

PROMOTIONAL COMPETITION TERMS & CONDITIONS

1. These Terms

- 1.1. These **Promotional Competition Terms & Conditions** (which include the **Promotional Competition Details**) set out the basis for participating in the Promotional Competition identified below.
- 1.2. By entering or participating in the Promotional Competition **you agree** to these Promotional Competition Terms & Conditions.
- 1.3. A **Privacy Notice** provided in connection with these Promotional Competition Terms & Conditions should be regarded as part of these Promotional Competition Terms & Conditions.

2. Promotional Competition Details

<p>Promoter</p>	<p>Unilever South Africa (Pty) Limited; Registered/Primary address: 15 Nollsworth Crescent, Nollsworth Park, La Lucia Ridge Office Estate, La Lucia, 4051; Contact details Name: Phemelo Pule Email: info.unileverfoodsolutions2@unilever.com Phone number: 0860314151</p>
<p>Promotional Competition</p>	<p>The Promotional Competition is called “Stand a chance to win a double milkshake maker”.</p> <p>The Promotional Competition provides the Independent Restaurant Operators (“Entrants”) a chance to win 1 of 6 Double Head Milkshake makers worth R2999 EACH over the <u>promotional period of 1 October 2024 to 31 December 2024</u>.</p> <p>Promotion Mechanic</p> <p>To enter, each Independent Restaurant (Operator) is required to purchase 2x unique products from the Stand a chance to win a double head milkshake maker competition participating basket.</p> <p>Multiple entries are allowed (Provided each invoice meet the promotional mechanic requirements)</p> <p>The Prize:</p> <p>1 of 6 Double Head Milkshake makers worth R2999 EACH</p> <p>NB: Prize belongs to the Independent Restaurant (Operator) and NOT the individual person physically placing orders, or responsible in any way for the order.</p>

Prize(s)	<p>The Prize:</p> <p>1 of 6 Double Head Milkshake makers worth R2999 EACH</p>
Selecting Winner(s)	<p>Number of winners: 6 winners in total by the end of the promotional period.</p> <p>Date of selection of winner(s): Within a month of the promotional competition period completion.</p> <p>Determining Prize Winner(s): Winners will be determined using a <u>random draw system method</u>. Qualifying customers may be requested to supply the qualifying invoices upon the receipt of data from the respective trade partner. Customers will be allowed 1 week to supply the invoices required – Failure to supply the invoices on time may result in forfeiture of the competition entry.</p> <p>Method of allocation where multiple Prize(s) apply: Not applicable;</p> <p>Basis of re-allocation if a Prize is not claimed, the Prize(s) will become invalid.</p> <p>Tie-breaker (if required): Not applicable;</p>
Entrant Requirements	<p>Must be a legal entity registered under the participating countries Company Laws and must be a UFS customer.</p> <p>Country of residence: South Africa, Zambia, Botswana and Namibia.</p> <p>Other: The participants must be active operators of the Unilever Food Solutions products in the foodservice industry.</p>
Excluded Entrants	<p>Any of the following:</p> <ol style="list-style-type: none"> 1. Agents, distributors and other organisations commercially connected to the Promoter; 2. Employees and directors of the Promoter, including their families and co-habitors; 3. Shareholders in the Promoter;
Entry Instructions	<p>The participating customers will be selected based on the qualifying mechanic of buying 2x unique SKUs from the below participating products.</p> <p>Products valid for promotion:</p> <ul style="list-style-type: none"> • CARTE D'OR STRAWBERRY M/SHAKE SYRUP • CARTE D'OR CHOCOLATE M/SHAKE SYRUP • CARTE D'OR BUBBLEGUM M/SHAKE SYRUP • CARTE D'OR LIME M/SHAKE SYRUP

