition.
- 8.4. Lactalis SA may disqualify an entry if, in Lactalis SA sole and absolute opinion, it contains any content which is obscene, vulgar, harassing, unlawful, illegal, harmful, inflammatory, hateful or otherwise objectionable or infringes the rights of any third party in subject matter or wording, or which is otherwise unsuitable for publication.
- 8.5. Lactalis SA further reserves all rights to disqualify the Participant if his/her conduct is contrary to the spirit or intention of the Competition.
- 8.6. In the event of a dispute regarding any aspect of the Competition and/or these T&Cs, Lactalis SA decision will be binding and final and no correspondence will be entered into.
- 8.7. In the event of a dispute regarding a winner chosen in accordance with these T&Cs, the decision of an independent admitted attorney duly appointed by Lactalis SA will be final and binding and no other correspondence will be entered into.
- 8.8. Lactalis SA reserves the right to cancel, suspend, amend or terminate the Competition or extend the Competition Period at any time and without notice to the Participant.
- 8.9. The Participant may withdraw from the Competition at any time and by providing notice to Lactalis SA using the contact details set out in 8.21.
- 8.10. Lactalis SA will never ask you to provide banking details to take part in a Competition.
- 8.11. These T&Cs constitute the entire agreement between the parties and supersedes any prior written or oral agreement between them as far as the subject matter contained in these T&Cs is concerned and no party shall have any claim or right of action arising from any undertaking, representation or warranty not expressly included in these T&Cs.
- 8.12. If any provision or part-provision of these T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these T&Cs.
- 8.13. Save as otherwise expressly provided in these T&Cs, no agreement to vary, waive, amend add to, delete from or cancel any provision of these T&Cs (including this 8.13) shall be effective unless reduced to writing and signed by the parties or on behalf of the parties by their duly authorized agents.
- 8.14. Save as otherwise expressly provided in these T&Cs, neither party shall be entitled to assign, cede, delegate or otherwise transfer or deal with these T&Cs or any of its rights and obligations under it, in whole or in part, without the prior written consent of the other party.
- 8.15. Any failure by any party to exercise or delay by any party in exercising its rights or remedies provided under these T&Cs or by Applicable Law does not constitute a waiver of that or any other right or remedy and does not prevent, limit or restrict the future exercise or enforceability of that or any other rights or remedies. No single or partial exercise of any right or remedy provided under these T&Cs or by law prevents or restricts the further exercise of that or any other right or remedy.
- 8.16. The validity of these T&Cs, its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of the Republic of South Africa.

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- 8.17. To the extent permitted by Applicable Law, the Participant hereby consents and submits to the non-exclusive jurisdiction of the Magistrates Court of South Africa the purposes of all or any dispute or legal proceedings arising from or concerning these T&Cs.
- 8.18. The stipulations for the benefit of Lactalis SA employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates shall, by way of *stipulatio alteri*, constitute a contract for the benefit of such persons which shall be capable of acceptance at any time by any of them by written notice to that effect to the Participant. Prior to acceptance, the benefit of each such stipulation may not be withdrawn.
- 8.19. No rule of construction shall be applied to the disadvantage of a party to these T&Cs because that party was responsible for or participated in the preparation of these T&Cs or any part of it.
- 8.20. Where the words **include(s)**, **including** or **in particular** followed by specific examples shall be construed by way of example or emphasis only and shall not be construed, nor shall it take effect, as limiting the generality of any preceding words, and the *eiusdem generis* rule is not to be applied in the interpretation of such specific examples or general words and where the context permits, the words **other** and **otherwise** are illustrative and shall not be construed *eiusdem generis* with or limit the sense of the words preceding them where a wider construction is possible.
- 8.21. All enquiries regarding the Competition should be sent to Lactalis SA at [roxanne.nash@za.lactalis.com]

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SCHEDULE 1 – INFORMATION SCHEDULE

