

THE ‘WIN LIKE A BOSS’ (BOSS DOG FOOD PROMOTION)
TERMS AND CONDITIONS AND COMPETITION RULES

1. INTERPRETATION

1.1. In these Competition Rules, the following definitions apply (unless the context clearly indicates a contrary intention):

1.1.1. **“the Act”** means the Consumer Protection Act, No. 68 of 2008;

1.1.2. **“Blocked Participants”** has the meaning ascribed thereto in clause 10.4.2;

1.1.3. **“Channel Mobile”** means Channel Mobile Proprietary Limited (Registration Number 2018/324444/07);

1.1.4. **“Competition Rules”** means the rules, terms and conditions set out herein, as required by section 36 of the Act;

1.1.5. **“Participant”** means an individual who enters the Promotional Competition and meets the criteria contemplated in clause 4.1;

1.1.6. **“POPI”** means the Protection of Personal Information Act, No. 4 of 2013;

1.1.7. **“Promeal”** means Promeal Proprietary Limited (Registration Number 1961/001324/07);

1.1.8. **“Promoters”** means Promeal and Channel Mobile, and **“Promoter”** shall reference either one of them as the context requires;

1.1.9. **“Promotional Competition”** means the “Win like a Boss” competition to which these Competition Rules pertain, as run by the Promoters during the Promotion Period;

1.1.10. **“Promotion Period”** means the period commencing on 1 June 2020, and ending on 31 August 2020, at 00h00;

1.1.11. **“Prize”** means the “Instant Award Cash Prizes” as further described in clause 7;

1.1.12. **“Qualifying Products”** means any Boss Meatloaf Chicken 820g, Boss Meatloaf Steak 820g, Boss Stew: Chicken 775g and Boss Stew: Steak 775g

promo cans with the special Promotional Competition label and shall include no other Promeal products;

1.1.13. “**RICA**” means the Regulation of Interception of Communications and Provision of Communication-related Information Act, No. 70 of 2002;

1.1.14. “**South Africa**” means the Republic of South Africa; and

1.1.15. “**Winner**” means a Participant who is successful in the Promotional Competition and is notified as such by the Promoters in terms of clause 8 as being a winner of a Prize.

2. **INTRODUCTION**

The Promoters are offering this Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win the Prizes, in terms of the Competition Rules.

3. **THE CONSUMER PROTECTION ACT REQUIRED NOTICE**

3.1. The Competition Rules contain certain terms and conditions which may:

3.1.1. limit the risk or liability of the Promoters, or any relevant third party; and/or

3.1.2. create risk or liability for the Participant; and/or

3.1.3. compel the Participant to indemnify the Promoters or a relevant third party; and/or

3.1.4. serve as an acknowledgement, by the Participant, of certain facts.

4. **THE PARTICIPANT**

4.1. The Participant must be:

4.1.1. a natural person and in possession of a valid South African identity document (a green bar-coded ID book, bar-coded ID card, passport or driver’s license);

4.1.2. 18 years or older; and

4.1.3. a permanent resident or citizen of South Africa.

4.2. No person listed in clause 10.2 may participate in this Promotional Competition.

- 4.3. The Participant, by entering into the Promotional Competition, expressly acknowledges that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to the Competition Rules.
- 4.4. It is a material term of the Promotional Competition that all Participants to this Promotional Competition participate entirely at their own risk.

5. **QUALIFYING PRODUCTS**

- 5.1. Qualifying Products may be purchased from any participating retail stockist nationally (within South Africa). Please note that no other Promeal products are eligible for this promotion, other than the Qualifying Products.
- 5.2. Qualifying entries will only be accepted for the purchase of any of the Qualifying Products.
- 5.3. The Qualifying Products are subject to availability at time of purchase and must have a valid Promotional Competition label.

6. **ENTRY MECHANICS**

- 6.1. The Participant enters the Promotional Competition:
- 6.1.1. by purchasing any Qualifying Product and, at his/her election, dialling the USSD code from a registered prepaid cell phone number at a cost of 20c (twenty cents) per 20 (twenty) seconds and then entering the last 6 (six) digits of the barcode located on the relevant Qualifying Product purchased, followed by # as follows:
- *120*1532#** then enter the last 6 digits of the participating product barcode
- For clarity, a registered cell phone number is one that has been RICA'd (in compliance with RICA) and registered in the name of a Participant; and
- 6.1.2. then, by following the text prompts to complete the entry.
- 6.2. Participants will be required to confirm/provide the following information on submission for each unique entry in order for such entry to be valid:
- 6.2.1. name and surname (as reflected on the Participant's identity document);

