



* TERMS AND CONDITIONS

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1.1. This Promotion/Competition/Programme ("Competition") is operated by Futurelife@ Health Products Pty Ltd ("The Promoter").

1.2. The Competition is open for a two month period, from the date the entry box is placed in the school. Any entries received after the two month period has ended will not be valid and will not be considered.

1.3. The Promoter reserves the right, in its sole discretion and to the extent permitted by law, to amend these T&C's at any time. The Promoter may notify The Participating School of any significant changes, however there is no obligation on The Promoter to do so and it remains your responsibility to check these T&C's regularly on the website and/or any other communications' medium applicable.

1.4. The Promoter shall have the right to terminate the Competition ("Termination") immediately and without notice for any reason, beyond its control, requiring this. In the event of such Termination, The Participating School agrees to waive any rights that The Participating School may have in terms of this Competition and acknowledges that The Participating School will have no recourse against the Promoter, its agents and/or staff.

1.5. These T&C's constitute an agreement between The Promoter and The Participating School.

1.6. These T&C's as well as the terms of use governing each of the specific rewards/prizes/ benefits ("Rewards") will apply to your participation/submission/entry ("Participation") into the Promotion.

1.7. By entering the Competition, The Participating School confirms that they have read, understood and agree to be bound by these T&C's, as they may be amended from time to time. By continuing your Participation, after the Promoter has modified and/or amended these T&C's, The Participating School agrees to be bound by such modified T&C's. If the modified T&C's are not acceptable to The Participating School, The Participating School must terminate their Participation.

1.8. The Promotion is open to all secured/confirmed/booked Participating Schools. Directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly controls or is controlled by the Promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members cannot enter the Competition. The Promoter, its agents and distributors accept no liability whatsoever for the misuse of the reward and or products.

1.9. By entering the Competition, The Participating School agrees to receive communication from the Promoter.

1.10. To the extent allowed by law, these T&C's set out the whole of the agreement between The Participating School and The Promoter in regard to the subject matter hereof and there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which The Participating School are relying in concluding this agreement and The Promoter shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This clause constitutes an acknowledgment of fact by The Participating School. The Participating School must read the above clause carefully and ensure that this statement is true and correct as this will limit your rights to claim that these statements are not true and correct.

1.11. To the extent allowed by law, no extension of time or indulgence which The Promoter may grant to The Participating School shall constitute a waiver of any of The Promoter's rights, who shall not thereby be precluded from exercising any rights against The Participating School which may have arisen in the past or which might arise in the future. This clause limits and excludes obligations, liabilities and legal responsibilities which The Promoter will have towards The Participating School and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on The Participating School.

1.12. These T&C's shall be governed by and interpreted according to the laws of the Republic of South Africa and the parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town, in respect of any proceedings arising out of or in connection with these T&C's.

1.13. Any provision in these T&C's which is or may become illegal, invalid or unenforceable shall, to the extent of such prohibition or unenforceability, be ineffective and treated as having not been written and severed from the balance of these T&C's, without invalidating the remaining provisions of these T&C's.

1.14. The Promoter and its agencies reserve the right to correct any errors and omissions. These terms and conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.

1.15. The Participating School agrees that The Promoter may send any notice or notification arising under and/or contemplated in these T&C's by electronic mail or other electronic communication to your contact details provided when The Participating School subscribed to The Promoter.

1.16. The Participating School grants permission for images and videos taken at The Participating Schools, as part of the programme, can be used by The Promoter and at their own discretion. Images, videos and content can be uploaded on The Promoter's website and social media pages, but not limited to.

1.17. The Promoter's domicilium citandi et executandi (place for service of legal documents) is Suite 3, Unit 2, Rydall Vale Crescent, Douglas Saunders Drive, Umhlanga Ridge, 4051, South Africa.

2. WARRANTIES AND LIABILITY

2.1 To the extent allowed by law, The Participating School agrees that The Promoter shall not be liable to The Participating School or any other person or entity whatsoever in respect of any loss or damage:

2.1.1. caused by or arising from any fact or circumstance beyond the reasonable control of The Promoter;

2.1.2. which is consequential or incidental loss or damage;

2.1.3. of whatever nature and howsoever arising from or in connection with your Participation and/or your use/consumption of the Rewards.

3. INDEMNITY

3.1. To the extent allowed by law, The Participating School hereby indemnify and hold The Promoter free from liability for loss or damage of whatever nature and howsoever arising from your Participation and/or your failure to comply with any provision and/or obligation under these T&C's. This clause constitutes an assumption of risk and/or liability by The Participant under which The Participating School indemnify The Promoter against certain liabilities and which may result in The Participating School being liable for additional costs and liabilities.

