

# HUSKY WHATSAPP COMPETITION TERMS AND CONDITIONS

## 1. Important Notice:

- 1.1 These terms and conditions contain certain terms and conditions which (i) may limit the risk or liability of the promoters or a third party, (ii) may create risk or liability for you; and/or (iii) may compel you to indemnify Martin & Martin or a third party; and/or (iv) may be an acknowledgement of any fact by you.
- 1.2 You acknowledge that by submitting your entry to the competition, you have been given an appropriate opportunity to first read and understand these terms and conditions before entering the competition and you agree to them.
- 1.3 Nothing in these terms and conditions is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for either the entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").

2. This competition is organised by Martin & Martin (Pty) Ltd (registration number: 7801889/07) ("Martin & Martin") ("the promoter").

3. The competition commences on 1 March 2021 and ends on 31 May 2021.

## 4. You will only be eligible to enter this competition if:

- 4.1 you are a natural person over the age of 18 at the date of entry. You will be required to submit valid identification documentation in order to verify your age if you win;
- 4.2 you are a South African resident;
- 4.3 you are not a director, member, partner, employee, agent or consultant to Martin & Martin or participating promoters, or any marketing service provider in respect of the promotional competition or any other person who directly or indirectly controls or is controlled by the promoter/s or suppliers of goods or services in connection with this competition, or the spouse, life partner, parent, child, brother, sister, business partner or associate of such a person;
- 4.4 it is not unlawful to supply the prize to you in terms of any legislation or public regulation and Martin & Martin reserves the right to require proof that it will not be unlawful to supply the prize to you.

## 5. To enter this competition and stand a chance to win:

- 5.1 Purchase any HUSKY can or pouch from a participating retailer during the period of the competition.
- 5.2 WhatsApp the word "Birthday" to 021 180 2803 and follow the prompts. Submission of your entry will require the use of WhatsApp, and standard data charges will apply.
- 5.3 Proof of purchase must be retained and submitted as part of the entry process. The photo of the till slip must clearly indicate the product purchased, the store where purchase was made and the date of the purchase. Only purchases made from participating stores between 12 March 2021 and 31 May 2021 will be considered valid.

- 5.4 Submission of a valid proof of purchase is a requirement for both the MEATY MULAS and PAWtrait elements of the competition. Additionally, the PAWtrait element of the competition requires users to submit a photo of their dog, the dog's name, and the name of a nominated animal shelter.
- 5.5 Participants may enter as many times as they wish, however, participants may not win more than one MEATY MULAS prize.
- 5.6 Each qualifying item in a qualifying transaction entitles the participant to one entry. Where participants purchase multiple items in a single transaction, the participant may complete a corresponding number of entry processes with repeated use of the same proof of purchase.
- 5.7 Only the original purchaser of the product is entitled to use such purchase to enter.
- 5.8 The promoter and their associated partners, agencies and suppliers are not liable for any technical failure that may result in an entry not being successfully submitted.
- 5.9 Incomplete, late, or otherwise faulty entries will not be accepted.
- 5.10 The promoter and their agents accept no responsibility for difficulties experienced in submitting an entry to the competition.
- 5.11 Your entry will be withdrawn if the product purchased in connection with the competition is returned by you.

## **6. The prize:**

### **6.1 MEATY MULAS Component:**

There will be 51 prizes consisting of the following:

- 50 x R2 000 cash prizes
- 1 x R50 000 cash prizes

### **6.2 PAWTrait Component:**

There will be 25 winners each winning the following:

- Having their dog used as the inspiration for an illustration to be used on 1 of 25 limited edition cans
- A HUSKY product hamper
- A HUSKY product donation to an animal shelter of the winner's choosing

6.3 Any costs or expenses incurred in respect of items not specifically included in the prize for the winner's own account. Martin & Martin and its associates, if applicable, will not be responsible for any other expenses which the winner may incur as a result of their acceptance of the prize, whether foreseen or not.

6.4 The PAWtrait prize is not transferable and may not be deferred, changed or exchanged for cash or any other item. Martin & Martin reserves the right to alter the prize for a prize of comparable commercial value.

## **7. Prize Draw:**

- 7.1 MEATY MULAS winners will be randomly selected from the pool of valid entries by an independent 3<sup>rd</sup> party within 2 weeks of the competition ending.
- 7.2 PAWtrait winners will be selected by a panel of judges within 2 weeks of the competition ending. The judges' decision is final and no correspondence will be entered into.

