



**McCain BURGER KING® PROMOTION  
SMS or USSD Campaign  
Terms & Conditions**

**SECTION A: Definitions**

The terms and conditions for the McCain and BURGER KING® “**McCain BURGER KING® Promotion**” include the following terms which have been defined as follows:

- A. **“The Promotion”** means McCain and BURGER KING® “McCain BURGER KING® Promotion”.
- B. **“Participant”** must be a South African citizen, aged 18 or over, and may not include an employee of any agencies, sales agents/merchandisers, packaging suppliers and their immediate family members (spouses, life partners, parents, grandparents, siblings, children and grandchildren) or their business partners, or any person who is:
- a. a director, member, partner, or agent of, or consultant to the Promoters or any other person who directly or indirectly controls or is controlled by, the Promoters; or
  - b. a supplier of goods or services in connection with the Promoters.

The Promotion is not open to employees and their immediate families of McCain Foodservice Pty Ltd and/or BURGER KING® South Africa (RF) Pty Ltd.

Participants must be in possession of a valid South African identity document as proof of identity.

- C. **“Participating Outlet/s”** are BURGER KING® outlet/s anywhere in South Africa.

- D. **“Promoters”** are:
- McCain Foodservice Pty Ltd (“McCain”)  
Oxford & Glenhove Building  
Block 1, 2nd Floor, Suite 10  
116 Oxford Road  
Rosebank  
2196
  - BURGER KING® South Africa (RF) Pty Ltd (“BURGER KING®”)  
10th Floor, 33 on Heerengracht  
Foreshore  
Cape Town  
8001

- E. **“Promoted Products”** means 2 For R100 Mix or Match **and** 4PC Chilli Cheese Bites for R20.00 **or** 6PC Chilli Cheese Bites for R30.00 available for purchase at any Participating Outlet.

- F. The **“Prize”** consists of return flights from O.R. Tambo International Airport, Johannesburg, South Africa to Mauritius (travel period dates are between 1 October 2019 to 30 November 2019), 5 nights’ accommodation for two persons sharing a room at The Ravenala Attitude in Balaclava, return airport coach transfers in Mauritius and all-inclusive meals for 2 (two) people to the value of R 43 400,00 (Forty



Three Thousand Four Hundred Rand). The Prize is not transferable and may not be exchanged for cash.

- G. The “**Prize Inclusions**” are all meals including snacks; a selection of drinks; picnic baskets for day excursions (reserved 24 hours prior to the excursion); breakfast, lunch and dinner in one of the other Attitude hotels (this offer is applicable to a selection of restaurants upon availability, 24h prior booking); 20 percent discount on a relaxing massage for bookings between 09h00 and 14h00 (minimum 5-night stay).
- H. The “**Prize Exclusions**” are costs and services related to passports, as well as personal and travel insurance; all gratuities and items not specified in the above Prize and Prize Inclusions.
- I. “**Winner Selection**” will take place by means of a computerized audited draw, conducted in the presence of an auditor, to be held no later than **23 September 2019** at the offices of BURGER KING®. The winner will be contacted directly telephonically.

#### **SECTION B: Specific clauses**

The Promoters, in terms of their obligations under the Consumer Protection Act 68 of 2008, draw special attention to certain clauses.

Special attention should be paid to clauses 14, 18, 21, 22, 24, 25, 26, 27, 28 as they limit and exclude obligations, liabilities and legal responsibilities that the Promoters and other persons or entities may otherwise have in respect of the Participant. As a result of these clauses, the Participant’s rights and remedies against the Promoters entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against the Promoters for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion.

Clauses 9, 17, 21, 24, 26, 27 and 28 require the Participant to hold the Promoters harmless (indemnify the Promoters) against claims, loss, damages, and harm that may be suffered by the Participant and other persons or entities as a result of the events set out in these clauses.

#### **SECTION C: Terms and Conditions**

1. These Terms and Conditions are available on [www.mccain.co.za](http://www.mccain.co.za) and may also be downloaded from BURGER KING® website on <http://www.burgerking.co.za/competition-terms-and-conditions/> or on request from the BURGER KING® Customer Care line on 080 946 7737.
2. These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials. As far as the law allows, all warranties and representations in relation to the Promotion not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.
3. Participation in the Promotion constitutes your unequivocal acceptance of these Terms and Conditions.
4. Prize redemption instructions are deemed to form part of the Terms and Conditions and by entering this Promotion all Participants will be deemed to have accepted, and shall be bound by the Terms and Conditions.



