

FLORA HEART HEALTH MONTH SOCIAL MEDIA COMPETITION

("Competition").

TERMS AND CONDITIONS

The promoter is Siqualo Foods (Pty) Ltd and Oliver Agency (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:

1.1.1. 1 (one) of 9 (nine) gift sets to the value of R1,000.00 (one thousand rand) each; or

1.1.2. 1 (one) of 3 (three) 30 Minute Virtual Dietician Consults from Nutritional Solutions to the value of R580.00 (five hundred and eighty rand) each; or

1.1.3. 1 (one) Virtual Gym consultation with a private trainer from Pro-Fit Private Training to the value of R480.00 (four hundred and eighty rand).

1.1.4. 1 (one) of 3 (three) Grand winner prizes to the value of R1500 (One thousand five hundred rand).

1.2. The Prize is not transferrable and may not be exchanged for cash or 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 person in South Africa who is 18 (eighteen) years or older may participate in this Competition provided he/she is in possession of a valid South African identity document, passport or document of proof of South African residency.

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, or the spouses, life partners, business partners or immediate family members of such aforesaid persons may enter this Competition.

3. How to Participate

3.1. To enter this Competition, Participants must:

3.1.1. buy any Flora Limited Edition Regular or Flora Limited Edition Light 1kg or 500g tub;

3.1.2. scan the QR code on the pack and follow the instructions which includes:

3.1.2.1. entering your name, surname, phone number and barcode number.

3.1.2.2. follow the Flora Facebook and/or Instagram page.

3.1.2.3. post a picture of the progress of your health journey on either the Flora gym OR the Flora eating program on their Instagram OR Facebook Story/Post;

3.1.2.4. tag the Flora Facebook page @florastrongheart OR the Flora Instagram page @florasouthafrica;

3.1.2.5. use the hashtag: #FloraLoveYourHeart on the post; and

3.1.2.6. ensure your Instagram account is set to public.

3.2. Entries which are unclear, illegible or contain errors will be declared invalid.

3.3. 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.

3.4. 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.

3.5. Multiple entries are permitted

3.6. A Participant's entries may be restricted if it is believed their entries are excessive and any future entries and the entrants profile may be blocked until investigated.

3.7. Participants are eligible to win twice for the duration of the Competition, once for winning a Prize described in clause 1.1.1, 1.1.2 or 1.1.3 and a second for winning the grand prize which they will be entered in to automatically upon winning a first prize as aforementioned

3.8. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.

3.9. The Promoter reserves the right to disqualify any entry if any act of fraud or dishonesty is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.

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, surname, ID number, cell phone number, address, personal preferences, and other personal information the Participant provides when entering and participating in this Competition) by the Promoter.

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 products via SMS, WhatsApp, telephone and/or e-mail and (iv) 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 consumercare@sigalofoods.com

4.4. By posting any content, images, or comments on any of the Promoter's public and/or social media platforms, 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 12 September 2024 and closes at 23h59pm on 15 November 2024 ("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. **The 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. The provisional winner(s) will be selected by a random draw biweekly as follows:

7.1.1. **24 September 2024:** 3 (three) provisional winner(s) will be drawn for 3 (three) gifts sets

7.1.2. **8 October 2024:** 3 (three) provisional winner(s) will be drawn for 3 (three) gifts sets

7.1.3. **22 October 2024:** 3 (three) provisional winner(s) will be drawn for 3 (three) gifts sets

7.1.4. **5 November 2024:** 3 (three) provisional winner(s) will be drawn for the 3 (three) 30 Minute Virtual Dietician Consults from Nutritional Solutions and 1(one) provisional winner(s) will be drawn for the Virtual Gym consultation with a private trainer from Pro-Fit Private Training.

7.1.5. **19 November 2024 :** 3 (three) provisional winner (s) will be drawn for the Grand Prize

7.2. The Participant(s) selected as the recipient(s) of the Prize will be notified via direct messenger within 5 (five) working days of the date on which the winner(s) is determined. In the event that the winner(s) 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 may be published on the Promoter's website <https://florastrongheart.co.za/> and/or social media page.

7.3. The Promoter will require the winner/s to:

7.3.1. provide their name, identity number, and to enable the Promoter to verify the entry;

7.3.2. sign an acknowledgment of receipt of the Prize, and indemnity; and

7.3.3. 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(s) may have in respect of such works are transferred to the Promoter.

7.4. Should the winner/s refuse to comply with this rule for any reason then the winner/s shall be deemed to have rejected the Prize, and it shall revert to the Promoter.

7.5. The Promoter reserves the right to announce the name of the winner publicly. 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 photos and likenesses to be used by the Promoter for promotional purposes. The winner is, however, entitled to decline such request.

7.6. 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. General

8.1. The Promoter reserves the right to delete any information uploaded by a participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment.

8.2. Participants warrant that they have full rights to the images and stories that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.

9. Disputes

9.1. 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.

9.2. For more information or a copy of these Terms and Conditions, please visit www.florastrongheart.co.za Any Competition related queries may be directed to consumercare@sigalofoods.com from Monday to Friday, 8:30am to 5:00pm.