

## Terms and Conditions for Q3 Wholesale National Promotion 2021

- 1 This is a promotional competition called “Q3 Wholesale National Promotion 2021” (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 13 below, the Competition is open to the owners of wholesale stores, represented by the owners in case of partnership/sole proprietorship, 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 residential or corporate address and have a registered address in South Africa (in the case of companies and close corporations).
- 3 The competition will be run in six (6) different regions – 1. Kwa-Zulu Natal; 2. Border and PE; 3. Gauteng and Pretoria; 4. Free State, Mpumalanga & Northern Cape; 5. Northwest/Polokwane & Limpopo; 6. Western Cape & SWD (“participating regions”).
- 4 In order to be eligible for the Competition, the various Lucky Star Regional Sales Teams will actively select the participants based on their volume contributions. Participants must be active trading stores who are identified as the top 100 by volumes contribution and must be willing to participate and comply with the competition rules and contract as set out by Lucky Star. The Competition will have a display incentive portion and volume incentive portion.
- 5 To enter the competition and qualify for the **display** incentive portion of the Competition, participating stores must:
  - 5.1 Create a display meeting the following requirements:
    - the display must incorporate the Point of Sale (POS) material supplied by Lucky Star;
    - using the following Lucky Star products - Pilchard in Tomato/Chilli & Sweet Chilli, Chakalaka and Beans (“Participating Products”) as part of their displays.
    - Once the display is built, participants need to take a picture of their display and send the photo/image to their respective Lucky Star Regional Dedicated Rep/ASM/Divisional to stand a chance to win.
- 6 To enter the competition and qualify for the **volume** incentive portion of the Competition, participating stores must:
  - 6.1 Sign a contract in agreement with Lucky Star’s terms and conditions;
  - 6.2 The participating stores must achieve 10% growth vs historical volumes to qualify for a prize.
- 7 To enter the Competition and qualify for the prizes in the **volume** incentive portion and the display incentive portion, participating stores must:
  - 7.1 The participating stores must achieve 10% growth vs historical volumes to qualify for a prize.
  - 7.2 Meet the minimum sales volume as agreed with the individual participating store and the growth target set by the Regional Sales Team/Representative;
  - 7.3 Maintain Agreed promotion Pricing – for three (3) months (01 September 2021 to 19 November 2021) or for the volume incentive as agreed.

- 8 Winners will be determined in the sole discretion of Lucky Star, based on the best displays which incorporated all participating products and the participating stores adherence and success with regard to clause 5 to 7 above.
- 9 For the display incentive portion- 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 per region.
- 10 The participating store that reaches the highest volume vs target set by regional representative, will win a regional volumes incentive of R50 000 per region.
- 11 The competition opens on 1 September 2021 and closes at midnight on 19 November 2021.
- 12 Winners will be contacted and notified by Lucky Star Regional Representative by 26 November 2021.
- 13 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).
- 14 Prizes are not transferable and will only be given to the winning participating store.
- 15 If for whatever reason the winner cannot be contacted or is disqualified in terms of clause 23 below, the prize will be forfeited to Lucky Star for a reselection on the same basis that the original winners were selected.
- 16 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.
- 17 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".
- 18 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](mailto:info@luckystar.co.za).

- 19 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.
- 20 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](mailto:info@luckystar.co.za).
- 21 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.
- 22 When entering the competition, a participant acknowledges and agrees to these terms and conditions.
- 23 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.
- 24 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.
- 25 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.
- 26 The Lucky Star consumer helpline for enquiries is 0860 102 500.