

## **TERMS AND CONDITIONS: PANZANI DAN NOU LAKWIZINN CAMPAIGN 2023**

The Terms and Conditions set out below apply to all participants submitting entries for the **PANZANI DAN NOU LAKWIZINN CAMPAIGN 2023**. Please refer to <https://pnl.digital-vi.be/panzani-V2> for the current Terms and Conditions for this Promotion:

Please read these terms and conditions carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate.

### **THE PROMOTION AND PROMOTER:**

**PANZANI DAN NOU LAKWIZINN CAMPAIGN 2023** conducted by Pharmacie Nouvelle Ltd hereinafter referred to as the ("Promoter")

### **1. PROMOTION PERIOD**

1.1 The Promotion will run from 1st November 2023 up to 27<sup>th</sup> December 2023 ("the Promotion Period"). No entries received after midnight on the 27<sup>th</sup> December 2023 will be accepted.

1.2 The Promotion Period may be extended or curtailed at the discretion of the Promoter.

1.3 The Promotion is valid while stocks last. The qualifying products are subject to stock availability at the time of purchase and will vary by store.

### **2. WHO MAY ENTER**

2.1. All Participants in the Promotion ("Participants") must, at the time of entering the Promotion:

2.1.1. be a person and at least 18 (eighteen) years of age;

2.1.2. be a citizen and/or legal resident of the Republic of Mauritius

2.1.3. be in possession of a valid Mauritian National Identity Document, resident/work permit and/or Driver's License; and

2.1.4. be residing or be present in Mauritius for the duration of the Promotional Period and for the period during which the prize draws and the delivery or collection of the prize/s takes place.

2.2. Participation in the Promotion excludes directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoter, or any third parties involved in the execution of the Promotion, either directly or indirectly (including but not limited to their agencies, organisers and participating stores of the Promotion)

### **3. HOW TO QUALIFY FOR THE PROMOTION**

**3.1.** To qualify for the Promotion, each Participant must purchase any two Panzani Pasta and one sauce listed below:

Panzani Alphabets 500g

Panzani Petit Panier 500G

Panzani Coquillettes 500g  
Panzani Macaroni 500g  
Panzani Nouilles Fines 500g  
Panzani Torti 500g  
Panzani Sphaghetti no 5 500g  
Panzani Vermicelli 500g  
Panzani Sphaghetti no 7 500g  
Panzani Sphaghetti 1kg  
Panzani Torti 1kg  
Panzani Coquillettes 1kg  
Panzani Macaronni 1kg  
Panzani Fantaisies Fusilli 500g  
Panzani Fantaisies Farfalle 500G  
Panzani Torti Epinard Tomates 500g  
Panzani Farfalle 400g- Selection du Chef  
Panzani Collerette 400g -Selection du Chef  
Panzani Tagliatelle 400g- Selection du Chef  
Panzani Linguine 500G No 11  
Panzani Tagliatelle 500g  
Panzani Penne Rigate 500g  
Panzani Farfalle Epinard Tomate  
Panzani Capellini 500g  
Panzani Sphaghetti Express 500g  
Panzani Fusilli Express 500g  
Panzani Maccheroni Express 500g  
Panzani Lasagnes 500g  
Panzani Cannelloni 250g  
Regia Couscous Fin 500g  
Regia Couscous Moyen 500g  
Panzani Couscous Moyen 500g  
Panzani Coquillettes Sans Gluten 400g  
Panzani Sphaghetti Sans Gluten 400G  
Panzani Penne Sans Gluten 400g  
Panzani Sauce Originale 400g  
Panzani Sauce Arrabiata 400g  
Panzani Sauce Bolognaise Champignons 400g  
Panzani Sauce Bolognaise aux épices 400g  
Panzani Sauce Bolognaise Veggie 400g  
Panzani Sauce Bolognaise au Poulet 400g  
Panzani Sauce Olives et Basilico 400g  
Panzani Sauce Tomates Cuisinées Bio 400g  
Panzani Sauce Provencale Bio 400g  
Panzani Sauce Tomate cuisinée aux petits légumes en tube 180g  
Panzani Sauce Tomate cuisinée oignon et ail en tube 180g  
Panzani Sauce Recette Maison Basilic et Pointe d'Ail 320g  
Panzani Sauce Recette Maison Tomates Cuisinées 320g  
Panzani Sauce Recette Maison Thym Romarin 320g  
Panzani Sauce 4 Fromages 370g  
Panzani Sauce Carbonnara 370g  
Panzani Sauce Pizza 390g

Panzani Bolognaise Bio 390g  
Panzani Sauce champignons 425g  
Panzani Sauce Provencale 425g  
Panzani Sauce Bolognaise 425g Nouvelle Recette  
Panzani Sauce Tomacouli Bio 500g  
Panzani Tomacouli Nature 500g  
Panzani Tomacouli Nature 200g  
Panzani Sauce Pesto 200g  
Panzani Sauce Bolognaise Classic 210g  
Panzani Sauce Originale 210g  
Panzani Sauce Provencale 210g  
Panzani Sauce Basilic 210g  
Panzani Tomacouli Bio 250g

Hereinafter referred to as ("**Participating Products.**")

**3.2.** Please note that no other Promoter products are eligible for this Promotion, other than those mentioned above. The Participating Products are subject to availability at time of purchase.