No	Clause Reference	Description of Competition																																		
		<p>LACTALIS “WIN YOUR SHARE OF R10K” PROMOTION 2025 Terms & Conditions</p> <p>Customers who spend R1 500 or more on Lactalis products in a single order, stand a chance to win a BidFood Voucher/ online credit valued at R1 000 to use on next Lactalis purchase. USE PROMO CODE: EASYWIN.</p>																																		
1.	Competition (clause 1.3)	Versatile by Nature, Exceptional by Taste competition organised by Lactalis SA, for the Competition Period.																																		
2.	Competition Period (clause 1.4)	The competition commences on 7 September 2025 at 00:01 and closes on 21 September 2025 at 23:59 . Any entries received outside of the duration of the Promotion will be invalid, automatically disqualified, and will not be considered.																																		
3.	Goods (clause 1.5)	<p>Any of Lactalis SA products below:</p> <table><tr><th>BIDFOOD CODE</th><th>PRODUCT DESCRIPTION</th></tr><tr><td>DAI7689</td><td>GALBANI MASCAPONE 2.5KG</td></tr><tr><td>DAI2372</td><td>CHEESE CREAM SMOOTH</td></tr><tr><td>DAI6298</td><td>CHEESE CHEDDAR SLICE PROCESSED S/S</td></tr><tr><td>DAI6378</td><td>CHEESE CREAM LIGHT & AERATED</td></tr><tr><td>DAI7782</td><td>FETA 3KG</td></tr><tr><td>DAI7715</td><td>DC 5KG YOGHURT PLAIN</td></tr><tr><td>DAI7718</td><td>LF 5KG YOGHURT STRAWBERRY</td></tr><tr><td>DAI7717</td><td>LF 5KG YOGHURT FRUIT MIX & CUSTARD</td></tr><tr><td>DAI7716</td><td>LF 5KG YOGHURT SMOOTH PLAIN</td></tr><tr><td>DAI6242</td><td>2.25KG WHITE CHEDDAR BON BLANC LOAF</td></tr><tr><td>DAI0116</td><td>2.25KG CHEDDAR LOAF</td></tr><tr><td>DAI0176</td><td>2.25KG GOUDA LOAF</td></tr><tr><td>DAI0239</td><td>2.25KG GALBANI MOZZARELLA LOAF</td></tr><tr><td>DAI0466</td><td>UHT EVERFRES FC 6X1l</td></tr><tr><td>DAI7280</td><td>2KG GRATED MOZZARELLA</td></tr><tr><td>DAI6783</td><td>2KG GRATED CHEDDAR</td></tr></table>	BIDFOOD CODE	PRODUCT DESCRIPTION	DAI7689	GALBANI MASCAPONE 2.5KG	DAI2372	CHEESE CREAM SMOOTH	DAI6298	CHEESE CHEDDAR SLICE PROCESSED S/S	DAI6378	CHEESE CREAM LIGHT & AERATED	DAI7782	FETA 3KG	DAI7715	DC 5KG YOGHURT PLAIN	DAI7718	LF 5KG YOGHURT STRAWBERRY	DAI7717	LF 5KG YOGHURT FRUIT MIX & CUSTARD	DAI7716	LF 5KG YOGHURT SMOOTH PLAIN	DAI6242	2.25KG WHITE CHEDDAR BON BLANC LOAF	DAI0116	2.25KG CHEDDAR LOAF	DAI0176	2.25KG GOUDA LOAF	DAI0239	2.25KG GALBANI MOZZARELLA LOAF	DAI0466	UHT EVERFRES FC 6X1l	DAI7280	2KG GRATED MOZZARELLA	DAI6783	2KG GRATED CHEDDAR
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4.	Prizes (clause 1.10)	<p>A total of 10 (Ten) online vouchers will be made available as Prizes for this Competition.</p> <p>Each online voucher is to the value of R1,000 (one thousand Rand).</p> <p>10 (Ten) online vouchers will be subject to allocation by Bidfood.</p> <p>A winner will not be entitled to win more than 1 (one) Prize in this Competition.</p>																																		
5.	Entry mechanism (clause 3.1.5)	<p>To enter the Competition and stand a chance to win, the Participant must:</p> <p>1. Purchase Goods from the Lactalis SA range to a minimum basket value of R1500 (one-thousand, five-hundred rand) via the MyBidfood App (www.mybidfood.co.za) (online</p>																																		

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		<p>purchases Only) during the Competition Period.</p> <p>2. Entry will be automatic upon meeting the required spend threshold via Bidfood systems.</p>
6.	Number of entries (clause 3.4)	Entries are limited to 1 (one) entry per qualifying transaction per Participant.
7.	Number of winners (clause 4.1)	<p>Number of winners will be limited to 10 (Ten).</p> <p>1. 10 (Ten) winners will be selected from entries received through Bidfood</p>
8.	The draw (clause 4.1)	<p>Winner(s) will be drawn at the end of the Competition, within 4 (four) weeks following expiry of the Competition Period. The draw will be conducted by an independent registered auditor.</p> <p>Note: Any customers whose accounts with Bidfood are on hold or in arrears at the time of entry or prize allocation will be disqualified. Trading account customers only.</p>
9.	Timing and manner of notification of winner(s) (clause 4.2)	Lactalis SA (“The notifier”) will notify the winner(s) within 5 (five) Business Days after the draw takes place. Lactalis SA will notify the winner(s) by email or telephone using the contact details provided via Bidfood systems.
10.	Forfeiture of Prize(s) (clause 4.3)	The Notifier will endeavour to contact the Winner once every day for three (3) consecutive working days after their name is drawn, using the contact details provided, and will leave a voice message or email (where possible) to verify their details. If the Winner cannot be successfully contacted or does not respond within twenty-four (24) hours of the last contact attempt on the third working day, or is unable for any reason to accept the Prize, or fails to claim the Prize within ten (10) Business Days of being notified, the Prize will be forfeited and another Winner will be selected in accordance with the provisions of these Terms and Conditions.
11.	How to claim Prize(s) (clause 4.4)	To claim the Prize, the winner must provide their full name, ID number, business registration number (if applicable), Bidfood account details, contact details, and complete a Prize Acknowledgement Form.
12.	Collection/delivery of Prize(s) (clause 4.6)	<p>The Prize value will be credited to the winner’s relevant Bidfood account.</p> <p>Lactalis SA will receive confirmation in writing from Bidfood that the prizes have been allocated to share with auditors,</p>
13.	Lactalis SA contact details	Email: (SA only) [roxanne.nash@za.lactalis.com]
14.	Lactalis SA website	https://lactalis.co.za/
15.	Participating branches	Bidfood Linbro, Bidfood Alberton, Bidfood Pretoria, Bidfood Bloemfontein, Empangeni, Bidfood Durban, Bidfood Pietermaritzburg, Bidfood Mpumalanga, Bidfood Polokwane, Bidfood George, Bidfood East London, Bidfood Port Elizabeth and Bidfood Cape Town. Excludes Botswana and Food Trucks.