

## **CADBURY LUNCH BAR BOXER WIN A CONTAINER SHOP PROMOTION 2024 TERMS & CONDITIONS**

The Terms and Conditions set out below apply to all participants submitting entries for the Cadbury LUNCH BAR BOXER WIN A CONTAINER SHOP Promotion 2024 ("**Promotion**"). Please refer to: <https://www.boxer.co.za/page/competitions> for the current Terms and Conditions of this Promotion. Please read these terms and conditions carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate.

### **1. PROMOTION PERIOD**

1.1. The Promotion will run from the 01 January to 21 February 2024 ("**the Promotional Period**").

No entries received after midnight on the will be accepted.

1.2. The Promotion Period may be extended or curtailed at the discretion of the Promoter.

1.3. The Promotion is valid while stocks last. The qualifying products are subject to stock availability at the time of purchase and will vary by store.

### **2. WHO MAY ENTER**

2.1. All Participants in the Cadbury Lunch Bar BOXER WIN A CONTAINER SHOP Promotion 2024 ("**Participants**") must, at the time of entering the Promotion:

2.1.1. be a natural person and be at least 18 (eighteen) years of age;

2.1.2. be a citizen and/or legal resident of the Republic of South Africa;

2.1.3. be residing or be present in South Africa for the duration of the Promotional Period and for the period during which the prize draws and the delivery or collection of the prize/s takes place.

2.2. Participation in the Promotion excludes directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoter, or any third parties involved in the execution of the Promotion, either directly or indirectly (including but not limited to their agencies, organisers and participating stores of the Promotion) as well as the members of the immediate family (being spouses, life partners, parents, children, brothers, sisters, fathers and/or mothers) business partner or associate of any of the aforesaid persons.

### **3. HOW TO QUALIFY FOR THE PROMOTION**

3.1. To qualify for the Promotion, each Participant must purchase the advertised combo of 3 x Cadbury chocolates of the Participating Products listed below:

CADBURY LUNCH BAR ORIGINAL 23G

CADBURY LUNCH BAR ORIGINAL 48G

CADBURY LUNCH BAR DREAM 48G

CADBURY LUNCH BAR 144G

CADBURY 5 STAR 48.5G

CADBURY CRUNCHIE 40G

CADBURY PS CARAMILK 48G

CADBURY PS CDM 48G

Hereinafter referred to as "**Participating Products**".

3.2. Please note that no other Promoter products are eligible for this Promotion, other than those

Participating Products mentioned above. The Participating Products are subject to availability at time of purchase.

3.3. To stand a chance of winning any of the prizes listed in clause 5, Participants must purchase the advertised combo of 3 x Cadbury chocolates of the Participating Products and follow the instructions below:

3.3.1. Dial USSD number \*120\*26937\***UNIQUENUMBER**# from a registered cell phone number that has been RICA'd and registered in the name of the participant.

- 3.3.2. Follow the text prompts to complete their entry. Hereinafter referred to as an "**entry**".
- 3.3.3. A valid entry is considered a completed USSD journey when the customer has completed all the steps.
- 3.4 USSD entries costs 20c per 20 seconds. Free minutes do not apply. Incomplete entries may be billed by the participant's service provider.
- 3.5 Failure by a participant to submit a response when prompted will result in non-validation of the entry.
- 3.6 Participants shall be solely responsible for the content entered in connection with this Promotion and the Promoter shall not be liable in any manner for any message sent in error or by mistake by the Participants.
- 3.7 The Promoter shall not be responsible for telecommunication failure on the part of the participant's service provider.
- 3.8 Due to network restrictions, the USSD session will time out after 120 seconds. If a participant successfully enters the unique codes for two participating products before the session times out, their entry will be considered valid.
- 3.9 Participants must enter from a mobile number that is RICA'd and registered in their own name and owned by themselves. No other person can use another person's mobile for purposes of an entry. This is to avoid fraud and possible litigation between the phone owner and the entrant. Any participant that uses a phone other than their own for the purposes of entry may be disqualified and requested to refund the prizes to Promoter, at the sole discretion of the Promoter.

#### **4. CAN I QUALIFY MORE THAN ONCE FOR THE PROMOTION?**

- 4.1. Multiple entries will be permitted, and participants may enter the Promotion as many times as they wish over the Promotion Period, **provided that participants comply with the Promotion entry steps set out in clause 3.3 above in respect of each entry.**
- 4.2. A person may not win more than one prize within a 6 (six) month period following his/her first win, nor shall (i) any member of such person's family (including, but not limited to, aunts, uncles, cousins, grandparents, in-laws, etc.) or (ii) friends or acquaintances residing at the same address, on the same property (including communes), or within a 2km radius of one another, qualify to win.
- 4.3. Prizes (as described in clause 5) are limited to one prize per household.

#### **5. PRIZES**

- 5.1. The Promotion will afford participants a chance to receive;  
**1 x Container Shop branded with Cadbury & Boxer Branding**  
Hereinafter referred to as "**Prize**".
- 5.2. Winners will accept the prize as is and at their own risk.
- 5.3. Promotional images on any advertising materials are merely a representation of the prize and the actual prize may vary.
- 5.4. The Promoter reserves the right to substitute any of the prizes for a different prize of similar value.
- 5.5. Any risks in relation to the prizes (such as loss, theft or damages) will pass to the winner once the prize has been collected/accepted and/or signed for by the winner. The Promoter will not be responsible for any lost, stolen or damaged prize] and no replacements will be made.
- 5.6. Prizes are not transferrable or exchangeable and may be forfeited or be the subject of a separate draw or be allocated to another winner at the Promoters' discretion. Winners are allowed however to pass their prize onto a friend/family member if they wish not to take it themselves.
- 5.7. All prize finalists will be subject to a verification process. Winners will be confirmed only once the verification process has been completed.
- 5.8. All prize finalists will need to supply a copy of their South African identity Document, Driver's license and/or permanent residency permit, proof of residential address, completed finalist form, a copy of their till slip showing their purchase and any other relevant documents to

complete the verification process.

