

ACT II - 2024 COMPETITION

1. Introduction

- 1.1. Participation in this Competition is governed by these terms and conditions (the “**Rules**”).
- 1.2. You, as the participant, are encouraged to review the Rules before entering into the Competition and acknowledge that all participants have been given an appropriate opportunity to do so and that they understand and accept these Rules.
- 1.3. This competition is operated by RIALTO - A Division Of Libstar Operations (PTY) LTD distributor of ACT II popcorn in South Africa in conjunction with Jupicorp (Pty) Ltd t/a TMARC (the “**Promoters**”).
- 1.4. Your participation in the Competition constitutes acceptance of these Rules and you agree to abide by these Rules.

By participating in this Competition, Participants agree to the rules set out below.

1. This Competition is limited to legal residents and/or legal citizens of South Africa. In addition, the following people shall **not** be eligible to participate in this Competition:
 - 1.1. Directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of RIALTO / Libstar Operations (PTY) LTD and the Promoters.
 - 1.2. Spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified above.
 - 1.3. People who are not legal residents and/or legal citizens of the Republic of South Africa.
 - 1.4. Persons under the age of 18 years.
2. The Competition will commence on **18 March 2024** and will end on **5 May 2024**. No entries received after **5 May 2024** will be considered.

3. Mechanics

To participate in this Competition, Participants must adhere to the following:

- 3.1. Buy any participating flavour of ACT II, 3 Pack (listed below), from any retailer, dial USSD code *120*5676# and follow the prompts. Keep proof of purchase (receipt/till slip) in order to be able to redeem your prize

3.2. Participating Products:

Product: 3-PACK	Brand	EAN Barcode
POPCORN 3-PACK Butter Light	ACT II	076150982367
POPCORN 3-PACK Salted	ACT II	076150982374
POPCORN 3-PACK Butter	ACT II	076150982381
POPCORN 3-PACK Butter Lovers	ACT II	076150982398
POPCORN 3-PACK Sweet & Salty	ACT II	076150982404

- 3.3. USSD sessions are charged from your airtime or billing balance and costs 20c for every 20 seconds you use the service (Free minutes do not apply.) The average time for entry is under 20 seconds so your call should not exceed more than 40 seconds. Please ensure you terminate the call when complete in order to stop the call.
- 3.4. Participants may enter the competition as many times as they wish over the promotional period, provided that participants purchase any of the Participating Products each time (in a single transaction i.e. 1 entry per purchase or 1 till slip per entry) and completes the competition entry, submits valid copies of their till slips and enters a valid barcode, subject to the following conditions:
- 3.4.1. All entries from disqualified participants' mobile numbers will be rejected
 - 3.4.2. Only one prize per household and per person
 - 3.4.3. Only 1 win per unique MSISDN (USSD submission)/ cellphone number will be permitted.
- 3.5. Any mobile number that enters an incorrect barcode five (5) times in succession will be locked out of the Competition for the entire duration of the promotional competition (**"Blocked Participants"**)
- 3.6. Blocked Participants have an opportunity to email Act2promo@rialtofoods.co.za between 09h00 – 16h30 Monday to Friday should there be a valid reason, which is accepted by the Promoter, for the Blocked Participants to be allowed to enter the Competition.
- 3.7. Participants must enter on a device that is owned and registered to that person. No other person can use another person's Mobile phone/other smart device for Competition entry purposes. If it is discovered that participants have entered on a phone/device that is not registered to them, they will be disqualified and the entrant will be requested to refund the prizes to the Promoters.
- 3.8. The cellphone number is key to all entries. If the entrant has won on a cellphone number, they cannot use another number in order to be contacted further. This number needs to be a number that is contactable during office hours.

3.9. Participants may be required to provide a valid Republic of South Africa identity number (ID number) or valid permanent residency permit number. No person can use another person's identity/permit number for competition entry purposes. If it is discovered that participants have entered an identity or permit number that is not theirs, they will be disqualified, and the entrant will not be eligible for the prize.

4. **The Prizes:**

Participants in this Competition stand a chance to win:

- A share of R100,000 (One Hundred Thousand Rand) in Cash. Each prize is worth R12,500 (Twelve Thousand Five-Hundred Rand)

Draw Dates

DRAW DATE	ENTRY PERIOD	PRIZE
25 March 2024	18 -24 March 2024	R12 500 cash
2 April 2024	25 March – 1 April 2024	R12 500 cash
8 April 2024	2-7 April 2024	R12 500 cash
15 April 2024	8 – 14 April 2024	R12 500 cash
22 April 2024	15 -21 April 2024	R12 500 cash
29 April 2024	22 – 28 April 2024	R12 500 cash
6 May 2024	18 March -28 April (full campaign period)	2 x winners R12 500 cash each
	TOTAL	R100 0000

1. **Claiming your Prize**

1.1. All cash prizes will require winners to provide proof of a valid South African bank account. Failure to provide proof of a South African Bank account to which the money must be paid within **72hrs** of being notified of being a potential winner will see the individual forfeit their prize.

1.2. At the time that a potential prize winner is identified, the potential prize winner will receive a telephone call from a representative of the Promoters at which point he/she may be required to answer a few questions regarding his/her eligibility as well as be requested to submit certain documents such as proof of purchase (receipts) and a copy of his/her ID and/or driver's license to the Promoter's representative.

