

<b>Client:</b>	Kraft Heinz MEA L.L.C. "HEINZ"
<b>Job Number:</b>	20240478
<b>Description:</b>	HP Sauce + Tomato Ketchup Promotion
<b>Date:</b>	25/07/2024
<b>Version:</b>	1
<b>Copywriter:</b>	Idris

## Terms and Conditions for the (HEINZ TOMATO KETCHUP PROMOTION) (PROMO CODE: "HEINZ")

### 1. Participants

- 1.1. Any person participating (a "Participant") in the Promotion does so on acceptance of these terms and conditions ("Terms and Conditions") listed below.
- 1.2. HEINZ and their subsidiaries are each referred to as a "Promoter" in respect of the Promotion for purposes of these Terms and Conditions. Bidfood is contracted (the "Promoters Parties") to host the Promotion.
- 1.3. The Promotion will run from 27<sup>th</sup> January 2025 to 9<sup>th</sup> February 2025 ("Competition Period") after which time the Promotion will automatically lapse and no further entries will be accepted.
- 1.4. The Promoter, their directors, members, partners and employees are not eligible to participate in or enter this Promotion.
- 1.5. Participants may only take part in the promotion as the operator's representative; any entries that, in the Promoter's absolute discretion, have been made by a person who is not a natural person, or via participation in a syndicate will be disqualified.

### 2. Promotion Mechanics

- 2.1. For every case of Heinz HP Sauce 255g purchased by Participants, they are eligible to receive a 50% discount on a case of Heinz Tomato Ketchup 295g by using the promo code "HEINZ" on the MyBidfood platform.
- 2.2. The purchase of the HP sauce and Heinz Ketchup needs to be made on the same invoice.
- 2.3. The 50% discount shall be automatically applied at checkout stage of the purchase on the platform.
- 2.4. Participants can make multiple purchases on the MyBidfood platform during the duration of the promotion
- 2.5. This is an online promotion only and therefore available on MyBidfood platform users exclusively.

### 3. General Terms

- 3.1. All decisions pertaining to any aspects of the Promotion are final and are made at the discretion of the Promoters. Neither the Promoters nor its agents will be held responsible or answerable to any Participant for any dispute arising from the promotion mechanics (as defined above).
- 3.2. The Promotion, its code, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Promotion. Such altered terms and conditions and/or codes shall become effective immediately after being altered or on such date as may be determined by the Promoters.
- 3.3. Participants who, in the Promoters' sole determination, act unlawfully, fraudulently, in breach of these Rules or otherwise dishonestly may be disqualified from participating in the Promotion.
- 3.4. In addition to any other rights contained in the Promotion rules, the Promoters reserve the right to terminate the Promotion at any time with immediate effect. If this is the case, the Promoters will provide a notice on their Bidfood website, and it shall be the responsibility of Participants to review such websites in this respect. In such event, all consumers hereby waive any rights which they may have against the Promoters and acknowledge that they will have no recourse or claim of any nature against the Promoters.
- 3.5. The duration of this Promotion may also be extended or curtailed at the sole discretion of the Promoters. If this is the case, the Promoters will provide notice of this on [www.bidfood.co.za](http://www.bidfood.co.za)
- 3.6. The right of admission into the Promotion rests solely with the Promoters.
- 3.7. For any possible reason, if the Promotion is terminated by the Promoter, the Promoter is allowed to do so, without being held liable for any accumulated interest.

### 4. Participating Products

Product Code	Description	Brand	Unit Size	UOM
PIC5200	HP Sauce (12) 255g	HP	255	g
PIC9714	Heinz Tomato Ketchup (12) 295g	Heinz	295	g

## 5. Exclusions and other important terms

- 5.1. By entering the Promotion and/or using the Code, the Participants hereby indemnify, release and hold harmless the Promoters (including their subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors (the "Promoters Parties") from and against any actions, claims and/or liability for injury, loss, damage, expense, claim or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the Promotion.
- 5.2. Notwithstanding clause 5.1. above, 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 Participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 5.3. By entering the Promotion in accordance with its terms, Participants acknowledge that the Promotion will be regulated by the provisions of the CPA.
- 5.4. These Terms and Conditions shall be governed by the laws of the Republic of South Africa. In the event of a dispute in connection to this Promotion Terms and Conditions, the parties submit to the non-exclusive jurisdiction of the courts in South Africa.
- 5.5. The Promoter or a supplier of goods or services in connection with this Promotion are not responsible for any errors, omissions and/or technical failures of any nature whatsoever throughout this Promotion.
- 5.6. Should the Participant object to the processing of his/her personal information and/or receipt of direct marketing, the Participant should send an email to [popia@bidfood.co.za](mailto:popia@bidfood.co.za).
- 5.7. The Promotion is open to Bidfood South Africa Trading customers only with a valid Bidfood account. Promotion excludes Bidfood Botswana and Food Trucks.
- 5.8. Participating Branches:
  - Bidfood Linbro Park
  - Bidfood Alberton
  - Bidfood Pretoria
  - Bidfood Mbombela
  - Bidfood Polokwane
  - Bidfood Bloemfontein

- Bidfood George
- Bidfood East London
- Bidfood Gqeberha
- Bidfood Empangeni
- Bidfood Pietermaritzburg
- Bidfood Durban
- Bidfood Western Cape