

TERMS & CONDITIONS OF COMPETITION

1. Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1. **"Competition"** means the SNOWFLAKE – ULTIMATE CREATIONS competition.
- 1.2. **"Competition Period"** means the period between 1 September 2021 and 31 October 2021 (both dates inclusive).
- 1.3. **"Participant"** means a person who enters the Competition.
- 1.4. **"Participating Products"** means any of the Promoter's Snowflake flour and/or baking aids, including without limitation, the following products:
 - 1.4.1. Cake Flour
 - 1.4.2. Brown Bread Flour
 - 1.4.3. White Bread Flour
 - 1.4.4. Self-Raising Flour
 - 1.4.5. Semolina Flour
 - 1.4.6. Nutty Wheat Flour
 - 1.4.7. Digestive Bran
 - 1.4.8. Baking Powder
 - 1.4.9. Corn Flour
 - 1.4.10. Custard.
- 1.5. **"Participating Stores"** means any retailer of the Participating Products in the Republic of South Africa which is approved by the Promoter to participate in the Promotion.
- 1.6. **"Phase 1"** shall have the meaning ascribed to it in clause 4.4 below;
- 1.7. **"Phase 2"** shall have the meaning ascribed to it in clause 4.4 below;
- 1.8. **"Promoter"** means Premier FMCG (Proprietary) Limited (Registration Number: 1968/002379/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa; and
- 1.9. **"Prize/s"** means the prizes that can be won in this Competition, as more fully described in clauses 5.6 and 5.7 below.

2. Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges to have read and understood.

3. Competition

The Competition will run in three phases, as follows: Phase 1: September 2021 (South African Cuisine), Phase 2: October 2021 (Dessert Creations) and Phase 3: November 2021 (Grand Finale - Christmas Cake).

4. Entry Requirements

- 4.1. To be eligible for Participation in this Competition an entrant must:
 - 4.1.1. be a South African citizen or permanent resident over the age of 18 (eighteen) years old; and
 - 4.1.2. be a qualified or aspiring chef (for purposes of this Competition, "aspiring chef shall mean an individual who cooks and/or bakes for business); and
 - 4.1.3. successfully enter the Competition in accordance with the entry mechanism set out in clause 4.2 below; and
 - 4.1.4. adhere to the terms and conditions set out herein.
- 4.2. To enter the First Phase and/or the Second Phase of the Competition, Participants must:
 - 4.2.1. submit an original recipe for a cooked or baked dish, which was created by the Participant, and which requires a Participating Product;
 - 4.2.2. adhere to the competition theme for the applicable month. (September theme – South African Cuisine and October theme – Dessert Creations);
 - 4.2.3. describe the flavor profile of the dish;
 - 4.2.4. submit a clear individual photo of the Participant in his or her kitchen;
 - 4.2.5. submit 3 clear photos of the Participant cooking or baking (as the case may be) at three different stages (i.e., preparation, process and final);

- 4.2.6. submit a clear photo of the dish against a white background;
- 4.2.7. submit a close-up photo of the dish; and
- 4.2.8. enter via the Snowflake Ultimate Creations Private Facebook Group.

- 4.3. Entries received through any medium other than through the Snowflake Ultimate Creations' Private Facebook Group shall not be considered.
- 4.4. For the sake of clarity and for the avoidance of doubt, there are two entry opportunities during the Competition Period. The first entry opportunity is for the South African Cuisine theme (Phase 1) in September, and the closing date for that entry opportunity is on the 30th of September 2021, 24:00 (**"Phase 1 Closing Date"**). The second entry opportunity for the Dessert Creations theme (Phase 2), in October and the closing date is on the 31st of October 2021, 24:00 (**"Phase 2 Closing Date"**).
- 4.5. No entries submitted on behalf of a third party will be accepted.
- 4.6. Only entries received within the time periods referred to in clause 4.4 will be considered.

