

## DanUp Vuka Nge National Promotion 2024

### Stand A Chance to Win your Share of R2 million In Airtime, Lifestyle and Cash Prizes

#### 1. Terms and Conditions:

- 1.1. All persons (“**Participants**”) participating in the **DanUp Vuka Nge National Promotion 2024** (the “**Promotion**” or “**Competition**”) agree that the Promotion rules, as set out in these terms and conditions (“**Terms and Conditions**”), shall apply and are binding on them.
- 1.2. The promoters of this Promotion are **Danone Southern Africa (Pty) Ltd** (“Danone” or “the Promotor”) - Registration Number: 1996/000869/07- a private company duly incorporated in accordance with the laws of the Republic of South Africa with its registered address at 199 Bryanston Drive, Johannesburg - 2191, and **VCG Promo Risk (Pty) Ltd** (“VCG”) Registration Number 2014/111211/07 – a private company duly incorporated in accordance with the laws of the Republic of South Africa with its registered address at 7<sup>th</sup> Floor, Mandela Rhodes House, Wale Street, Cape Town, 8001. Dr. Oetker SA and VCG are collectively referred to as the “**Promoters**” in respect of the Promotion for purposes of these Terms and Conditions.
- 1.3. The Promotion commences on the 1<sup>st</sup> of June 2024 and ends at midnight (11:59pm) on the 30<sup>th</sup> of August 2024, all days inclusive. No prizes will be awarded outside aforesaid period and will only be redeemable in terms of the conditions of the specific prize.
- 1.4. All consumers that enter the promotion stand a chance to win their share of R2 million in Cash, Airtime and instant prizes. A total of up to 156 300 prizes could be won that will range in size from R10 to potentially R500 depending on what level of randomly selected prizes the winners qualify for.
- 1.5. These terms and conditions cover the prizes that Participants stand a chance of winning in the Promotion and that we source for you from our partners (the “Prizes”). By accessing these prizes, you agree to be bound by these terms and conditions.
- 1.6. By participating in this Promotion Participants consent to the sharing of your personal data with the Promotor and Affiliates of **Danone Southern Africa (Pty) Ltd** only in order to fulfil any potential prize that the consumer might have won/chosen after winning.
- 1.7. By Opting in for marketing, you consent to your details being stored by Danone Southern Africa (Pty) Ltd and used in the future to send you information about Danone Southern Africa (Pty) Ltd products potential and future promotions. Should you wish to Opt-Out of this communication in future, you can do so by replying stop to any WhatsApp Message, SMS or email received from the Promoters or contacting them using the details made available in these terms and conditions or clicking on the “unsubscribe” or “opt-out” link, where applicable.

#### 2. Qualifying criteria

In order to participate in the Promotion, you must qualify by meeting following requirements:

- 2.1. You must live in the Republic of South Africa;
- 2.2. You must have a valid SA identity number;
- 2.3. You must be 18 years and older;
- 2.4. You must have purchased a 450g or 900g participating pack of DanUp pack and retrieve the unique number from under the closure (code usable only once) as proof of such purchase.

- 2.5. You must not be an employee or immediate family member of the Promoter, the Promoter's advertising and promotion agencies, associated companies, and outlet owners and staff.
- 2.6. To enter, Participants must USSD their Unique Code to \*120\*4625# from their mobile number and enter their Unique Promo Code.
- 2.7. Participants will find out instantly if they are a winner and what prize they have won and how to redeem it.
- 2.8. Participants are limited to the following number of entries per corresponding period during the promotion (entries are counted as those from a unique mobile phone number) – A maximum of 2 Entries per day and a maximum of 12 Entries per number over the entire duration of the Promotion.

**3. Prizes, Prize Notification and Redemption:**

3.1. How the Prize winners are selected and how the size of the prize is determined.

- 3.1.1. Over the course of the promotion, in accordance with the number of potential prizes, winners are selected randomly by a fixed algorithm running in the backend of the WhatsApp entry platform up to a maximum of 156 300 winners.
- 3.1.2. If a Participant is not a winner this will be communicated immediately in the USSD Stream.
- 3.1.3. Should the Participant be a winner, this will also be communicated immediately in the USSD stream. The winner will then be informed what prize they have won.

**4. Prize Descriptions and conditions.**

- 4.1. The following prizes could be randomly won, and each tier will be randomly selected in accordance with the number of potential prizes in that tier - the winner will be offered an opportunity to select in what form they want to redeem their prize.:

Level	Denominations	Voucher Options for consumer to choose from.
Level 1 Prize	R10 airtime	<ul style="list-style-type: none"> <li>• Airtime from the cellular provider of the choice of the winner (These prizes are instantly delivered)</li> </ul>
Level 2 Prize	R250 lifestyle prizes	<ul style="list-style-type: none"> <li>• Shopping vouchers from Shoprite or Checkers and the consumer will be explained how to redeem this (These prizes are instantly delivered)</li> </ul>
Level 3 Prize	R500 Cash Prize	<ul style="list-style-type: none"> <li>• Cash delivered through Standard Bank Cardless transaction and collectable with a pin from any Standard Bank ATM – All redemption procedures will be explained to the winner (These prizes are instantly delivered)</li> </ul>

- 4.2. Once the prize type (Voucher, Cash, Airtime) is awarded, clear communication will be shared with each winner as to how to redeem their prize. Prizes cannot be swapped or changed once awarded.
- 4.3. The total potential value of prizes that can be won in the promotion is R2 000 000 (Two Million Rand) the prevalence and the size of the prize is determined via a pre-set winning algorithm.

