



## Competition terms and conditions

### Eligibility

The competition is open to South African residents only.

The competition is not open to employees of Chalmar Beef and their immediate families, the prize sponsors and their respective PR companies.

When the same competition is offered at different Chalmar Beef supplied restaurants during the same month, an individual may enter the competition through more than one participating restaurant, but will only be awarded one prize should the individual be selected through the random draw.

### Acceptance

By entering the competition all participants and the winner agree to be bound by these rules, which will be interpreted by the promoter, in its sole discretion and its decision regarding any dispute will be conclusive, final and binding and will not be challenged on any grounds, including without limitation, the grounds that the Promoter failed to act reasonably, fairly, in good faith or otherwise in accordance with the principles or procedural fairness.

Chalmar Beef reserves the right to amend the validity dates of this competition at any time.

To enter the competition all entrants must comply with the competition by submitting the details as requested. **Entries will be considered incomplete and thus disqualified if the entrant does not provide all requested information, including a name, telephone number and email address.**

Multiple entries accepted.

### Participation

By entering this competition, you agree to be bound by the rules specified in these terms and conditions.

By entering this competition, you agree to be contacted by the relevant supplier's Facebook Page and by means of email or telephone.



Winners will be drawn by Chalmar Beef from all valid entries. Cash payment of the winnings is not possible; any recourse to courts of law is excluded.

The competition winner will have 5 working days to claim acceptance of his/her prize and the receipt thereof will be subject to age verification and citizenship. Upon failure to do so, Chalmar Beef reserves the right to draw a new winner in accordance with the terms stipulated herein.

The winner of this competition shall be chosen in accordance with the requirements and procedures of the Consumer Protection Act of 2008. The prize will go to the first name selected at random after the closing date.

The winner will be notified telephonically or via email and the winner's name will also be posted on Chalmar Beef's Facebook page on or before within three weeks of the closing date on the mobile number or email address that they entered this competition with. Delivery will be arranged by Chalmar Beef upon receiving valid verification. Delivery can take up to 4 – 6 weeks depending on availability of the prizes from the prize sponsor and the geographical location in South Africa of the prize winner.

The Promoter reserves the right to substitute a prize with any other prize of equal value to the prize offered herein, at its sole discretion.

The decision of the Promoter is final and the promoter shall not enter into any correspondence about the result.

Entries that do not comply with these terms and conditions will be disqualified.

Any breach of the terms and conditions may, at the Promoter's absolute discretion, result in forfeiture of any prize.

The Promoter shall not be liable for any disruption to the competition, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of any disruption to the competition the Promoter shall use its reasonable endeavours to remedy any disruption and resume the competition on a fair and equitable basis to the entrants.

The Promoter reserves the right to disqualify an entrant/s if they do not respond to a telephone call and email to them within 14 hours of notification thereof and in such event a randomly selected replacement entrant from the competition entries will be chosen.

In such circumstances, the replacement entrant shall be contacted by the Promoter by telephone and email as soon as reasonably practicable and shall be required to respond to the Promoter in the manner set out in such email.



In the event that the replacement entrant fails to respond to the Promoter as required then the provisions of the clause shall apply to that new winner in the same way were an original winner.

Unclaimed prizes will not be resent. Chalmar Beef reserves the right to redistribute the unclaimed prize.

### **Personal Data**

You (the entrant) will be asked to provide your (full name, phone number, email address and age and other related information, amongst others).

The Promoter and its affiliates collect and will use personal data listed hereby in order to enable your participation in this competition and related online activities.

Completion of a contract form is required for registration. All the data entered into the form / slip by you is collected, processed and used by Chalmar Beef solely for the purpose of (potentially) winning in a sweepstake as well as our own legitimate commercial interests. The storage and use of your personal data always occurs in accordance with the applicable data protection regulations.

Your personal data will be available exclusively for the Promoter's, its affiliates and subsidiaries' marketing purposes and, by participating in the competition, you expressly consent to the transfer, storage and processing of the data in South Africa.

The Promoter keeps the data to fulfil the purposes for which it was collected or as required by applicable laws or regulations.

The Promoter will not use your (the entrants) information for a different purpose without first asking permission to do so. The Promoter may however share the entrant's personal information with any of its subsidiaries worldwide, or with authorised third parties.

The Promoter does not allow third parties to use your (the entrants) personal information for a different purpose.

