



**All Things Food. Easy**

**Spot the Billboard Competition Rules**

**Please read these campaign rules carefully. These campaign rules (“rules”) explain your rights and duties in connection with this campaign. If you take part in this campaign and/or accept any prize, these rules will apply to you and you agree that the promoter(s) can assume that you have read and agreed to be legally bound by these campaign rules.**

<b>Campaign Name:</b>	<b>Spot the FoodGuru Billboard Social Media Contest</b>
<b>Promoter(s) Name(s):</b>	This Campaign is run by XLink, having its principal place of business at 410 Jan Smuts Avenue, Craighall Park in collaboration with Fastcomm and Pinch of Sult. The persons responsible for conducting the promotional competition on behalf of FoodGuru. In these rules, we refer to the above promoter(s) as “the promoter(s)”, or “us” or “we”. We will refer to participants and winners as “you”.
<b>The Campaign:</b>	There is 1 prize up for grabs, namely a single R5000 FoodGuru gift card. The monetary value of R5000 per prize only. The prizes are not redeemable for cash and are not transferable to any person other than the winner(s). We reserve the right to substitute the prize for other prizes of equal or greater value. We are not responsible for any damaged prize after the signature of receipt. Income or other taxes relating to the prize, if any, are the sole responsibility of the prize winner.
<b>Campaign opens:</b>	The Campaign starts on Friday, 4 December 2020 at 00:00:00 am.
<b>Campaign closes:</b>	The Campaign will continue until 31 December at 11:59:59 pm. The promoter(s) reserve the right to extend the campaign by amending these campaign rules. Notice of this will be posted in these rules.
<b>Eligibility: Who qualifies to take part?</b>	This campaign is open to any legal resident of the Republic of South Africa who is a natural person, 18 years of age, excluding the categories of people listed below who cannot take part. Natural persons without a valid South African 13-digit Identity number and Legal Entities not registered in South Africa. Members that have opted out or have unfollowed FoodGuru.
<b>How to participate?</b>	In order to qualify for the campaign, Customers must: FOLLOW US, LIKE this post and COMMENT on either Facebook or Instagram with the location of any of these three billboards to be entered into the draw for the grand prize: a R5000 FoodGuru gift card!  BONUS: Snap a picture of you with our billboard and post it here using the hashtag #JustFoodGuruit for an ADDITIONAL 5 ENTRIES!
<b>Products to which the Campaign is Applicable (“discounted item(s)”):</b>	n/a

<p><b>Campaign Terms and Conditions</b></p>	<p>Rules are as follows:</p> <p>FOLLOW US, LIKE this post and COMMENT on either Facebook or Instagram with the location of any of these three billboards to be entered into the draw for the grand prize: a R5000 FoodGuru gift card!</p> <p>BONUS: Snap a picture of you with our billboard and post it here using the hashtag #JustFoodGurult for an ADDITIONAL 5 ENTRIES!</p>
<p><b>Is there a limit on the number of times you can qualify for the campaign offer?</b></p>	<p>Yes, participants are only allowed to enter the location of each billboard once.</p>
<p><b>Data Usage and Privacy Policy</b></p>	<p>Participants in the Campaign understand and agree that, to offer the Campaign, we may collect and use personal information about participants. This personal information may include participants', first name, last name, email address, mobile number and in certain instances your image. Personal data, which participants provide when they enter the Campaign, may, subject to prevailing law, be used for future marketing activity unless you notify us that you wish to opt-out of receiving such marketing communications. We will treat your information in total confidence and will not sell, share, or rent this information to any other third parties. We may disclose the information if required to do so by law or if it is required to protect the safety, rights, or property of FoodGuru, our staff, customers or the public.</p>

<p><b>General</b></p>	<p>No correspondence will be entered into regarding either this Campaign or these Rules. In the unlikely event of a dispute, our decision shall be final. We reserve the right to amend, modify, cancel or withdraw any aspect of this Campaign in our sole discretion at any time without notice or liability. We cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants in this Campaign agree that we will, subject to prevailing law, have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of a code, or from participation in this Campaign. The laws of the Republic of South Africa govern this Campaign. If any provision or part of these Rules is deemed void or otherwise unenforceable in law, then that provision or part shall be deemed excluded and the remainder of these Rules shall remain in force. Any violation of these Rules will result in the immediate disqualification of the transgressing participant from the Campaign.</p>
<p><b>Rule Amendments</b></p>	<p>These Rules cannot be modified or superseded except by us, in our reasonable and sole discretion, in a written revision to these Rules posted on the FoodGuru website or using other potential official Competition communication methods reasonably calculated to reach a majority of potential participants.</p>

**IMPORTANT**

- You agree to indemnify the promoter(s) fully for any loss or damage the promoter(s) may suffer because you breached the campaign rules. This means you agree to reimburse the promoter(s) for the following: any loss or damage they suffer, any expenses and costs they paid or are responsible for. Legal costs mean costs on an attorney and own client scale.
- You also agree to indemnify the promoter(s) for any loss or damage you suffered because you took part in this campaign or used the code. If you enter yourself or use or accept the code, you understand that you do so of your own free will. This means that you cannot hold the promoter(s) legally responsible for any loss or damage or legal expenses you suffered because you took part in this campaign or used the code.
- You will protect the promoter(s) from being held legally responsible for the loss or damage or legal expenses of another person (legal or natural) if such loss or damage or expense was incurred because you: a) breached the campaign rules b) took part in this campaign or c) and such person used the code.

**GENERAL RULES**

- If you fail to comply with any part of these rules you will be disqualified and you will forfeit any <allocation(s)/discount(s)>.
- Unless we say otherwise you must be at least 18 to enter.
- The <voucher code/earn allocation> may not be sold or given to someone else.
- The <earn allocations/discount> cannot be swapped for a different type of reward.
- You are responsible for the tax associated with using or accepting any <voucher code/allocation>.
- You may not attempt to do anything to change the outcome of the campaign in any way.
- The promoter(s) decision is final, and no correspondence will be entered into. This means you cannot appeal any decision by the promoter(s).
- The promoter(s) have the right to end this campaign at any time. If this happens you agree to waive (give up) any rights that you may have about this campaign and agree that you will have no rights against the promoter(s).
- The promoter(s) reserve the right to change the rules of the campaign. The promoter(s) can change the rules of the campaign throughout the duration of the campaign. For convenience only, the date on which these rules were last amended will be shown below the heading. It is your responsibility to check the rules for amendments.
- The clauses in these rules are severable. This means that if any clause in these rules is found to be unlawful, it will be removed, and the remaining clauses will still apply.
- Where any dates or times need to be calculated in terms of this agreement, the international standard time: GMT plus two hours will be used.
- While the promoter(s) may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, or waive certain requirements, the promoter(s) can still insist on the strict application of any or all of its rights at a later stage. You must not assume that this means that the rules have been changed or that it no longer applies to you.
- This campaign and its rules will be governed by the law of the Republic of South Africa regardless of where you live or work, or where or how you enter.