5. The Promotion is valid only in South Africa and is open to all Participants as defined.
6. In order to participate in the Promotion and stand chance to win the Prize, a Participant must
  - 6.1. purchase 2 For R100 Mix or Match **and** add 4PC Chilli Cheese Bites for R20.00 **or** 6PC Chilli Cheese Bites for R30.00 at any Participating Outlet; and
  - 6.2. text the unique code found on the receipt via USSD by dialling \*120\*9688\*UNIQUECODE#; **or**
  - 6.3. SMS name and the unique code found on your till slip to 30115.
7. SMSs and USSDs will be charged as follows:
  - 7.1 MTN users will be charged R0.86 to send SMSs to participate in this Promotion and the automated SMS acknowledging receipt will cost the Participants R0.19 per entry.
  - 7.2 Standard SMS Rates apply for all other networks. USSD rates for all other networks will be R0.20 per entry, or as determined by the service providers in their sole discretion.
8. Participants, either by using SMS or the USSD system, will be providing their contact details. The Promoters and their agents will only use the contact details provided by the Participants for the purpose of contacting them in relation to the Promotion and not to market any other material to them.
9. By taking part in this Promotion, Participants hereby warrant that all information submitted to the Promoters is true, current and complete.
10. All personal information supplied by the Participants in relation to this Promotion, shall be processed in accordance with the South African data protection legislation and the Promoters' privacy policy.
11. By entering this Promotion, Participants are given the opportunity to opt-in to allow McCain Foodservice Pty Ltd, BURGER KING®, and their related companies to collect, store and use (not share) their personal information for communication, statistical purposes and marketing communication.
12. The Promotion starts at 00h00 on 1 August 2019, and ends at 23:59 on 20 September 2019, after which, no further entries will be accepted.
13. Participants are not limited by the number of entries in this Promotion but are limited to one entry per unique code. Participants will need to make a new purchase of the Promoted Products from any Participating Outlet for each entry.
14. The Promoters reserve the right to disqualify any Participant if fraud or cheating is suspected. Participants will only be eligible for selection if their completed entry complies with all the terms and conditions and especially with clause 6 above.
15. Winner Selection takes place by computerized audited draw, conducted in the presence of an auditor, to be held no later than 23 September 2019 at the offices of BUREGER KING®.
16. If the winner cannot be contacted telephonically on at least 5 or more attempts, for up to 2 business days after the day on which he/she is selected as a winner, then the Promoters will select another



Participant as a winner. The process will be repeated until a winner is confirmed and announced on the relevant social media platforms on 28 September 2019.

17. In order to claim the Prize, the winner must provide a certified copy of their South African identity document and proof of purchase of the Promoted Products within 48 hours of being notified as the Prize winner. The selected winner and their chosen guest must be in possession of a valid passport for the travel period and 5 months post the travel period. The Promoters may refuse to award the Prize if any irregularities or fraudulent activities are detected. The winner agrees to accept the Prize as is, at their own risk.
18. The Promoters may ban any person found to be in breach of these Promotion terms and conditions from entry into any other promotions held by the Promoter, or its agents, for such period as it deems appropriate.
19. The winner must sign an acknowledgment of receipt of the Prize and arrange for delivery of this acknowledgement to the Promoters by email on [customercare@whopper.co.za](mailto:customercare@whopper.co.za).
20. The winner and his/her guest winner may be required to take part in publicity which includes but not limited to publishing and distributing any and all details of the winner and or to take pictures and or videos of the winner or use the winner's details or photographs and or videos in any advertising or promotional material without any liability on the part of the Promoters and participation in this competition is conditional upon agreement to take part in such publicity. Participants will also be required to document their trip on social media tagging @BurgerKingZA. Participants will not be entitled to any payment or other remuneration for any such publicity or otherwise. All and any materials, including publicity materials will be the sole property of the Promoters.
21. All decisions pertaining to any aspects of the Promotion are final and are made at the discretion of the Promoters. No further correspondence will be entered regarding their respective decisions. Neither the Promoters nor their agents will be held responsible or answerable to any Participant for any dispute arising from the Promotion or Prize awards.
22. In the event of circumstances beyond the Promoters' control, the Promoters reserve the right to substitute the Prize with another prize of the same or greater value.
23. The Promotion, its Prize, 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 Prize shall become effective immediately after being altered or on such date as may be determined by the Promoters.
24. By participating in this Promotion, each Participant agrees to waive any rights that he/she may have to claim against the Promoters and the Promoters' agents from any direct or indirect and/or consequential loss, damage, damages, liability, expenses, cost orders or demand which may arise as a result of his/her participation in the Promotion and, where applicable, subsequent Prize award and delivery and where applicable subsequent exercise of the Prize.
25. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoters, they reserve the right to the extent permitted by law (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel this Promotion, as they deem appropriate.



26. The obligations of the Promoters or a supplier of goods or services in connection with this Promotion are deemed to be fulfilled in relation to a winner, when their Prize is claimed.
27. The Promoters 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.
28. As far as the law allows the Promoters, its associated companies (directors, officers and employees) agents and suppliers, shall not be responsible for a Participant's failure to access the Promotion for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
29. These Terms and Conditions shall be governed by the laws of South Africa.
30. If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.
31. If the Participant requires any help or has any enquiries relating to the Promotion, they may contact BURGER KING® Customer Care on 080 946 7737. All travelling related queries for this Promotion may be directed to the McCain Foodservice Pty Ltd promotional helpline on 011 856 6072. The McCain Foodservice Pty Ltd promotional helpline will operate during normal business hours, 08:30 -17:00, from Monday to Friday, from 1 August 2019 to 20 September 2019, excluding official national public holidays in South Africa. Calls charged at Standard Rates.