	<ul style="list-style-type: none"> • CARTE D'OR CHOCOLATE SAUCE • CARTE D'OR CARAMEL MS SYRUP • CARTE D'OR WILD BERRY SAUCE • CARTE D'OR STRAWBERRY SAUCE
Opening/Closing Date for Entries	Opening Date: 01 October 2024 Closing Date: 31 December 2024
Other Promotional Competition Requirements	Not applicable;
Notification of Winning and Claiming Prizes	<p>Notification of winning:</p> <ul style="list-style-type: none"> • Method – By email on the email address provided by the Entrants; • Timing – Within 1 month after Promotional Competition is closed; <p>Claiming Prizes:</p> <ul style="list-style-type: none"> • Method – Promoter will call the selected winners on the contact number provided by them during the competition entry and confirm the physical address shared by the Entrants and then send the Prize(s) over to the customer; • Timing - NA;
Licence/Charity ref (if required)	Not applicable;

3. Promotional Competition Basis

3.1. This Promotional Competition is:

- a. **open** to those meeting the **Entrant Requirements**;
- b. **not open** to those falling within the description of **Excluded Entrants** (even if they meet the Entrant Requirements).

3.2. You must follow the **Entry Instructions**.

3.3. You may **only submit one entry**, even where entering on behalf of others – these other persons/parties may not submit separate entries. The exception to this rule is where the Promotional Competition Details clearly and specifically allow multiple entries. Entries must not be automatically generated by computer or otherwise submitted on an inappropriate basis (for example using multiple names, email or social media accounts to enter).

- 3.4. You may **only win one Prize**, even where entering on behalf of others – only one Prize can be won by the group of persons/parties. The exception to this rule is where the Promotional Competition Details clearly and specifically allow multiple prizes to be won.
- 3.5. The Promoter may at any time **extend, suspend or terminate** the Promotional Competition on reasonable cause (which may or may not relate to an entrant).

4. Entries

- 4.1. Entries that (i) do not comply with these Promotional Competition Terms & Conditions; or (ii) are incomplete, corrupted or late, may be **rejected, disqualified, removed and/or deleted** by the Promoter.
- 4.2. Your entry includes any materials provided as part of or in relation to that entry. Where entry to the Promotional Competition involves provision of **written, recorded, pictorial or other material** in electronic or other form, you must ensure your entry:
 - a. is **(i)** suitable for public access and in particular does not contain nudity, pornographic, religiously/culturally/politically insensitive or violent content; and **(ii)** not in breach of applicable laws;
 - b. does **not contain or refer to any products or brands other than those of the Unilever group** (unless such inclusion is entirely incidental, not prominent and is reasonably necessary due to the nature of the entry);
 - c. **is your own work** and does not contain any intellectual property of another party unless you have the necessary permissions for its provision and use, reproduction and other dealing in accordance with these Promotional Competition Terms & Conditions (including Clause 4.3 below);
 - d. only contains someone's **name or likeness** if they have provided written permission (permission from parents/legal guardians required for under 18s).
- 4.3. You grant the Promoter **(i) ownership** of any entry; and **(ii)** a perpetual, irrevocable, worldwide, royalty-free, sub-licensable and transferable **right to use**, reproduce, distribute, and make derivative works of your entry, in any media and through any media channel. You will not grant these rights to any other party.

5. Responsibility for Entries

- 5.1. If you are **submitting an entry on behalf of more than one person/party** (including on behalf of an organisation), you must ensure that you have authority to accept these terms on their behalf and ensure they comply with these terms.
- 5.2. You must comply with these Promotional Competition Terms & Conditions and **not otherwise unlawfully seek to misuse or tamper with the processes and rules of the Promotional Competition**.
- 5.3. You must indemnify and defend the Promoter and other members of the Unilever group (including their respective directors, officers and employees) in respect of all liabilities, losses and damages

of any kind **resulting from your breach of these Promotional Competition Terms & Conditions**. The Promoter excludes responsibility for those liabilities, losses and damages, although nothing in these Promotional Competition Terms & Conditions is intended to limit the Promoter's liability for (i) fraud; (ii) intentional misconduct; or (iii) for death or personal injury caused by its negligence (including that of its employees and agents)).