- 6.2.2. valid South African identity number (as reflected on the Participant's identity document);
 - 6.2.3. valid email address; and
 - 6.2.4. the province in which the Participant resides.
- 6.3. Please note that by submitting an entry in the Promotional Competition, the Promoters will automatically obtain the Participant's cell phone number, which number will only be used in respect of this Promotional Competition and in the manner as set out in and in accordance with these Competition Rules and POPI (to the extent applicable).
- 6.4. The Participant is required to keep a copy of their till slip (proof of purchase) as proof of entry and may be required to produce such proof on request of the Promoters prior to any monies in the form of Prizes being paid out. In addition to the aforementioned, the Promoters reserve the right to request the Participant to also provide a copy of his/her identity document prior to any monies in the form of Prizes being paid out.
- 6.5. Due to network restrictions, USSD sessions time-out after 2 (two) to 4 (four) minutes (**“USSD time-out”**). If a Participant successfully enters the last 6-digits of their barcode before the USSD time-out, their entry will be considered valid.
- 6.6. Participants may enter the Promotional Competition as many times as they wish over the Promotion Period, subject to the restrictions set out in clause 6.7 below, and provided that Participants complete the Promotional Competition entry steps set out in this clause 6.
- 6.7. Participants can enter a maximum of 5 (five) times per day, with a maximum number of automated entries of 30 (thirty) per month. Thereafter, the cell phone number of the Participant will be blocked. Participants will be required to contact the dedicated Customer Care number on 0879432655 and to provide proof of purchase for the 30 (thirty) or more tins so purchased by the Participant to have their number unblocked.
- 6.8. The identity number and/or the cell phone number of the Participant will be cross referenced for the purpose as set out in clause 6.7. Any suspected non-conformance to these Competition Rules will automatically disqualify the Participant from further entries to the remainder of the Promotional Competition and which disqualification shall be in the sole and absolute discretion of the Promoters.

- 6.9. Standard mobile USSD rates and terms and conditions apply to all entries (or attempted entries) in this Promotional Competition.
- 6.10. Automatic validation will apply on certain cell phone numbers and identity numbers, and these entries will automatically be disqualified from this Promotional Competition. These include the service providers and/or internal employees of Promeal and its associated companies and such further persons as listed in clause 10.2 below. Weekly validation checks will be performed and these entries will be deemed ineligible before the draw takes place each week.
- 6.11. The Promotional Competition runs for the Promotion Period, and:
- 6.11.1. entries received prior to this period will be notified of this by return message and are welcome to enter such entry again during the Promotion Period. USSD costs will still be incurred for any entry received prior to the Promotion Period;
- 6.11.2. entries received after the Promotion Period will be notified by return message that the Promotion Period has expired. USSD costs will still be incurred in respect of any entry received after the expiration of the Promotion Period.

7. THE PRIZES

Participants stand a chance to win a share of R250 000 (two hundred and fifty thousand Rand) in cash Prizes in the form of an “Instant Award Cash Prize”, distributed as follows:

- 7.1. **11 weekly Prizes – each of the first 11 weeks of the Promotion Period the following can be won:**
- 7.1.1. 1 x R1000 = R1 000;
- 7.1.2. 50 x R100; and = R5 000;
- 7.1.3. 260 x R50 = R13 000;
- 7.2. **final week Prizes (i.e. week 12 of the Promotion Period) – in the final week of the Promotion Period the following can be won:**
- 7.2.1. 1 x R1000 = R1 000;
- 7.2.2. 100 x R100 = R10 000;

- 7.2.3. 400 x R50 = R20 000;
- 7.2.4. 1 x grand Prize Winner = R10 000.
- 7.3. All weekly entries will automatically be entered into the draw for the grand Prize of R10 000 (ten thousand Rand).
- 7.4. Prizes will be awarded in one batch once a week on a Friday prior to 12pm in each week of the Promotion Period, after the validation process has been completed on all entries for the applicable week of the Promotion Period.
- 7.5. The total cash to be distributed as Prizes amount to R250 000 (two hundred and fifty thousand Rand) awarded over the Promotion Period.
- 7.6. Should there be less than 2000 (two thousand) unique entries in any week during the Promotion Period, the Promoters reserve the right to determine, in their sole discretion, to roll any prizes for such week over to the following week and/or any subsequent week.