5. Judging Criteria, Prizes and Award Terms

- 5.1. FBI Chef's School shall within 8 (eight) days of the Phase 1 Closing Date or the Phase 2 Closing Date (as the case may be) shortlist 10 entries from all submissions for Phase 1 or Phase 2 (as the case may be), utilizing the judging criteria as follows: originality, creativity, overall presentation, utilization of Participating Product as a hero product, and technical skills.
 - 5.2. Thereafter, FBI Chef's School shall cook or bake (as the case may be) the 10 recipes in accordance with the recipe instructions, and shortlist 2 entries (2 for Phase 1 and 2 Phase 2) for participation in the Grand Finale using the judging criteria as follows: originality, creativity, overall presentation, utilization of Participating Product as a hero product, taste & texture and technical skills.
 - 5.3. Finalists for Phase 1 will be announced and contacted on 12 October 2021, and finalists for Phase 2 will be announced and contacted on 12 November 2021.
 - 5.4. All four finalists will compete in Phase 3 (the Grand Finale) for the grand prize referred to below on 24th November 2021 at the FBI Chefs' School in Randburg, Johannesburg. The Promoter shall provide for food and travel costs for Participants.
 - 5.5. The four finalists will be required to create a Christmas Cake recipe, and thereafter bake the cake. FBI Chef's School will then judge the four finalists using the judging criteria as follows: originality, creativity, overall presentation, utilization of Participating Product as a hero product, taste & texture and technical skills, and one winner will be selected as well as a runner-up.
 - 5.6. The winner will receive a grand prize comprising of R25 000 (twenty-five thousand rand) in cash and an FBI Chef's School and Patisserie Academy course voucher to the value of R55 000 (fifty five thousand rand).
 - 5.7. The runner-up will receive R10 000 (ten thousand rand) in cash.
 - 5.8. The winner and runner-up will be announced on 24th of November 2021.
 - 5.9. The winner and runner-up will be required to provide their names, identity number, contact details, a copy of their identity document and a finalist form and will be required to sign an acknowledgment of receipt of the prize.
 - 5.10. In the event that a finalist cannot be successfully contacted or is unable, for any reason whatsoever, to participate in the Grand Finale a replacement finalist will be selected from the shortlisted list of Participants from Phase 1 and Phase 2.
 - 5.11. Any prize not taken up for any reason whatsoever within two months of notification will be forfeited.
- ## 6. Use of Personal Information
- 6.1. Personal information is information relating to a Participant. Personal information includes a Participant's identity number, passport number and contact details.
 - 6.2. The Personal Information may be collected by the Promoter or a third-party agency on the Promoter's behalf. In the event that the information is being collected by a third-party agency, this information will be transferred to the Promoter and deleted by the agency at the end of this Competition.
 - 6.3. By entering this Competition, a Participant agrees that the Promoter may use his/her personal information in connection with the Competition.

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- 6.4. As far as the law allows, each Participant agrees and gives the Promoter permission to collect, get, receive, record, organise, collate, store, update, use and share all of his/her personal information for all purposes relating to the Competition.
- 6.5. A Participant may ask the Promoter at any time before the Closing Date to correct or confirm any personal information if it is wrong or out of date.
- 6.6. Each Participant warrants that he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Competition. The Promoters will not use any Participant's personal information in any way which breaks the law and undertakes to keep all personal information of Participants secure and for as long as the law requires.
- 6.7. The Participant agrees that any photographs or videos taken of them in relation to this Competition become the property of the Promoter to use in any marketing campaigns as the Promoter deems fit. The Participant shall have no claim for any compensation for use of the photograph.
- 9.10. The Promoter will never ask you to provide banking details in order to take part in a Competition.

7. Warranties and Indemnities

- 7.1. The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and the Participants hereby indemnify and hold the Indemnified Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Promotion.
- 7.2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

8. Force Majeure

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to a Participant (any such event hereinafter called "**Force Majeure**") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

9. General

- 9.1. The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on <https://www.premierfmcg.com/our-brands/wheat-snowflake>.
- 9.2. The following persons may not enter the Competition or be eligible to win any of the prizes:
- 9.2.1. any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter; or
- 9.2.2. a supplier of goods or services in connection with the Competition.
- 9.3. Prizes are not transferable for cash or any other prizes.
- 9.4. The Promoter will not accept responsibility for entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 9.5. The Promoter reserves the right to disqualify any Participant who breaches any provision of these terms and conditions.
- 9.6. In the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
- 9.7. In the event of a dispute regarding a winner chosen in accordance with 4.1 above, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.
- 9.8. The Promoter reserves the right to cancel, suspend, amend or terminate the Competition at any time and without notice to the Participants.
- 9.9. All enquiries regarding the Competition should be sent to the Promoter at customer@premierfmcg.com or **0860 122 300** (SA only).