

Terms and Conditions for Wholesale Volume Drive July - September 2020 – Coastal Region

- 1 This is a promotional competition called “Wholesale Volume Drive July - September 2020” (the “Competition”) conducted by Lucky Star Ltd (Registration Number: 1946/022718/06) of 8th Floor, Oceana House, 25 Jan Smuts Street, Foreshore, Cape Town (“Lucky Star”).
- 2 Except for those participants described in clause 9 below, the Competition is open to the owners of wholesale stores, represented by the owners, the directors (in the case of a company) or members (in the case of a close corporation and / or their employees) currently residing in South Africa who have valid identity documents or passports and who are 18 years or older (in the case of sole proprietors or partnerships) or are registered and have a registered address in South Africa (in the case of companies and close corporations)
- 3 To enter the competition, participating stores must:
 - 3.1 Sign a contract in agreement with Lucky Star’s terms and conditions;
 - 3.2 Create a display meeting the following requirements:
 - display must have the theme: What’s your Ncaa under “THE TASTE OF HOME” umbrella, incorporating the Point of Sale (POS) material supplied by Lucky Star;
 - display must consist of participating products, being the Lucky Star Pilchards (tomato, chilli, sweet chilli at sizes 400g, 215g, 155g) and speciality products i.e. new Chakalaka Mild & Spicy and sardines, hereinafter referred to as (“Participating Products”).
- 4 To qualify for the prizes, a participant must:
 - 4.1 Meet the minimum sales volume as agreed with the individual participating store;
 - 4.2 Keep their display impactful and in place for the duration of the promotion.
- 5 Winners will be determined in the sole discretion of Lucky Star, based on the best displays which incorporated all participating products.
- 6 Cash prizes consist of a First prize of R50,000, a second prize of R25,000.00 and a third prize of R15,000.00.
- 7 The competition opens on 15 July 2020 and closes at midnight on 16 September 2020.
- 8 Winners will be contacted via phone, email or telephone by 1 October 2020.
- 9 The prize shall not be awarded to a director, member, partner, employee or agent of, or consultant, or their spouse, partner or members of their immediate family, to Lucky Star or any other person who directly or indirectly controls or is controlled by, Lucky Star, or any other entity who directly or indirectly controls or is controlled by Lucky Star, or a supplier of goods or services in connection with the Competition. Lucky Star reserves the right to request a winner to depose an affidavit confirming that he/she does not fall within this category of persons and must further upon request be able to verify their identity by providing a certified copy of their identity document or valid passport (or in the case of a legal entity a certified copy of the registration documents).
- 10 Prizes are not transferable and will only be given to the winner and not a representative.
- 11 If for whatever reason the winner cannot be contacted or is disqualified in terms of clause 19 below, the prize will be forfeited to Lucky Star for a reselection on the same basis that the original winners were selected.

- 12 By entering this competition, the participant acknowledges and agrees that Lucky Star, its agents and representatives are granted the right to invite the participant, which invitation the participant has the right to decline, to be present at the handover ceremony to the winners (if applicable), to, participate in any marketing activity and use the footage and/or images of the participant in whole or part and in connection with the distribution, broadcasting and all advertising, marketing and promotions to do with the footage in relation to the Competition, without any remuneration being payable to the winners for such participation.
- 13 When a participant submits an entry and/or sends e-mails to Lucky Star that participant consents to receiving communications from Lucky Star electronically and agrees that all agreements, notices, disclosures and other communications sent by Lucky Star electronically satisfy any legal requirements, including but not limited, to the requirement that such communication should be "in writing".
- 14 A participant, by entering the competition, agrees and gives consent that the information provided to enter the competition may be stored and used for statistical purposes or for marketing purposes by Lucky Star. Consent to use the participant's information is not a condition for entry in the competition and the participant has the right to withdraw such consent at any time by notifying Lucky Star per telephone on number 021 415 8600 or per e-mail at info@luckystar.co.za.
- 15 Information collected from participants will be used by Lucky Star only and will not in any way be transferred or made available to third parties except if it remains for the use by Lucky Star only.
- 16 A participant will have the right to request from Lucky Star details of the information held of the participant and to update and/or correct any of the information provided. Lucky Star can be contacted for this purpose per telephone on number 021 415 8600 or per e-mail at info@luckystar.co.za.
- 17 No correspondence will be entered into and the Lucky Star's decision is final and binding, subject only to the supervision and certification of the competition by an independent accountant, registered auditor, attorney or advocate and the reporting thereon through the Lucky Star's internal audit reporting procedures.
- 18 When entering the competition, a participant acknowledges and agrees to these terms and conditions.
- 19 Should any participant or winner be found to be in contravention of any of these terms and conditions or in the opinion of Lucky Star, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill of reputation of Lucky Star, Lucky Star reserves the right to disqualify such a participant or winner on written notice.
- 20 Lucky Star chooses as its *domicilium citandi et executandi* for all purposes under this competition, whether in respect of court process, notice or other documents or communication of whatsoever nature: 7th Floor, Oceana House, 25 Jan Smuts Street, Cape Town, 8001.
- 21 Lucky Star has the right to terminate the competition immediately and without notice in the event that, due to reasons beyond its control, it is impossible to continue with the competition. In the event of such termination, all participants agree to waive any rights that they may have in terms of this competition and acknowledge that they will have no recourse against Lucky Star, its directors, employees and agents.
- 22 The Lucky Star consumer helpline for enquiries is 0860 102 500.