- 4.4. A unique consumer/Participant is allowed (identified by their mobile number/MSISDN number) to enter Promotion only in accordance with the limitations above.
- 4.5. Without detracting in any way from the Promotion Terms and Conditions, the following general provisions shall be applicable to this Promotion. The Promoters will interpret the Terms and Conditions in their sole discretion and reserve the right to amend the Terms and Conditions at any time.
- 4.6. By entering and participating in the Promotion, a participant agrees that the Promoters may collect and process your personal information for purposes of this Promotion.
- 4.7. In the event of a dispute, the decision of the Promoters will be final, and binding and no correspondence will be entered. In this regard and for further clarity, the Promoters shall be entitled to deal with such disputes (or any failure by Participants to follow the rules) in their sole discretion, including that the Promoters shall be entitled, in addition to any other rights which the Promoters may have in terms of these rules, to immediately disqualify entrants from this Promotion.
- 4.8. By entering the Promotion and/or accepting any reward, each Participant hereby indemnifies, releases and holds harmless the Promoters (including their subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors (the "promoter parties") 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 Promotion, and/or the use, acceptance or possession of a reward, and/or participation (or non-participation) in a reward-related activity.
- 4.9. Participants who, in the Promoters' sole determination, act unlawfully, fraudulently, in breach of these Terms and Conditions or this Promotion or otherwise dishonestly may be disqualified from participating in the Promotion and shall not be eligible to receive any reward.
- 4.10. VCG and Danone Southern Africa (Pty) Ltd give or make no warranties or representations, whether express or implied, in relation to any rewards available in this Promotion.
- 4.11. Additional to any other rights contained in the Terms and Conditions, the Promoters reserve the right to terminate the Promotion at any time with immediate effect. If this is the case, the Promoters will provide a notice on the Promotion website and it shall be the responsibility of Participants to review such website in this respect. In such event, all Participants hereby waive any rights which they may have against any of the Promoters and acknowledge that they will have no recourse or claim of any nature against the Promoters.
- 4.12. The Promoters are not liable for any technical failure that may result in a reward entry not being successfully submitted. Any reward is accepted by a Participant at his/her own risk and the Promoters are not liable, at any time, for any defect in any reward.
- 4.13. The duration of this Promotion may also be extended, amended, or shortened at the sole discretion of the Promoters. If this is the case, the Promoters will provide notice of this on the Promotion's website.
- 4.14. A copy of the Terms and Conditions is available at no cost to the Participants as a PDF in the WhatsApp stream upon entering the Promotion or can be downloaded in printable form on the Danone Southern Africa (Pty) Ltd website.

## **5. EXCLUSIONS AND OTHER IMPORTANT TERMS**

- 5.1. Nothing in these Terms and Conditions 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 Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 5.2. The Promoter may transfer the winning Participant's personal information, including names, telephone numbers, identity numbers and/or email addresses, to the relevant third parties in order to fulfil any prizes, during the course and scope of the Competition for utilisation of the Prize, which

processing and transfer shall take place in accordance with the provisions of the Protection of Personal Information Act 14 of 2013 ("POPIA") and any other applicable law, and for the purpose of giving effect to the Competition.

- 5.3. By entering the Promotion in accordance with its terms, Participants acknowledge that the Promotion will be managed in accordance with the provisions of the CPA. Qualifying participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the prize.
- 5.4. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.
- 5.5. The Promoters shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt. The Promoters shall not be responsible for the failure of any technical element relating to this Promotion that may result in an entry not being successfully submitted.
- 5.6. No applications from agents, third parties, organized groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
- 5.7. The Promoter may make media announcements / publications of the names / photographs of winner/s, provided that any winner/s may expressly elect to decline this. The Promoter reserves the right to carry out audits in respect of any winner/s and entries to verify their eligibility and validity. The Promoters reserve the right to disqualify any winner if fraud or cheating is suspected.
- 5.8. All Participants and winners indemnify the Promoter, its associated companies (directors, officers and employees) and agents, against any / all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from their participation in any way whatsoever in this Competition
- 5.9. All competition related queries should be directed to the competition care line, danoneconsumer@smollan.co.za or 0861 435 737.

## 6. Intellectual Property provision:

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*The Participant hereby agrees that the law applicable to these Terms and Conditions, their interpretation and any matter or litigation in connection therewith or arising from them will be the law of the RSA.*

*When entering into this Competition and agreeing to these Terms and Conditions such use and agreement is deemed to have taken place in South Africa.*

*Participants are encouraged to familiarise themselves with the South African law relating to electronic communications and transactions as contained in the Electronic Communications and Transactions Act 25 of 2002.*

*To the fullest extent possible under law, Danone its directors, shareholders, employees, suppliers, partners, affiliates and agents, accept no responsibility or liability whatsoever for any loss, whether direct or indirect, consequential or otherwise, arising from information made available on (or by means of) the Website (or any of the pages therein contained) and/or transactions or actions resulting therefrom.*

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