## **6. AWARDING OF PRIZES**

6.1. All prize winners will be determined by random automatic selection at the end of the Promotion Period.

6.2. Should unforeseen circumstances prevent any draw from taking place on the set draw date, the draw will be moved to the next available date at the sole discretion of the Promoter.

6.3. It is the Participants' responsibility to provide the correct contact number when entering the Promotion. If the contact number provided by the Participant is incorrect, the winner will forfeit the prize and it will be transferred to the next randomly selected entry.

6.4. All prize finalists will first be notified via telephone. In the event that a finalist is not contactable for 3 (three) consecutive days (3 contact attempts) then such finalist will forfeit their prize and another finalist will be randomly selected and the same process as described herein will be followed.

6.5. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and may refuse to award the prize to a participant if there is suspicion of any irregularities or fraudulent activities.

6.6. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promotion as determined by Promoter in its sole discretion.

6.7. The Promoter reserves the right to withdraw the prize and/or disqualify any participant/winner that may bring the Promoter brands into disrepute.

6.8. Any dispute with number ownership (such as more than one individual claiming to be the owner of the same mobile/ contact number – verbally or otherwise) will result in immediate disqualification of both the number and the individuals and no negotiations will be entered into.

## **7. WINNER SELECTION CRITERIA**

7.1. Finalist will be selected from the pool of valid entries of Eligible Contestants.

7.2. Finalist of the Container Shop will be randomly selected by means of an electronic random draw by 15th March 2024.

7.3. Finalist will be contacted via telephone within 14 working days of the draw date, to verify their contact details. The organisers will endeavour to contact Winners post final prize selections.

7.4. A potential prize Finalist is not an actual Winner, until his/her status as an Eligible Contestant is confirmed, their entry submission is validated, and his/her qualifying documents are completed and submitted to the Promoter or someone nominated by the Promoter.

7.5. The winner must be willing and able to take delivery of the container at a confirmed address at their own cost. Permission for area where container will be delivered to be given prior to delivery – winner to obtain.

## **8. INDEMNITY**

8.1 To the extent permitted by the Consumer Protection Act and any other applicable law:

8.1.1 The participant and/or Finalists hereby indemnifies the Promoter, its associated companies (directors, officers and/or employees) and/or agents against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Promotion.

8.1.2 The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).

8.1.3 The Promoter reserves the right, at any time, to verify the validity of participants (including but not limited to a participant's identity, age, place of residence) and to reject any participant who has not complied with these Terms and Conditions.

8.1.4 Errors and omission may be accepted at the Promoter's discretion. Failure by the

Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

8.1.5 The Promoter will not be liable for any unforeseen defects in promotional materials supplied or manufactured by third parties.

8.1.6 Neither the Promoter nor its agents or distributors will have any liability in relation to this Promotion

8.1.7 The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promotion as determined by Promoter in its sole discretion.

## **9. CONFIDENTIALITY**

9.1 Participants of this promotion are voluntarily providing their personal information to the Promoter, its associated agencies and the third-party service providers running the Promotion in conjunction with the Promoter.

9.2 By entering this Promotion, participants authorise the Promoter to collect, store and use (not share) personal information of participants for communication or statistical purposes.

Participants are entitled to decline any marketing communication and inform the Promoter in writing should the participant wish to be removed from all communication.

9.3 By entering this Promotion, the participant consents that the Promoter may use names and images taken of the winners/participants for publicity purposes, without any further remuneration being payable to the winner. All promotional material will become the sole property of the Promoter. However, the participant/winner has the right to decline participating in any promotional activity or to object to these images being used by written notification to the Promoter at No. 6 Woodmead Estate, 1 Woodmead Drive, Woodmead, Sandton, 2191, Attention: Legal Department. The written notification is to reach the Promoter by no later than the last stipulated draw date.

## **10. GENERAL**

10.1 The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotion and any prizes, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonable deems necessary.

10.2 The onus rests on the participants to check the website for updates to the Terms and Conditions. Copies of these terms and conditions of this Promotion are available online at <https://www.boxer.co.za/page/competitions>

10.3 No liability shall lie on the Promoter in favour of any participant, Finalist and/or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Promoter and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Promoter.

10.4 The Promoters decision is final, and no correspondence will be entered into.

10.5 This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or any other social media platform used to promote this competition. By submitting their entries, entrants acknowledge that the social media platforms do not bear any responsibility for this competition.

10.6 If part or all of any clause of these Terms and Conditions is illegal, invalid or enforceable:

10.6.1 It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;

10.6.2 It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force.

10.7 All terms and conditions are subject to the laws of Republic of South Africa and should a doubt or dispute occur, it will be taken before the courts of Republic of South Africa.

10.8 This Promotion is not applicable in conjunction with any other offers/ promotions offered by the Promoter.

## **11. DATA PROTECTION TERMS**

11.1 The Promoter through subcontractors/sub processors may have access to specific information which can identify individuals who are consumers (known as “**Personal Information**” as defined by Protection of Personal Information Act). The Promoter and its subcontractors shall comply with all laws and regulations applicable to “Personal Information” and any related information.

11.2 Promoter through its sub-processors warrants that any “Personal Information” will be collected

in accordance with Protection of Personal Information Act.

11.3 By accessing the Cadbury Lunch Bar Boxer Promotion, the consumer/data subject gives consent to the processor to process the Personal Information related to participation in the campaign.

11.4 Personal information will be retained as long as reasonably and legally required to perform the obligations under the terms of the campaign.