## **8. Prize Claims:**

- 8.1 Winners will be contacted by VPAS within two (2) working days of the draw having taken place. If the winner cannot be contacted telephonically within a period of three (3) consecutive business days, Martin & Martin reserves the right to disqualify a winner and randomly select a replacement winner from the competition entries. In such circumstances, the replacement winner will be contacted telephonically. If the replacement winner cannot be contacted within the same time constraints, the prize will be forfeited back to the promoters and no further winners shall be selected.
- 8.2 Winners will be required to respond in the following manner:
- MEATY MULAS R2 000 cash winners: Winners who are successfully contacted telephonically will be taken through an initial verbal validation process before being required to submit the following on the dedicated VPAS WhatsApp Prize Fulfilment Platform: a copy of their SA ID Document and re-confirmation of their personal details. Failure to complete this process within three (3) working days will result in the winner forfeiting the prize and the prize being awarded to a runner up.
  - MEATY MULAS R50 000 cash winner: The winner who is successfully contacted telephonically will be taken through an initial verbal validation process before being required to submit the following on the dedicated VPAS WhatsApp Prize Fulfilment Platform: a copy of their SA ID Document, re-confirmation of their personal details, and proof of banking details held in the winner's name. No prize money will be paid into any third-party bank accounts whatsoever. Failure to complete this process within three (3) working days will result in the winner forfeiting the prize and the prize being awarded to a runner up.
  - PAWtrait winners: Winners who are successfully contacted telephonically will be taken through an initial verbal validation process before being required to submit the following on the dedicated VPAS WhatsApp Prize Fulfilment Platform: a copy of their SA ID Document, re-confirmation of their personal details and a valid daytime SA delivery address where the winner is available to sign for a parcel between 8am – 5pm Monday – Friday. Failure to complete this process within three (3) working days will result in the winner forfeiting the prize and the prize being awarded to a runner up.
- 8.3 A successful prize claim will be subject to the winner being successfully verified. Verification includes, but is not limited to, checks being undertaken to ensure the winner is not an employee of Martin & Martin, and/or that the product purchased in connection with the entry was not returned.

- 8.4 Successfully verified winners will receive their prizes in the following manner:
- MEATY MULAS R2 000 cash winners: An Instant Money voucher code will be SMSed to the number used to enter the competition within two (2) working days of the winner having been successfully verified. A second SMS containing a PIN code will also be sent. The combination of those two items will allow the winner to withdraw R2 000 cash from any Standard Bank ATM using the cardless services functionality of the ATM
  - MEATY MULAS R50 000 cash winner: Funds will be deposited into the winner's nominated bank account via EFT within two (2) working days of the winner having been successfully verified.
  - PAWtrait winners will receive their hampers via our nominated couriers for delivery between 8am – 5pm Monday – Friday at the winner's nominated SA delivery address. The winner will need to sign for the delivery in person. Failure to be available to accept the delivery on 2 or more occasions will result in no further delivery attempts and the winner will forfeit the prize.
9. PAWtrait entrants need to be aware of the following:
- 9.1 Photos must be of an owned pet – no stock photos or illustrations will accepted.
  - 9.2 Photos may only be submitted by the owners of the pet. Enquiries may be undertaken to ascertain ownership of the pet appearing in the submitted photographs.
  - 9.3 Pet owners may submit entries of multiple pets, or multiple entries of the same pet, provided that each photo submission is undertaken as a unique entry process and is associated with a unique qualifying item purchase.
  - 9.4 Martin & Martin makes no guarantees as to the resulting likeness – creative license and interpretation is at the sole discretion of Martin & Martin and no correspondence will be entered into as part of the creative or production process. The entrant offers the photo of their pet as inspiration free of any expectation, control or influence.
  - 9.5 The spelling of the dog's name will be applied exactly as supplied in the entry process. Martin & Martin are not be liable for any errors in this regard.
  - 9.6 The winner is not entitled to any remuneration whatsoever, all and any resulting outputs, including publicity materials, are the sole property of Martin & Martin, and remain so in perpetuity.
10. The winner may be required to take part in publicity and participation in the competition is conditional on you agreeing to take part in such publicity. The winner will not be entitled to any remuneration for taking part in such publicity. All and any materials, including publicity materials, are the sole property of Martin & Martin.
11. To the extent that any taxes, duties, levies or other charges may be levied on a prize by the government or any other competent government or regulatory body, the winner will be liable, therefore, and Martin & Martin will not increase the value of the prize to compensate for such charges.

12. Should you win the prize, you undertake to expeditiously do all things necessary to enable the promoters to comply with their obligations under the CPA. A valid identity document will need to be provided to verify that the winner is over 18 years of age.
13. Martin & Martin reserves the right to vary, postpone, suspend, or cancel the competition and any prize (if it has not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which Martin & Martin reasonably deems necessary. In the event of such termination, all participants agree to waive any rights that they may have in terms of the promotional competition and acknowledge that they will have no recourse against the promoters, their advertising agencies, advisors, suppliers and nominated agents.
14. In the event of a dispute, the decision of Martin & Martin and its agency is final and binding and no correspondence will be entered into.
15. If the winner fails to comply with any of these rules or the terms of acceptance of the prize, or if they refuse to sign a Martin & Martin Winner Declaration or Martin & Martin Prize Acceptance Form, this will be construed as a rejection of the prize and then, without prejudice to any other remedy which Martin & Martin and its associates may have, the winner will be automatically disqualified and will forfeit the prize.
16. By entering this competition you accept and give Martin & Martin the right to send you promotional content in the form of competitions and the like. You have the right to opt-out of receiving promotional content by contacting us on the below contact details.
17. You further accept and give Martin & Martin the right to transfer, where applicable, your personal information:
  - 17.1 to any of its third parties for the purpose of processing the information which shall accord with the Protection of Personal Information Act 4 of 2013 (POPI); and
  - 17.2 outside of South Africa, such transfer shall conform with the provisions of POPI.
18. The laws of South Africa govern these terms and conditions and participants agree to be subject to the exclusive jurisdiction of the South African courts.
19. Martin & Martin Address: 10 Bayete Road, Ndabeni, Cape Town, 7405.
20. Contact details: [competitions@vpasagency.com](mailto:competitions@vpasagency.com)