8. HOW TO CLAIM YOUR INSTANT AWARD CASH PRIZE

- 8.1. Participants who have won a Prize will be sent a communication (by means of an SMS) from the Promoters confirming that they have won.
- 8.2. Confirmed winners will be sent an SMS from ABSA Bank Limited containing the 10-digit Cash-Send Pin.
- 8.3. 10 Digit codes will be sent on the Friday before 12pm, for all winners in the applicable week of the Promotion Period.
- 8.4. Participants that have won a weekly Prize (i.e. a cash prize of less than R10 000 (ten thousand Rand)) are then required to go to any ABSA ATM, enter their mobile number, the access code provided and the 10-digit pin, following which the cash amount will be dispensed from the ATM. Alternatively, the Prize will be paid by way of electronic funds transfer (EFT) which will be made into the nominated bank account of the Winner.
- 8.5. The Winner of the grand Prize of R10 000 (ten thousand Rand) will be notified via an SMS and/or an email. The Winner will also be contacted by a representative of the Promoters to produce a proof of purchase (within 5 (five) days of the SMS notification), a valid certified copy of his/her identity document and written

confirmation of the banking details of the Winner. On verification a direct electronic funds transfer (EFT) will be made into the nominated bank account of the Winner.

- 8.6. Proof of winners details are to be emailed for verification to : competitions@channelmobile.co.za. Failure to provide correct, valid documents will result in forfeiture of the prize.
- 8.7. Winning access (confirmation) codes will be valid for a period of 30 (thirty) days from the code having been received by the Winner. The Promoters will send 1 (one) reminder message to a Winner within 5 (five) days of the Prize having been won, reminding the Winner that the Prize has not been redeemed and state the applicable date on which the access code/pin will expire.
- 8.8. Winners who's access codes/pins have expired will forfeit their prizes. Applications to have these access codes/pins reissued can be done so by phoning the dedicated number on 0879432655. The Promoters will in their sole discretion determine whether an access code/pin will be re-issued to a Winner at the end of the campaign period, being 31 August 2020.
- 8.9. Should an ATM not have the correct notes and is unable to issue the monies, an alternative ATM can be used using the same access code(s) and pin(s). This is out of the control of the Promoters and any further issues with an ATM / obtaining the monies need to be directed to the appropriate bank whose ATM the Winner attempted to use.
- 8.10. Prizes are non-transferable.

9. PRIZE QUALIFICATION RULES

- 9.1. A Prize may not be handed over to a Winner when it is prohibited by law for the Winner to use the prize.
- 9.2. A Winner must provide valid proof of identity (a green bar-coded ID book, bar-coded ID card, passport or driver's license) and proof of purchase (if requested).
- 9.3. The Promoters reserve the right to substitute the Prize with any other prize of similar commercial value to the Prize offered herein, at its sole discretion.
- 9.4. The Prizes will not be awarded to a third party.
- 9.5. A Winner will accept the Prize "as is" and at his/her own risk.

- 9.6. No person ineligible or disqualified in terms of clause 6.10 and/or clause 10.2 will be entitled to claim a Prize (in the event of such person nonetheless entering this Promotional Competition and winning a Prize) and such Prize shall, at the sole discretion of the Promoters, be re-awarded to eligible Participants that entered the Promotional Competition during such week, or during a subsequent week of the Promotion Period.

10. THE RULES

- 10.1. These Competition Rules shall be governed by and interpreted according to the laws of South Africa.
- 10.2. The Promotional Competition is limited to residents of South Africa in possession of a valid South African identity document. In addition, the following people shall not be eligible to participate in this Promotional Competition and/or to win any Prizes:
- 10.2.1. employee, director, member, partner, agent or consultant or any person directly or indirectly who controls, or is controlled by, the Promoters and/or immediate family members of any employee, director, member, partner, agent or consultant of or person indirectly or directly in control or controlled by the Promoters - their agencies, advisers, dealers, suppliers, its affiliates and/or associated companies and any employee or any family member of the Promoters;
- 10.2.2. spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified in clause 10.2.1;
- 10.2.3. persons who are not legal residents of South Africa;
- 10.2.4. persons not in possession of a valid South African identity document (a green bar-coded ID book, bar-coded ID card, passport or driver's license); and
- 10.2.5. persons under the age of 18 years.
- 10.3. The Promotional Competition shall commence on 1 June 2020 or such date as the Qualifying Products are available for purchase (whichever occurs last) and will end at midnight on 31 August 2020. No entries received after midnight on the 31st of August 2020 will be considered.

- 10.4. Competition entries are subject to the following conditions:
- 10.4.1. no computer-based entries will be accepted;
 - 10.4.2. any cell phone number that enters an incorrect barcode 5 (five) times in succession will be locked out of the Promotional Competition for the entire duration of the Promotional Competition (“**Blocked Participants**”). Blocked Participants have an opportunity to call Channel Mobile on 0879432655 between 09h00 to 17h00 Monday to Friday should there be a valid reason, which is acceptable to the Promoters, for the Blocked Participants entering an incorrect barcode 5 (five) times in total over the duration of the Promotional Competition; and
 - 10.4.3. The Participant is liable to ensure that he/she submits correct USSD entries. Costs for incorrect USSD entries are not refundable and the Promoters shall in no manner whatsoever be liable therefor.
 - 10.4.4. entries that are submitted via an incorrect entry mechanism, contain errors or from disqualified and/or Blocked Participants will be declared invalid and will forfeit the Prize to the extent that they become a Winner.

