

PROMOTION TERMS & CONDITIONS

1. These Terms

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

2. Promotion Details

Promoter	Unilever South Africa (Pty) Limited; Registered/Primary address: 15 Nollsworth Crescent, Nollsworth Park, La Lucia Ridge Office Estate, La Lucia, 4051; Contact details: Name: Ahmed; Email: ahmed.seedat@unilever.com; Phone number:0762416185;
Promotion	The Promotion only applies to currently registered users of https://www.unileverfoodsolutions.co.za/ in South Africa. The users are required to purchase any of Unilever's Top10 items and update their contact details (Address, Phone number, WhatsApp number) on https://www.unileverfoodsolutions.co.za/ , and the first 1000 users to do so within the Promotion Period will be issued a voucher;
Prize(s)	The Prize consists of 1000 gift vouchers, each to the value of R60 which can be redeemed at KFC, Wimpy or Mugg and Bean. The gift voucher will be sent to the user via email and SMS; The winner will be required to provide the Promoter with a valid email address and phone number in order to send the prize.
Selecting Winner(s)	Number of winner(s): 1000; Determining Prize Winner(s): The first 1000 users to purchase any of Unilever's Top10 items and update their contact details during the Promotion Period. Method of allocation where multiple Prize(s): Vouchers will be given to the first 1000 updated contact details on https://www.unileverfoodsolutions.co.za/ and the prize will be distributed within 14 working dates of submission;

Entrant Requirements	Min age: 21 year(s); Country of residence: South Africa; Other: Users must be previously registered on UFS.com - this does not apply to newly registered users;
Excluded Entrants	Any of the following: <ol style="list-style-type: none"> 1. Employees and directors of the Promoter, including their families and co-habitators; 2. Shareholders in the Promoter;
Entry Instructions	The registered user of UFS.com will need to go to their profile section on UFS.com and edit and update their contact details and purchase any of Unilever's Top10 products: https://www.unileverfoodsolutions.co.za/profile/edit-profile.html ;
Promotion Period	Opening Date: 27 November 2023; Closing Date: 31 December 2023;
Other Promotion Requirements	Not applicable;
Notification of Winning and Claiming Prizes	Notification of winning: <ul style="list-style-type: none"> • Method - Email and sms; • Timing - Within 14 working dates from date of updated contact details; Claiming Prizes: <ul style="list-style-type: none"> • Method - They will have it emailed and sms'd directly to them; • Voucher Validity - Voucher will be valid for a period of 60 days;
Purchase Required	Not applicable;
Licence/Charity ref (if required)	Not applicable;

3. Promotion Basis

3.1. This Promotion 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 Promotion 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 Promotion Details clearly and specifically allow multiple prizes to be won.
- 3.5. The Promoter may at any time **extend, suspend or terminate** the Promotion on reasonable cause (which may or may not relate to an entrant).

4. Entries

- 4.1. Entries that (i) do not comply with these Promotion 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 Promotion 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 Promotion 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 Promotion Terms & Conditions and **not otherwise unlawfully seek to misuse or tamper with the processes and rules of the Promotion.**
- 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 Promotion Terms & Conditions.** The Promoter excludes responsibility for those liabilities, losses and damages, although nothing in these Promotion 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 Promotion Terms & Conditions breaches applicable laws, confidentiality obligations or intellectual property rights due to your **breach of these Promotion 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 Promotion Details.
- 6.2. The winner(s) will receive their prizes via the method and within the timing set out in the Promotion Details.
- 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 Promotion Details above) no later than within ten weeks after the Promotion closing date.
- 6.4. In the event of any **uncertainty or difference of opinion** regarding the administration of the Promotion (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. Consequently, each winner is responsible for any and all:
- a. visas and permits;
 - b. fuel, consumables and accompanying items;
 - c. upkeep, licence renewals and ongoing or periodic requirements;
 - d. taxes and other such personal liabilities; and
 - e. matters of physical fitness and capability,
- as well as any other ancillary matters **required for**, or arising from, **receipt, use or enjoyment of the Prizes**.
- 7.4. Winners must adhere to any **third party terms**, such as event organiser 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 Promotion. 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 Promotion materials, this Promotion 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 Promotion 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 Promotion Terms & Conditions.

10. Governing Law and Disputes

- 10.1. This Promotion (including these Promotion 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 Promotion Details, except to the extent of mandatory laws applicable due to the location or nature of the Promotion, 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 Promotion 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 Promotion, Prize or relevant entrant.

Attachment

1. Privacy Notice

The following is the “**Privacy Notice**” for the Promotion identified below:

Promoter	Unilever South Africa (Pty) Limited; Registered/Primary address: 15 Nollsworth Crescent, Nollsworth Park, La Lucia Ridge Office Estate, La Lucia, 4051; Contact details: Name: Ahmed; Email: ahmed.seedat@unilever.com; Phone number: 0762416185;
Promotion Description	Only applies to currently registered users of https://www.unileverfoodsolutions.co.za/ in South Africa only are required to update their contact details (address, Phone number, WhatsApp number) and purchase any of Unilever’s Top10 items- The first 1000 to do so within the Promotion Period will be issued a voucher;
Personal Data	Personal data obtained from you, including within your entry or provided as part of the entry submission process or during related administration. For this Promotion, personal data will include (but not be limited to) the below: Name; Phone number; Email address; Work address; WhatsApp number;
Further Purposes	<p>a. Publicity;</p> <p>b. Providing you with notice of related products, services, promotions and events which may be of interest to you;</p> <p>c. Once details are updated, it will allow us at https://www.unileverfoodsolutions.co.za/ to be able to better communicate with registered users of https://www.unileverfoodsolutions.co.za/ in terms of marketing material</p>
Third Parties	Not applicable;
Unilever Policy	Available at www.unileverprivacypolicy.com , as may be amended from time to time.

- 1.1. The Personal Data will be processed for **administration** of the Promotion (third parties may be involved in this administration).
- 1.2. The Personal Data may also be processed for the **Further Purposes, including by the Third Parties.**

1.3. If you wish to:

- a. **access, correct, limit or update** your Personal Data collected in relation to the Promotion, or to make any inquiries or complaints about the processing of such information,
- b. require the **deletion** of the Personal Data,

you should contact the Promoter using the contact information in the Promotion Details.

1.4. For more details on processing of your Personal Data, see the **applicable Unilever group policy**.

The following acknowledgement applies in respect of the Privacy Notice. Check box only if you agree to the statement:

I am above 18 years and I have read and understood the terms of this Privacy Notice and consent to the processing of my Personal Data for the Further Purposes and by Third Parties as described above.

Where Personal Data relates to a minor (below 18 years old)

I am the parent/legal guardian of the participating minor ("**Data Subject**") and I have read and understood the terms of this Privacy Notice and hereby gives consent to the processing of my Personal Data and the Data Subject's Personal Data for the Further Purposes and by the Third Parties as described above.

Full Name of Data Subject :

Signature of Parent/Legal Guardian :

Full Name of Parent/Legal Guardian :

Date :