

McCain Spicy Wedges “Add spice to your story” Competition (the “Competition”) – Terms and Conditions

1. The Promoter of the Competition is:
McCain Foods SA (Pty) Ltd
6 Osborne Ln, Bedfordview, Germiston, 2008
011 856 6000
2. Participation in the Competition constitutes acceptance of these terms and conditions. They are available on www.radioheads.co.za and on request to: Lyndon Johnstone, Radio Heads (Pty) Limited, Unit Block A, Oxford Office Park, No.5 8th street, Houghton, tel: 010 590 4553, email: lyndon@radioheads.co.za
3. A Participant of this Competition must be a South African citizen, aged 18 or over, and may not be a person that is a director or employee of the Promoter, a consultant to the Promoter, or any other person who controls or is controlled by the Promoter, the merchandisers, advertising, public relations agencies, agents or any other consultants, supplier of goods or services in connection with this Competition, or their immediate families. Directors, partners, employees, agents, service providers and consultants of the SABC, and their immediate families are also excluded from participating in this Competition. All Participants who enter the Competition without disclosing (or attempting to conceal) their age will be deemed invalid. Participants must be in possession of a valid South African identity document as proof of identity.
4. In order to stand a chance to win the Competition, the Participant must SMS the keyword SPICY to 33720. Having sent a SMS with the keyword SPICY to 33720, the Participant will receive a SMS confirming receipt of their intention to enter the Competition. This SMS will provide the Participant with the details of a Whatsapp number to which the Participant must send a voice note of not more than 30 seconds, detailing a moment where they added a little bit of spice into their life. BY sending the voice note, the Participant will submit an entry to the Competition.
5. Each SMS entry will cost R1, 50. Free minutes, SMS's and MMS's do not apply. The Participant may incur network charges in sending one or more voice notes to the number provided. The Promoter accepts no responsibility for voice notes or messages that are lost or delayed or which are unable to be sent due to lack of network coverage, or for any other reason beyond the Promoter's control. Proof of sending will not be accepted as proof of receipt. The Promoter is not responsible for any problems or technical malfunction of any telephone network or providers or any other technical problems.
6. The Promoter reserves the right to disqualify any Participant if fraud or cheating is suspected. Participants will only be eligible for selection if their completed entry complies with all the terms and conditions.
7. There is no restriction on the number of entries per Participant. A Participant may send as many voice notes as they wish to increase their chances of winning. For multiple entries, a Participant need only send a single SMS and multiple voice notes thereafter.
8. The Competition starts at 00h00 on 27 September 2017, and ends at 17h00 on 05 October 2017, after which, no further entries will be accepted.
9. **Winner selection:** Each day, from 2nd of October 2017 until the 6th of October 2017, the Promoter will select 3 Finalists per day based on the creativity of their submission and its relevance to the McCain Spicy Wedges brand. The Finalists will be notified telephonically and must be available to be contacted, via telephone, by Metro FM, live on-air, between 16h00 and 17h00, on the same day. During a live, on-air discussion with Metro FM, the Finalist will be asked a Question regarding the McCain Spicy Wedges, the answer to which appears on the product packaging.
10. Each day, the radio show presenter, **Mo Flava** will select a Winner from the 3 Finalists based on the same criteria on which the Finalists were selected. The Winner selected for each day, will win either:
 - 10.1. R5,000- in cash, if they are unable to answer the Question correctly; or
 - 10.2. R6,000- in cash, if they are able to answer the Question correctly.

11. A Winner will be publicly announced daily from the 2nd of October 2017 till the 6th of October 2017 on Metro FM on THE DRIVE show.
12. In order to claim the Prize, the Winner must provide a certified copy of their South African identity document and banking details required to transfer the Prize to them, such as their account number, name of the account holder, bank name and branch. The Promoter may refuse to award any prize if any irregularities or fraudulent activities are detected. The Winner agrees to accept the prize as is, at their own risk.
13. The Winner must sign an acknowledgment of receipt of the Prize and arrange for delivery of this acknowledgement to Radio Heads, email: lyndon@radioheads.co.za
14. All decisions pertaining to any aspects of the Competition are final and are made at the discretion of the Promoter and/or SABC. No further correspondence will be entered regarding their decisions respective decisions. Neither the SABC, the Promoter nor their agents will be held responsible or answerable to any Participant for any dispute arising from the Competition or Prize awards.
15. In the event of circumstances beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with another prize of the same or greater value.
16. The Competition, its Prizes, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Competition. Such altered terms and conditions and/or Prize shall become effective immediately after being altered or on such date as may be determined by the Promoters.
17. In the event that a Participant cannot be contacted on at least 5 or more attempts, on the day on which he/she is selected as a potential Finalist, then the Promoter will select another Participant as a Finalist.
18. The Promoter, the SABC and their agents will only use the contact details provided by the Participant for the purpose of contacting them in relation to the Competition and not to market any other material to them.
19. The Promoter may ban any person found to be in breach of these Competition terms and conditions from entry into any other competitions held by the Promoter, the SABC or its agents, for such period as it deems appropriate.
20. **By entering this Competition, each Participant agrees to waive any rights that he/she may have to claim against the Promoter and the Promoter's agents from any loss, damage, damages, liability, expenses, cost orders or demand which may arise as a result of his/her participation in the Competition and, where applicable, subsequent Prize award and delivery.**
21. The Promoter will request the Winners' permission to use their name and photographs for public relations purposes. No compensation will be given to the Winner for using their photograph or names for public relations purposes. All personal information supplied by the Participants in relation to this Competition, shall be processed in accordance with the South African data protection legislation and the Promoter's privacy policy.
22. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, they reserve the right to the extent permitted by law (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel this Competition, as they deem appropriate.
23. The obligations of the Promoter or a supplier of goods or services in connection with this Competition are deemed to be fulfilled in relation to a Winner, when their Prize is claimed.

24. The Promoter or a supplier of goods or services in connection with this Competition are not responsible for any errors, omissions and/or technical failures of any nature whatsoever throughout this Competition.