

WHAT YOUR HEART BEATS FOR

(this "Competition").

TERMS AND CONDITIONS

The promoter is Siqualo Foods Proprietary Limited (Flora) and Metropolitan Republic (Pty) Ltd, which is contracted to promote this Competition (collectively "the Promoter").

Any persons entering or participating in this Competition ("Participant") accept and agree that by entering this Competition they have had an opportunity to read and consider these Terms and Conditions and that they are bound by these Terms and Conditions.

1. What is the Prize

- 1.1. A Participant stands a chance of winning 1 of 10 cash prizes of R20,000 each ("Prize").
- 1.2. The Prize is not transferrable and may not be exchanged for any other items. The Promoter reserves the right to substitute the prize/s with any other prize of comparable commercial value.

2. Who can participate

- 2.1. Any legal resident of South Africa who is 18 years or older may participate in this Competition.
- 2.2. No director, member, partner, employee or agent of, or consultant to the Promoter, any person who directly or indirectly controls or is controlled by the Promoter or any supplier of goods or services in connection with the Promotion may enter this Competition.

3. How to Participate

- 3.1. To enter this Competition, each Participant must, either:
 - 3.1.1. Purchase any Flora 500g or 1kg tub variant at any retailer nationwide and then, on their cell phone, dial *120*7426# and the last 4 digits of the barcode found on the back of the Flora product. The USSD cost is 20c per 20 seconds. Participants must retain their till slip as proof of purchase.

OR
 - 3.1.2. Take a video or photograph showing what their heart beats for and upload the video or photograph to Instagram using the hash tag "#MyHeartBeatsFor" and tag @FloraSouthAfrica in the video or photograph;

OR
 - 3.1.3. Leave a comment explaining what their heart beats for on the "#MyHeartBeatsFor" competition post on the Flora South Africa Facebook page.
- 3.2. Multiple entries are permitted but consumers may only win one of the cash prizes during the campaign.
- 3.3. Entries which are unclear, illegible or contain errors will be declared invalid.
- 3.4. **The Promoter shall not be responsible for any lost, damaged or delayed entries for any reason whatsoever, and proof of sending will not be accepted as proof of receipt by the Promoter. The Promoter is not liable for any technical failures affecting the participation and/or Prize redemption process of this Competition.**
- 3.5. In the event that entry into this Competition is contingent on the Participant entering any website or social media page or application, the Participant hereby acknowledges that any

and all costs associated with the required internet connection will not constitute a cost of entering into this Competition and shall be borne solely by the Participant.

4. Personal Information

- 4.1. By entering this Competition the Participant consents to the collection, use, storage, disclosure, processing and further processing of his/her personal information (the Participant's name, ID number, cellphone number, address, personal preferences, and other personal information the Participant provides when entering and participating in this Competition) by the Promoter and Plumb5, which sends the Promoter's communications.
- 4.2. The purposes for processing personal information is to: (i) conduct this Competition; (ii) facilitate the Participant's participation in the Competition; (iii) communicate with the Participant and send direct marketing communication on Flora and similar products via WhatsApp/SMS and (v) for market and product research.
- 4.3. Should the Participant object to the processing of his/her personal information and/or receipt of direct marketing, the Participant should send an email to *Consumer.affairs-za@sicalofoods.com*.
- 4.4. By posting any content, images, or comments on any of the Promoter's public and/or social media platform, a Participant consents to and gives the Promoter a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the Promoter's products and/or services.

5. Indemnity

- 5.1. **By entering this Competition, the Participant unconditionally and irrevocably indemnifies and holds harmless the Promoter, as well as its holding company, its subsidiaries and any subsidiaries of its holding company, and their successors and assigns, directors, employees, agents or consultants against all and any losses, claims, proceeding, actions, damages, (direct, consequential or otherwise) liability, demands, expenses, legal costs (on an attorney and own client basis) howsoever arising out of, based upon, or in connection with (directly or indirectly) the Participant's participation in the Competition and the Prize/s.**

6. Duration

- 6.1. This Competition runs from 26 April 2021 and closes at 23:59 on 30 June 2021 ("Closing Date"). Any entries received after the Closing Date will not be considered.
- 6.2. The Promoter reserves the right to reasonably extend, shorten, suspend the time period of this Competition or terminate the Competition for technical, commercial, and/or operational reasons, or for reasons beyond its control. **This Competition, Prize and Terms and Conditions may be reasonably amended by the Promoter, at any time during the Competition. In such event, all Participants waive any rights that they may have/purport to have in terms of this Competition, and acknowledge that they shall have no recourse against the Promoter whatsoever.**

7. Results

- 7.1. Entries submitted via USSD:
 - 7.1.1. 5 winners will be selected by a random draw within 90 days of the Closing Date.
 - 7.1.2. Winners will be contacted via telephone within 3 days of the date on which the winner is determined. The winners must produce their till slip in order to claim the Prize. Failure to produce a valid till slip will result in the winner forfeiting their prize.
- 7.2. Entries submitted via Instagram or via the Flora Facebook page (collectively the "Flora South

Africa social media“):

2

- 7.2.1. 1 winner will be selected by a random draw every second week for the duration of this Competition. Entries are compiled and assigned a number. The winner will be selected using a random number generator.
- 7.2.2. In total 5 winners will be selected from the entries submitted via Flora South Africa social media.
- 7.3. Winners will be announced on the relevant Flora South Africa social media pages within 14 days of the date on which the winner is determined.
- 7.4. In the event that a winner cannot be successfully contacted, or fails to respond to the Promoter within this time, the Promoter reserves the right to select another Participant in substitution. The names of the winners will also be published on the FLORA website, <http://www.florastrongheart.co.za>.
- 7.5. The Promotor may require the winner/s to:
 - 7.5.1. to provide their name, identity/passport number, and to enable to Promotor to verify the entry;
 - 7.5.2. to sign an acknowledgment of receipt of the Prize, and indemnity; and
 - 7.5.3. where the entry includes the submission of any work eligible for copyright in terms of the Copyright Act No. 98 of 1978, as amended conclude an agreement of assignment whereby any rights which the winner may have in respect of such works are transferred to the Promoter.
- 7.6. Should the winner/s refuse to comply with this rule for any reason then the winner shall be deemed to have rejected the Prize, and it shall revert to the Promoter.
- 7.7. Any winner may be requested to attend the draw and announcement of the winner, to take part in the Promoter’s publicity campaigns or to allow their names and likenesses to be used by the Promoter for promotional purposes. The winner is, however, entitled to decline such request.
- 7.8. Where a winner consents to take part in the Promoter’s publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.

8. Disputes

- 8.1. Should any dispute arise in relation to these Terms and Conditions, the Promoter’s decision will be final and no correspondence shall be entered into.
- 8.2. For more information or a copy of these Terms and Conditions, please visit <https://florastrongheart.co.za/>. Any Competition related queries may be directed to Consumer.affairs-za@sigalofoods.com from Monday to Friday, 8:30am to 5:00pm.