11. **GENERAL**

- 11.1. By entering the Promotional Competition, all Participants agree to be bound by these Competition Rules.
- 11.2. The Promoters and its agencies have the right to refuse to award a Prize to a Participant if there is suspicion of any irregularities or fraudulent activities.
- 11.3. The Promoters may require a Winner to complete and submit an information disclosure agreement to the Promoters to ensure compliance with these Competition Rules.
- 11.4. Should a Winner be found to have failed to comply with these Competition Rules, he/she will automatically be disqualified and the Prize will be forfeited. Winners may also be required to sign acceptance of Prizes and indemnity documents.
- 11.5. Winners may be requested to provide proof of repeat purchases if their entry volumes are seen to be excessive in amount, throughout the Promotion Period, as

per the Promoters' discretion, as it is assumed that each entry is associated with a new Qualifying Product purchase.

- 11.6. In addition to any other verification requirements set out in these Competition Rules, the Promoters may require a Winner to complete and submit an information disclosure agreement and indemnification, as well as supply a certified copy of their valid South African identity document or passport with their endorsed permanent residence permit within 24 (twenty four) hours of being confirmed a Winner, to enable the Promoters to ensure compliance with these Competition Rules and the Act. Should any Winner refuse or be unable to comply with this rule for any reason, such Winner will be deemed to have rejected the Prize and it shall revert back to the Promoters.
- 11.7. By entering this Promotional Competition, the Participants authorise the Promoters to collect, store and use (not share) personal information of Participants for communication or statistical purposes or for the purpose of sharing future promotions. The Participants are entitled to decline any marketing communication and/or to opt-out of any SMS and/or other communication channels by emailing competitions@channelmobile.co.za or calling us on 0879432655. Any personal data submitted by the Participants will be used solely in accordance with current South African data protection legislation, the Act, POPI (to the extent applicable and in force) and the Promeal privacy policy (if any).
- 11.8. Any personal data relating to a Winner or any other Participant will be used solely in accordance with the Act and POPI (to the extent applicable and in force) and will not be disclosed to a third party without the Participants prior consent.
- 11.9. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social network.
- 11.10. A Winner and/or Participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Winners and/or Participants shall at all times be entitled to decline the above request. Winners and/or Participants that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the Promoters.
- 11.11. By entering the Promotional Competition, all Participants and a Winner agree to be bound by these Competition Rules, which will be interpreted by the Promoters,

whose decision regarding any dispute will be final and binding and no correspondence shall be entered into regarding the decision. Participants may however direct any complaints or suggestions regarding the Promotional Competition to careline@promeal.co.za.

- 11.12. The Promoters reserve the right to:
- 11.12.1. amend, modify, change, postpone, suspend or cancel this Promotional Competition and any Prizes, or any aspect thereof, immediately and without notice **for any reason beyond its/their control requiring this**; or
 - 11.12.2. cancel, terminate or suspend the Promotional Competition, immediately and without notice **for any reason beyond its/their control requiring this** and to select Winners from among all eligible entries received prior to the cancellation.
- 11.13. In the event of such termination as contemplated in clause 11.12 above, all Participants agree to waive any rights that they may have in terms of this Promotional Competition and acknowledge that they will have no recourse against either of the Promoters, their agents and staff.
- 11.14. For further information or enquiries please email consumer services at competitions@channelmobile.co.za or call 0879432655. Calls to this number will be charged by your cellular network service provider.
- 11.15. A copy of these Competition Rules is available at no cost and can be downloaded in printable form from www.bosssdogfood.co.za as well as on <https://www.facebook.com/bosssdogfood/>.

12. INDEMNIFICATION

- 12.1. By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:
- 12.1.1. the Participant indemnifies and holds harmless the Promoters, its associated companies and its promotional partners, their employees, directors, officers and their agents (“**the Indemnified Parties**”) of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Promotional Competition and related events and activities, including, without limitation, personal injuries,

accident, harm, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and

- 12.1.2. the Participant accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by a Winner subsequent to claiming the Prize.
- 12.2. All Participants and a Winner, as the case may be, indemnify the Promoters, their advertising agencies, advisers, nominated agents and suppliers identified by the trademarks owned by or licensed to Promeal, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way in this Promotional Competition including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoters and/or use of a Prize.
- 12.3. The Promoters assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. The Promoters are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Promoters on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to a Participant or any other person's computer relating to or resulting from participation in this Promotional Competition or downloading any materials in this Promotional Competition.