

MARTIN & MARTIN – BON APPÉTIT CAT FOOD COMPETITION

TERMS AND CONDITIONS

1. Definitions

- 1.1. Unless the context provides otherwise, the words and expressions set out below will have the following meanings:
 - 1.1.1. “Competition” means the [BON APPÉTIT] Competition starting on 01 July 2020 and ending at midnight on 31 August 2020, organised by the Promoter and open to all people residing in the Republic of South Africa.
 - 1.1.2. “Competition Period” means 01 July 2020 up to and including 31 August 2020.
 - 1.1.3. “Goods” means any BON APPÉTIT products of wet cat food mousse or wet cat food paté.
 - 1.1.4. “Participant” means a person who enters the Competition.
 - 1.1.5. “Participating Stores” means retailers of the goods in the Republic of South Africa which are approved by the Promoter to participate in the Competition.
 - 1.1.6. “Promoter” means Martin & Martin (Proprietary) Limited (Registration Number: 1978/001889/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
 - 1.1.7. “Prize” means US\$ prizes – 20 products from the Le Creuset Pet Range along with a BON APPÉTIT product hamper. Two winners will be drawn weekly and four winners in the final week.

2. Application of terms and conditions

- 2.1. By choosing to enter the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges to have read and understood.
- 2.2. Eligible Participants stand a chance to win one of 20 Le Creuset Pet Range prizes.
- 2.3. Prizes will be drawn weekly. The campaign end date is the 31st August 2020.
- 2.4. This Competition is open to all South African residents or South African Citizens over the age of 18 years (any persons under the age of 18 must have their parent/guardian’s permission before entering). However, the following persons are not eligible to enter: directors; members; business partners; employees; sales agents; advertising agency staff; advisors; or consultants of Martin & Martin, its associated companies, service providers and the immediate family members of these persons (including their spouses, life partners, parents, children, brothers and sisters) and any person who is controlled directly or indirectly by Martin & Martin, as well as the associated companies of entities or persons mentioned in this paragraph, including holding companies and subsidiaries, their employees, agents, subsidiaries and consultants.
- 2.5. Participants or entrants younger than 18 years must have the consent of their parents or legal guardian. The prizes will only be released to the winners’ parent or guardian.
- 2.6. The Competition will commence on 1 July 2020 and end 31 August 2020 both days inclusive. No entries received before 1 July 2020 or after midnight on 31 August 2020 will be considered.
- 2.7. To participate in the Competition, each Participant must purchase any participating BON APPÉTIT cat food product, dial *120*256687# (20c per 20 seconds) and follow the prompts for qualifying questions which will include entering the last four digits of the barcode found on the packaging, and answers to simple questions about the Participant or his/her family.

The Participant will then be successfully entered into the Competition. Do not SMS to this number.

2.8. Participating products are:

2.8.1. BON APPÉTIT CREAMY MOUSSE WITH SALMON AND SHRIMP 85 G – 6009608497063

2.8.2. BON APPÉTIT CREAMY MOUSSE WITH TENDER CHICKEN & LIVER 85 G –
6009608497070

2.8.3. BON APPÉTIT CREAMY MOUSSE WITH CHICKEN & TURKEY 85 G – 6009608497087

2.8.4. BON APPÉTIT CREAMY MOUSSE WITH TUNA & OCEAN FISH 85 G – 6009608497094

2.8.5. BON APPÉTIT CHUNKY PATÉ WITH SALMON 100 G – 6009608497100

2.8.6. BON APPÉTIT CHUNKY PATÉ WITH CHICKEN & VEGETABLES 100 G – 6009608497117

2.8.7. BON APPÉTIT KITTEN PATÉ WITH CHICKEN 100 G – 6009608497124

2.9. The products mentioned above may be purchased at most grocery stores in South Africa.

2.10. USSD entries cost 20c per 20 seconds. Free minutes do not apply. Incomplete entries may be billed by your service provider. The Promoter shall not be responsible for telecommunication failure on the part of the Participant's service provider. Participants may enter as many times as they choose to increase their chances of winning.

2.11. Due to network restrictions, the USSD session will timeout after 120 seconds. If a consumer successfully enters the barcode the session times out, their entry will be considered valid.

2.12. Participants must enter on a phone that is owned and registered to that person. No other person can use another person's phone for Competition entry purposed. If it is discovered that Participants have entered on a phone that is not registered to them they will be disqualified and the entrant will be requested to refund the prizes to the Promoter. This is to avoid fraud and ensure compliance to the CPA.