4. PRIVACY

4.1. The Participating Schools will be required to provide certain personal information (where applicable), including (but not limited to), their name, surname, physical address, postal address, email address and cell phone number.

4.2. This clause applies to all personal information collected or submitted to The Promoter as set out above as well as any other personal information provided by The Participating School to The Promoter at any time.

4.3. Should The Participating School fail to provide your personal information to The Promoter, The Participant may not be able to participate.

4.4. Subject to 4.5, The Promoter will use your personal information for all purposes relating to these T&C's and/or in order for The Promoter to provide the Rewards.

4.5. The Promoter may use your personal information for marketing purposes for their other products.

4.6. Subject to 4.5 and 4.7, The Promoter will not share any of your personal information with any third party except where such disclosure is necessary to enable The Promoter to provide, deliver or in any other way give effect to these T&C's and/or the Rewards, where such disclosure is required by law or where The Participating School consent to The Promoter sharing your personal information.

4.7. The Participating School hereby agree to The Promoter disclosing and sharing your personal information with entities within the Machine group of companies.

4.8. To the extent that The Promoter shares your personal information with third parties in accordance with clauses 6 and 7 above, The Promoter will require, to the extent possible, that such parties conform to The Promoter's privacy standards.

4.9. The Participating School hereby expressly agree that The Promoter may:

4.9.1. use your personal information for the purposes set out above;

4.9.2. transfer your personal information to third parties in a foreign country where this is required for the facilitation of any transfers of information or where this is required in order to give effect to the Rewards.

4.10. The Promoter shall protect your personal information as required by law. However, to the extent allowed by law, The Promoter shall not be liable to The Participating School or any other person or entity whatsoever, in respect of the unauthorised disclosure of your personal information.

4.11. In accordance with POPI, The Participating School may request the Promoter to review which of your personal information it holds and may request for the Promoter to delete such information, please contact the Call Centre. This clause limits and excludes obligations, liabilities and legal responsibilities which The Promoter will have towards The Participating School and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on The Participating School.

5. CONSUMER PROTECTION ACT

5.1. Nothing in these T&C's:

5.1.1. limits or exempts The Promoter from liability for any loss directly or indirectly attributable to the gross negligence of The Promoter or any person acting for or controlled by The Promoter to the extent that the law does not allow this;

5.1.2. requires The Participating School to assume risk or liability for this kind of loss to the extent that the law does not allow this.

5.2. If these T&C's and/or any goods and/or services provided under these T&C's are regulated by the CPA, it is not intended that any provision of these T&C's contravenes any provision of the CPA and therefore all provisions of these T&C's must be treated as being qualified, if necessary, to ensure that the provisions of the CPA are complied with.

6. HOW TO ENTER

6.1. Entry

6.1.1. Buy any 500g or 1.25kg box of FUTURELIFE®, cut out the main logo on front and write your full name and school on the back OR purchase a loaf of Smart Bread™, attach a note to the empty bread packet with your full name and school on it and place it into this box.

6.1.2. Per region, The Participating School that collects the most logos will be awarded R20 000 and, per region the pupil who collects the most will win R2500 cash.

6.1.3. There is no limit to the number of entries.

6.1.4. Participants must retain proof of purchase in order to be eligible to be deemed a winner.

7. COMPETITION RESULT

7.1. Except in so far as is provided for in the Consumer Protection Act 68 of 2008, the Promoter's decision is final and no correspondence will be entered into.

7.2. The Participating School and/or Winners will not be entitled to claim any royalties or any intellectual property rights from the Promoter.

7.3. Participants may be required to identify themselves with a bar coded South African ID book and/or valid passport and sign a prize receipt form received and/or provide an address and a new prizewinner will facilitate the prize being delivered to them. Failure to claim the prize or a refusal or inability to comply herewith will disqualify the prizewinner and a new prizewinner will be awarded in their place at the sole discretion of the Promoter.

7.4. The Promoters may refuse to award a prize to a participant if there is suspicion of any irregularities or fraudulent activities.

7.5. The Promoter reserves the right to request, which The Participating School have the right to decline, that images taken of The Participating School be used for publicity purposes in any manner they deem fit, without any further remuneration being made payable to the prize winner.

8. PRIZES

8.1. This reward is a cash prize. R20 000 for The Participating School and the individual R2500.

8.2. The Promoter and its agencies have the right to reject any participant suspected of fraudulent behavior.

8.3. Photocopied, illegible or defaced FUTURELIFE® Logos or bread packets will not be accepted.

8.4. Prizes may only be redeemed by The Participating School or individual who entered.