- 5.4.** You must indemnify and defend the Promoter and other members of the Unilever group (including their respective directors, officers and employees) in respect of any **third party claim** that your entry or its use in accordance with these Promotional Competition Terms & Conditions breaches applicable laws, confidentiality obligations or intellectual property rights due to your **breach of these Promotional Competition Terms & Conditions**.
- 5.5.** The **Promoter is not in any event responsible for:**
- a.** entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind or any other event which is either unforeseen or outside of the Promoter's direct reasonable control;
 - b.** your costs of preparing or submitting an entry.

6. Winners

- 6.1.** The **winner(s) will be notified** using the method and within the timing set out in the Promotional Competition Details.
- 6.2.** The winner(s) must **claim their Prize** using the method and within the timing set out in the Promotional Competition Details. If the Prize is unclaimed after this time, the right to the Prize lapses and the Promoter may offer the Prize to a substitute winner selected in accordance with the method noted in the Promotional Competition Details (in the absence of specification, a fair basis which aligns closely with the winner selection method).
- 6.3.** The Promoter may (at its discretion or where required by law) provide or publish **details of the winner(s) (name and county)**. Requests for provision/publication should be sent to the Promoter contact details (as provided in the Promotional Competition Details above) no later than within ten weeks after the Promotional Competition closing date.
- 6.4.** In the event of any **uncertainty or difference of opinion** regarding the administration of the Promotional Competition (including the award of Prizes), the decision of the Promoter is final (this does not remove any legal rights).
- 6.5.** No **correspondence** should be entered into between you and the Promoter, unless specifically requested by the Promoter.

7. Prizes

- 7.1.** The Promoter may require **proof of identity** before releasing any Prize.
- 7.2.** Statutory warranties apply but otherwise the Prizes are **awarded 'as is'** without any warranty, undertaking or guarantee.

- 7.3. The Promoter's commitment is to **make Prize(s) available** in accordance with and subject to these terms.
- 7.4. Winners must adhere to any **third party terms**, such as travel agent terms, which apply to the Prize (these will be made available on request).
- 7.5. The Promoter reserves the right to **substitute the prize** for an alternative of equal or greater value. The Promoter is under no obligation to offer a cash alternative.
- 7.6. If your entry is **subsequently disqualified**, any Prize granted must be returned at your cost or compensation provided where return is no longer possible.

8. Publicity

- 8.1. Winner(s) will, at the Promoter's reasonable request, participate in **publicity** relating to this Promotional Competition. This may include winner(s) being filmed, photographed and/or interviewed by the Promoter or on its behalf.

9. Miscellaneous

- 9.1. Unless expressly stated by the Promoter in the written Promotional Competition materials, this Promotional Competition is in no way **sponsored or endorsed by any third party**.
- 9.2. If other **language versions** of these terms are also made available, the English language version takes precedence in the event of any inconsistency.
- 9.3. **Each provision in these Promotional Competition Terms & Conditions is severable**. If any provision is held to be invalid or unenforceable by a court or other competent authority, that invalidity or unenforceability will not affect the remainder of these Promotional Competition Terms & Conditions.

10. Governing Law and Disputes

- 10.1. This Promotional Competition (including these Promotional Competition Terms & Conditions and any related dispute) is **governed by and will be interpreted according to the laws** of the country in which the Promoter has its registered or primary address as stated in the Promotional Competition Details, except to the extent of mandatory laws applicable due to the location or nature of the Promotional Competition, Prize or relevant entrant.
- 10.2. Without restricting anyone from seeking injunctions or other temporary relief in a competent court, if a dispute arises the courts of the country in which the Promoter has its registered or primary address as stated in the Promotional Competition Details will **resolve the issue**, except to the extent you have the right to resolve a dispute in the courts of other jurisdictions due to the location or nature of the Promotional Competition, Prize or relevant entrant.