2.13. Each entrant is expected to be the owner of that phone and no singular person can enter off another mobile phone number. This is to avoid additional fraud being conducted by multiple sim owners.

2.14. The cell phone number is key to all entries, if the entrant has won on a cell phone number they cannot use another number in order to be contacted further, this number needs to be a number that is contactable during office hours.

2.15. Random draws will determine winners weekly.

2.16. Prize winners will be notified telephonically on the number used to enter the Competition.

2.17. Upon receipt of the call, the potential prize winner may be required to provide his/her email address (if available), work telephone number (if available) and a copy of his/her ID book and/or driver's license to a representative from Martin & Martin (South Africa) (Pty) Limited.

2.18. At the time of the telephone call, the potential prize winner may be required to answer several questions about his/her eligibility and will be required to provide proof of purchase.

2.19. Finalists will be requested to provide proof of purchase for the BON APPÉTIT product/s purchased during the Competition period, with a matching barcode to the one used when entering the Competition. Finalists will need to provide one till slip for one purchase of BON APPÉTIT products. Multiple till slips will not be accepted. Finalists will have 2 working days to provide said proof or face forfeiture of the prize. The proof of purchase cannot be tampered with or changed in any way, it also cannot be used to claim more than one prize as each prize will need a unique proof of purchase.

2.20. If a potential prize winner does not meet the eligibility requirements, the prize will be forfeited and awarded to another drawn finalist. Potential prize winner is not an actual

- winner until his/her submission is validated and his/her documents are completed and submitted to Martin & Martin (South Africa) (Pty) Limited.
- 2.21. In the event of non-compliance with these terms and conditions by the potential prize winner, the prize will be forfeited and another finalist will be deemed the potential prize winner subject to all conditions herein.
 - 2.22. If Martin & Martin, the organisers of the Competition and the Promoters are unable to reach any of the potential prize winners within 72 hours of their name being drawn, for whatsoever reason, including incorrect telephone numbers or inoperative telephone numbers, such winner will be disqualified and another finalist will be deemed the potential prize winner subject to the terms and conditions herein.
 - 2.23. Winners are only eligible to win one weekly prize in the BON APPÉTIT Competition.
 - 2.24. The prizes are not transferrable. No substitution or assignment of prizes is permitted, but the organisers of the Competition reserve the right to substitute any prize with one of comparable value if required.
 - 2.25. By entering this Competition, you authorise Martin & Martin and the Promoter to collect, store and use (not share) personal information of entrants for communication or statistical purposes.
 - 2.26. By entering this Competition, you authorise Martin & Martin to announce your name as a winner on the BON APPÉTIT Facebook page, should you be selected and verified as a prize winner.
 - 2.27. Winners may be required to appear on television or radio, in print publications, or online sites, or social media to endorse, promote or advertise the goods or services of Martin & Martin (South Africa) (Pty) Limited. However winners of the Competition shall at all times be entitled to decline the above request, and have no claim to compensation to any of the above requests.

3. Use of Personal Information

- 3.1. Personal information is information relating to a Participant. Personal information includes a Participant's identity number, passport number and contact details.
- 3.2. By entering this Competition, a Participant agrees that the Promoter may use his/her personal information in connection with the Competition.
- 3.3. As far as the law allows, each Participant agrees and gives the Promoter permission to collect, get, receive, record, organise, collate, store, update, use and share all of his/her personal information for all purposes relating to the Competition.
- 3.4. A Participant may ask the Promoter at any time before the Closing Date to correct or confirm any personal information if it is wrong or out of date.
- 3.5. Each Participant warrants that he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Competition. The Promoters will not use any Participant's personal information in any way which breaks the law and undertakes to keep all personal information of Participants secure and for as long as the law requires.

4. Warranties and Indemnities

- 4.1. The Promoter, 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 the Participants hereby indemnify and hold the Indemnified Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Competition.

- 4.2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

5. Force Majeure

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to a Participant (any such event hereinafter called "Force Majeure") then the Promoter 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.

6. General

- 6.1. The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on – www.bonappetitpet.co.za .
- 6.2. The Competition is not open to any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter.
- 6.3. In the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
- 6.4. In the event of a dispute regarding a winner chosen, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.
- 6.5. The Promoter reserves the right to cancel, suspend or terminate the Competition at any time and without notice to the Participants.
- 6.6. To obtain the names of the prize winners or for any enquiries regarding the Competition, send an email to consumerenquiries@bonappetit.co.za or call 011 571 5300 or visit www.facebook.com/bonappetitpet/ . All winners will be available within 15 working days after the Competition close date.
- 6.7. All Prize winners will be announced on the BON APPÉTIT Facebook page.