

WHISKAS – XMAS FACEBOOK COMPETITION HAMPER GIVEAWAY COMPETITION TERMS & CONDITIONS

Please read these terms and conditions carefully. Participation in this competition will constitute your agreement to comply with these terms and conditions. If you do not agree with these terms and conditions, please do not participate.

The terms and conditions set out below apply to all entrants involved in the Whiskas Competition Hamper Giveaway.

The Whiskas Competition Hamper Giveaway ("the **Competition**") is conducted by ("**Promoter**").

1. This Competition runs from (Tuesday, 1st December 2020 until Tuesday, 15th December 2020)
2. The duration of the Competition may be extended or curtailed at the discretion of the Promoter.
3. In order to be able to enter the Competition and to be eligible to win a prize, the entrant must be a resident of the Republic of South Africa.
4. The Promoter and/or organisers reserves the right, at any time, to verify the validity of entrants.
5. To enter the Competition eligible entrants will be required to (Comment on the Whiskas Facebook competition post, and tell us why you think your cat deserves to be on the Good List this year)
6. Mars Consumer Products Proprietary Limited ("**Mars**"), their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with this Competition and their spouses, life partners, parents, children, siblings, business partners or associates are not eligible to participate in or enter this Competition.
- 7. IN THE EVENT OF A DISPUTE, THE DECISION OF THE PROMOTERS WILL BE FINAL AND BINDING AND NO CORRESPONDENCE WILL BE ENTERED INTO.**
8. Mars reserves the right to change any detail of the Competition, without prior notice and to interpret these terms and conditions in their sole discretion. The onus rests on the entrant to check the terms and conditions.
- 9. MARS MAY AT ITS SOLE DISCRETION DECIDE THAT ANY ENTRY IS NOT ELIGIBLE DUE TO THE NATURE OF THE CONTENT OF THE ENTRY AND MAY DISQUALIFY A PERSON FROM THE COMPETITION.**
10. A participant may only win 1 (one) prize for the duration of the Competition.
11. The prize is non-transferable and may not be redeemed for cash. The Promoters reserve the right to substitute any prize with another prize of similar value.
12. Should a participant fill in inaccurate contact details or should the Mars representative be unable to contact them for prize redemption within 14 (fourteen) working days, he/she will forfeit the prize and it will be allocated to another participant.
13. There will be a total of (x2 (two) hampers – this will include Whiskas product and some promotional items. There will be a total of (1 (one) draw, which will take place on (Wednesday, 16th December). The prize will be couriered to the winners' provided addresses - courier will be delivered by no later than Wednesday, 23rd December 2020.

14. All competition queries must be directed to one of our call center agents on +27 0860 0027 40 between 09H00 to 16H00 on weekdays
- 15. THE PROMOTER AND/OR ORGANISERS ARE NOT LIABLE FOR ANY TECHNICAL FAILURE THAT MAY RESULT IN AN ENTRY NOT BEING SUCCESSFULLY SUBMITTED. ANY PRIZE IS ACCEPTED BY A WINNER AT HIS/HER OWN RISK AND THE PROMOTERS AND/OR ORGANISERS ARE NOT LIABLE, AT ANY TIME, FOR ANY DEFECT IN THE PRIZE.**
16. By entering this Competition, the entrant consents that the Promoter and/or organisers may use names and images taken of the winners/entrants for publicity purposes, without any further remuneration being payable to the winner/entrant. All promotional material will become the sole property of the Promoter. However, the winner/entrant has the right to decline participating in any promotional activity or to object to these images being used by giving written notification to the Promoter and/or its organisers.
- 17. BY ENTERING THE COMPETITION AND/OR ACCEPTING ANY PRIZE, THE ENTRANTS, USERS AND/OR WINNERS HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE PROMOTER AND/OR ITS ORGANISERS (INCLUDING THEIR SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES), THEIR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND CONTRACTORS FROM AND AGAINST ANY ACTIONS, CLAIMS AND/OR LIABILITY FOR INJURY, LOSS, DAMAGE, EXPENSE, CLAIM OR DAMAGES OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THE COMPETITION AND/OR THE USE, ACCEPTANCE OR POSSESSION OF A PRIZE, AND/OR PARTICIPATION (OR NON-PARTICIPATION) IN A PRIZE RELATED ACTIVITY.**
18. The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Competition.
19. Entrants who, in the Promoter's and/or organisers sole determination, act unlawfully, fraudulently, in breach of these terms and conditions or otherwise dishonestly may be disqualified from participating in the Competition and shall not be eligible to win any prize.
20. By entering and participating in the Competition, entrants agree that the Promoter and/or organisers may collect and process your personal information for purposes of this Competition, which includes but is not limited to your full names, telephone number(s) and/or e-mail address. Such information will not be disclosed to any third party, except for the purpose of the competition, where applicable, unless agreed otherwise, or unless disclosure is required by law or court order.
21. Copies of these terms and conditions of this Competition are available online at <https://whiskas.co.za/> ("**Whiskas Website**").
- 22. ADDITIONAL TO ANY OTHER RIGHTS CONTAINED IN THESE TERMS AND CONDITIONS, THE PROMOTERS RESERVE THE RIGHT TO TERMINATE THE COMPETITION AT ANY TIME WITH IMMEDIATE EFFECT. IF THIS IS THE CASE, THE PROMOTERS WILL PROVIDE A NOTICE ON THE WEBSITE AND IT SHALL BE THE RESPONSIBILITY OF ENTRANTS TO REVIEW SUCH WEBSITE IN THIS RESPECT. IN SUCH EVENT, ALL ENTRANTS HEREBY WAIVE ANY RIGHTS WHICH THEY MAY HAVE AGAINST ANY OF THE PROMOTER PARTIES AND ACKNOWLEDGE THAT THEY WILL HAVE NO RECOURSE OR CLAIM OF ANY NATURE AGAINST THE PROMOTER PARTIES.**