

## Terms and Conditions

**Tony Ferguson “#TFWINBIG” Competition.**  
**A chance to win a wardrobe makeover valued at R5000.**  
**Valid until 15 October 2021.**

1. Information on how to participate and the nature of the prize form part of these Terms and Conditions. By participating in the Competition, Participants agree to be bound by these Terms and Conditions.
2. The Competition is open to permanent residents of South Africa, provided that The Entrant is 18 years or older. Employees of The Promoter and their immediate families and the affiliated companies and agencies, including Dis-Chem Pharmacies and selected SPAR stores and their respective employees, are ineligible to participate.
3. The Promoter refers to Tony Ferguson Weightloss SA (Pty) Limited of SPACES, Willow Wood Office Park, 220 Third Road, Broadacres, Johannesburg, South Africa.
4. The Competition is not valid in conjunction with any other special, discount or promotion offer unless indicated otherwise.
5. The Competition commences at 09:00 AM on 02/09/2021 and finishes at 23:59 PM on 15/10/2021 (Promotional Period), and The Promoter reserves the right to substitute any prize with another of equivalent value without giving notice. No substitution or cash redemption of non-cash prizes is permitted. Prizes are not transferable. No extensions will be given under any circumstances.
6. To enter The Competition and be eligible to win, a Participant must meet all of the following criteria:
  - Purchase any Tony Ferguson shake (i.e. Pro Shake, Vegan Shake, or Go Shake) from Dis-Chem, selected SPAR stores or the Tony Ferguson online shop.
  - Take a picture of your Tony Ferguson shake.
  - Post your picture and tag the Promoter on the respective social media platforms (Facebook, Instagram and Twitter), and include the hashtag #TFWINBIG.
7. Participants may enter the competition as many times as they wish over the Promotional Period, provided that Participants meet the participation requirements set out above.
8. One winner will be determined by random draw, audited by The Promoter. Winner(s) will be drawn and announced within 2 days after the entry deadline, 15 October 2021. The winner will then be notified via direct message on the social media platform on which they entered the competition, within 1 day of the draw. The Promoter will liaise directly with the winner regarding the handover of the prize.
9. Should the Winner/s provide incorrect contact details or doesn't meet the participation requirements set out above, which prevents The Promoter from

contacting them after 24 hours, The Promoter will select a replacement winner from the qualifying entries. In addition, if The Promoter is not able to contact a Winner after a reasonable number of attempts, then The Promoter will randomly choose a new winner from the qualifying entries.

10. The Promoter reserves the right to disqualify the Winner/s if he/she does not respond to The Promoter's attempts at contact either via social media and/or telephone call and/or email within 1 working days of being contacted or the notification being despatched, indicating that he/she accepts the prize. In such event, The Promoter will be entitled to select another winner immediately thereafter.
11. The Winner/s may be required to provide The Promoter with proof of identification in the form of a copy of his/her identity document, passport or South African driver's licence.
12. In the event that any prize (Wardrobe makeover worth R5000) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a gift of equal or greater value at its sole discretion.
13. The Winner/s or Participants may be required to take part in publicity for broadcast or publishing purposes, which is conditional upon their agreement to take part in such publicity. The Winner/s or Participants that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of The Promoter.
14. Any cost associated with accessing The Competition or any promotional website is the entrant's responsibility.
15. Details from participation may be collected and used for the purposes of conducting this Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes surrounding this Competition. By participating in this Competition, Participants consent to the use of their information as described and agree that The Promoter may use this information, disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to The Participant. Participants may access, change and/or remove their personal information and obtain a copy of The Promoter's privacy policy by contacting the Promoter by e-mail at [info@tonyferguson.co.za](mailto:info@tonyferguson.co.za).
16. This Competition will be advertised via Tony Ferguson's social media accounts.
17. The Promoter reserves the right to cancel or amend The Competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of The Promoter's control. Any changes to The Competition will be notified to entrants as soon as possible by The Promoter.
18. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.

19. The Promoter shall not be responsible for any lost, damaged, delayed or electronically corrupt entries for any reason whatsoever.