### **Ownership and Publicity**

The Promoter does not claim ownership of your submission to the competition, but by submitting an entry, you are granting the Promoter as well as its affiliated companies the following worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid-up rights: to publish your name or alias in connection with this competition and your contributions.



Chalmar Beef reserves the right to publish the name(s) and/or photograph(s) of the winner(s).

Therefore, entrants understand and agree that their submission may be posted and publicly viewable.

By providing a submission, you grant the Promoter and its affiliated companies the right, except where prohibited by law, to use your name for competition purposes in promoting or publicising the competition, including the right to name the winner(s) of the prize(s) in public.

The Promoter, however, does not have any obligation to use the winning entries for any purpose.

The winner(s) hereby agrees to allow the Promoter's, to require the winner/s (at no fee) to be identified and a photograph/s taken and published in printed media, or to appear on radio and television, and various online channels when accepting their prize(s).

Details of the winner(s) may also be announced on the Promoter's website and any other media properties that it chooses. The Promoter, acting reasonably, retains the right to delay the timing of the publication of the winners of the competition.

By entering this, the Promoter reserves the right to communicate with you at any given time during and after the campaign and you may opt out or de-register at any time.

### **Indemnity**

All entrants and winners indemnify the Promoter, its advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or loss howsoever arising, including but not limited to wilful misconduct or negligent act or omission arising from their participation in this competition.

### **Release of Liability**

The Promoter reserves the right to terminate the competition at any time.

The Promoter cannot accept any responsibility for entries not received because they have been lost, or not received due to interrupted internet connections or miscommunications, or other electronic malfunctions.

Any entries found to be duplicate or fraudulent will result in the entrant being excluded from the competition.



By participating, all entrants release the Promoter, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this competition from any and all liability with respect to and in any way arising from participation in this competition, acceptance or use of prize(s).

Entrants also agree that the Promoter, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this competition are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from the competition, the submission and/or its prize(s).

Therefore, if you enter into this competition, you agree not to hold the Promoter or any associated parties of the Promoter liable for any loss or injury you may suffer as a result of entering into this competition.

The Promoter is not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the competition or downloading of information in connection with the competition.

The Promoter reserves the right to modify or cancel the competition in the event that any portion of any website used to administer any aspect of the competition becomes technically corrupted.

The Promoter assumes no responsibility for any error, omission, interrupted, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries.

The Promoter is 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 email or entry to be received by the Promoter on account of technical problems, human error or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to the entrant's or any person's computer relating to or resulting from participation in this competition or downloading any materials in this competition.

Entrants agree that the Promoter and its subsidiaries (The Promoter included), as well as the Promoter's Corporation's or its subsidiaries 'advertising and competition agencies, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever, and will be held harmless by winner(s) for any injuries, losses or costs



or damage of any kind resulting in whole or in part, directly or indirectly from acceptance, possession, misuse or use of prize or parts thereof, or from participation in this competition.

The Promoter's entire liability and your sole and exclusive remedy will be limited to a distribution of the equivalent number of prizes as set forth above. By participating in the competition, you waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) month after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.

### **Facebook**

This competition is no way organised, endorsed or administered by, or associated with Facebook. You (the entrant) understand that you are providing your information to the Promoter and not to Facebook. The information you provide will be used for emails/sms communications for future competitions.

Any questions, comments or complaints regarding the competition can be directed to the Promoter and not to Facebook.

Instructions form part of the terms and conditions.

The Promoter reserves the right to change any of these terms and conditions at any time, without any notice being given to those participating.

### **Privacy policy**

Chalmar Beef (the Promoter) treats all information collected as confidential. The Promoter privacy policy outlines how the Promoter collects this information and uses it throughout your interactions with the Promoter.

Information is collected by specifically requesting it from you, this occurs when you enter the competition.

Use of information is collected on the site.

The Promoter wants to help you maintain your privacy on the internet.

The Promoter will treat your information in total confidence and will only share your information with our affiliates, investors, alliance partners and agents and will not sell, share or rent this information to any other third-parties.

The information which the Promoter collects from you may be used for a variety of reasons, such as establishing the general demographics, statistics or market information or to compile a broad profile of visitors who engage with the Promoter.



### **Competition emails**

You may automatically be added to the Promoter's mailing list and the Promoter could notify you of new services or specials which may be of interest to you.

From time to time the Promoter may email you information about the Promoter's or our partners, if you do not wish to receive this email you can opt out as provided for in the email.

### **Right to amend the policy**

Chalmar Beef reserves the right to change the terms and conditions at any given time.