1.3. A potential prize winner is not an actual winner at the time of being contacted. Contact is made with a potential prize winner to ensure that the required receipt/s is available and bank details can be supplied. Once the till slip has been supplied and validated, the

mobile number of the potential winner is placed into a randomised draw process from which they could be selected as the final winner. The final winner may be required to submit additional documentation as determined by the Promoters. If a potential prize winner does not meet the eligibility requirements, the prize will be forfeited and a redraw will be executed subject to the terms and conditions herein. A potential prize winner will also have 48 hours to produce the relevant documentation before forfeiting the prize and a runner up chosen.

- 1.4. If the Promoters are unable to reach any of the potential prize winners after 3 (three) attempts made within 3 (three) working days of their name being drawn, for whatsoever reason, including incorrect telephone numbers or inoperative telephone numbers, such winner will be disqualified and a runner up finalist will be deemed the potential prize winner subject to the terms and conditions herein.
- 1.5. Once the handover of any prize has been concluded, RIALTO - A Division Of Libstar Operations (PTY) LTD distributor of ACT II popcorn in South Africa takes no responsibility for any liability relating to the prize or prize winner whatsoever.

2. **General**

- 2.1. The judges' decision is final, and no correspondence will be entered into.
- 2.2. The Promoters may require the winner to complete and submit an information disclosure agreement to enable the Promoters to ensure compliance with these Rules.
- 2.3. At the Promoters sole discretion, should the winner be found not to be eligible to win and/or not to have complied with these Rules, their conduct can be reasonably interpreted as scamming or acted fraudulently with regards to the Competition. It would be unlawful to award the prize, he/she will automatically be disqualified and/or the prize will be forfeited. Winners may also be required to sign acceptance of prizes and indemnity documents.
- 2.4. A Participant, Potential Prize Winner and/or Prize Winner may, at the Promoter's sole discretion, be disqualified from the Competition and/or forfeit his/her prize if: (i) such person's participation in the Competition and/or the awarding of a prize to such participant would, as solely determined by the Promoter(s), be harmful to the goodwill and/or reputation of any of the Promoter(s); or (ii) such person engages in any unsafe, illegal, unsociable or inappropriate behaviour
- 2.5. The prize is not transferable, and no substitution or cash redemption of prizes is permitted. The prize will not be handed/awarded to a third party, but only to the verified prize winner.
- 2.6. The Promoters reserve the right, at their sole discretion, to substitute the prize with any other prize of comparable or greater commercial value for whatever reason.
- 2.7. Prize visuals on any competition and/or promotional materials are for illustrative purposes only.
- 2.8. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoters and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.

In terms of the data protection laws, the Promoters will have to process the following personal information received directly from you and belonging to you: name; address; email; cell phone or telephone contact details; and certain preferences about you (where and if applicable). Your personal information will be shared on a need to know basis with certain third parties, for the purposes of giving effect to this Competition, including lawyers, advertising agencies, auditors, and/or regulators. Whilst we hold your personal information, we will keep it safe and secure until the purpose for holding it has come to an end, whereafter it will be destroyed, and you accept that by entering

into this Competition that you agree that we may process your personal information as indicated above.

- 2.9. For more details on how we may deal with your personal information please see our standard Privacy Notice on our website - <https://www.rialtofoods.co.za/privacy/>. For any questions or clarifications regarding the processing of your personal information, you may contact us by emailing info@rialtofoods.co.za
- 2.10. By entering this Competition, you authorize the Promoters to process the personal information of Participants for communication or statistical purposes. Any personal data submitted by you will be used solely in accordance with current Republic of South Africa data protection legislation and the Rialto privacy policy.
- 2.11. Participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Participants shall at all times be entitled to decline the above request. Participants that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the Promoters.
- 2.12. Nothing in these Rules is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoters in terms of the Consumer Protection Act, 68 of 2008 (the “**Act**”).
- 2.13. All Participants participate entirely at their own risk. By reading and accepting these Rules, the Participants give consent to these risks and hereby effectively indemnifies and holds harmless the Promoters, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any of the Promoters.
- 2.14. The Promoters, their directors, employees, agents and distributors accept no responsibility and they will not, in any circumstances, be liable to compensate the Participants, or accept any liability for: (a) any inability by the Participant to use the prize in part or at all; (b) the lack of quality or any other aspect of any service which is or should be provided at any venue(s) in relation to the prize; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of the prize.
- 2.15. The Promoters, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any

prize nor in respect of any warranties or undertakings given by any person other than the Promoters themselves.

- 2.16. The Promoters reserve the right to terminate or extend the Competition at any time. In the event of such termination or extension, all Participants agree to waive (give up) any rights that they may have in terms of the Competition and acknowledge that they will have no recourse against the Promoters, their advertising agencies, advisors, suppliers and nominated agents.
- 2.17. By entering the Competition, Participants acknowledge that the Competition will be managed in accordance with the provisions of the CPA (the “**Act**”).
- 2.18. . Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA (the “**Act**”). including, but not limited to providing such personal information as may be required in order to facilitate handing over the prize to the Participant. Should any Participant refuse or be unable to comply with this requirement, the Participant shall be deemed to have forfeited the prize.
- 2.19. Notwithstanding anything to the contrary contained in these Rules, the Promoters reserve the right to amend, modify, change, postpone suspend or cancel this Competition, the Rules and any prize (which has not yet been allocated), or any aspect thereof, without notice at any time, for any reason which the Promoters deem necessary. At the end of the Competition for whatsoever reason, all of the Promoters’ obligations in regard to the Competition as well as in regard to the prizes shall cease to exist.
- 2.20. These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa.
- 2.21. For further information or enquiries please email our consumer services at Act2promo@rialtofoods.co.za