**3.3.** To stand a chance of winning any of the prizes listed in clause 5, Participants **must purchase any two Panzani pasta and one sauce of the participating products** and follow the instructions below:

**3.3.1.** Buy any 2 Panzani Pastas and 1 sauce of the ("**Participating Products.**")

**3.3.2.** Scan the QR Code in store to Play the game on the microsite accessible via the link <https://pnl.digital-vi.be/panzani-V2>

**3.3.3.** Enter your details and upload the proof of purchase/receipt to complete an entry. Hereinafter referred to as an "**entry**".

**3.3.4.** The uploaded proof of purchase should be clear with the purchase of **a minimum of 2 Panzani Pasta and 1 Panzani Sauce** participating products visible, and any purchase proof uploaded where the purchase of Panzani participating products is not clearly visible, will not be considered.

Entries which do not contain all the details required will not be considered.

**3.4.** If no QR code is found in store the QR code will be pinned on our Facebook pages <https://www.facebook.com/PanzaniMaurice>

**3.5.** The Promoter shall not be responsible for telecommunication failure on the part of the participant's service provider.

**3.6.** Participants must enter from a mobile number that is registered in their own name and owned by themselves. No other person can use another person's mobile for purposes of an entry. This is to avoid fraud and possible litigation between the phone owner and the entrant. Any participant that uses a phone other than their own for the purposes of entry may be disqualified and requested to refund the prizes to Promoter, at the sole discretion of the Promoter.

## 4. CAN I QUALIFY MORE THAN ONCE FOR THE PROMOTION?

4.1. Multiple entries will be permitted, and Participants may enter the Promotion as many times as they wish over the Promotion Period, provided that participants comply with the Promotion entry steps set out in paragraph 3 above in respect of each entry.

4.2. A Participant may not win more than one prize within a 6 (six) month period following their first win, nor shall (i) any member of such person's family (including, but not limited to, aunts, uncles, cousins, grandparents, in-laws, etc.) or (ii) friends or acquaintances residing at the same address, on the same property (including communes), or within a 2km radius of one another, qualify to win.

4.3. Prizes (as described in clause 5) are limited to one prize per household.

4.4. Further, a Participant shall not be eligible to win the grand prize if they have won a grand prize in a Panzani promotion within the 6 months immediately preceding the end of the Promotion Period.

## 5. PRIZES

- 5 vouchers worth Rs50,000 each at 361 on Kitchen appliances ONLY.

### 5.1.2 Draw Date Structure

- 1st Draw – 13 Nov
- 2nd Draw – 27 Nov
- 3rd Draw – 11 Dec
- 4th Draw & 5th Draw - 28 Dec

5.2. Winners will accept the prize as is and at their own risk.

5.3. Promotional images are merely a representation of the prizes, and the actual prizes may vary.

5.4 The Promoter reserves the right to substitute any of the prizes for a different prize of similar value.

5.5 Any risks in relation to the prizes (such as loss, theft or damages) will pass to the winner once the prize has been collected/accepted and/or signed for by the winner. The Promoter will not be responsible for any lost, stolen or damaged prize and no replacements will be made.

5.6. The prizes are based on set pre-selected models. Winners will not choose the model/features/specifications/colour and will accept the prizes as is without warranties of any kind, either express or implied, including without limitation warranties of quality, suitability or comfort or implied warranties of merchantability or fitness for a particular purpose and at their own risk.

5.7 Prizes are not transferrable or exchangeable and may be forfeited or be the subject of a separate draw or be allocated to another winner at the Promoters' discretion. Winners are allowed however to pass their prize onto a friend/family member if they wish not to take it themselves.

5.8. All prize finalists will be subject to a verification process. Winners will be confirmed only once the verification process has been completed.

5.9. All prize finalists will need to supply a copy of their country's identity Document, Driver's license and/or permanent residency permit, proof of residential address, completed finalist form and any other relevant documents to complete the verification process.

## **6. AWARDING OF PRIZES**

**6.1.** All prize winners will be determined by a draw conducted at the Mauritius Turf Club on the above-mentioned dates within the Promotion Period.

**6.2.** Should unforeseen circumstances prevent the draw from taking place on the set draw date, the draw will be moved to the next available date at the sole discretion of the Promoter.

**6.3.** It is the Participants' responsibility to provide the correct contact number when entering the Promotion. If the contact number provided by the Participant is incorrect, the winner will forfeit the prize and it will be transferred to the next randomly selected entry.

**6.4.** All finalists will first be notified via telephone. In the event that a finalist is not contactable for 3 (three) consecutive days (3 contact attempts) then such finalist will forfeit their prize and another finalist will be randomly selected and the same process as described herein will be followed.

**6.5.** The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and may refuse to award the prize to a participant if there is suspicion of any irregularities or fraudulent activities during the participation of this promotion.

**6.6.** The Promoter reserves the right to carry out reasonable due diligence to confirm that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promotion as determined by Promoter in its sole discretion.

**6.7.** The Promoter reserves the right to withdraw the prize and/or disqualify any participant/winner that may bring the Promoter brands into disrepute.

**6.8.** Any dispute with number ownership (such as more than one individual claiming to be the owner of the same mobile/ contact number – verbally or otherwise) will result in immediate disqualification of both the number and the individuals and no negotiations will be entered into.

**6.9.** None of the Promotion prizes are transferable or redeemable for cash and the Promoter is not liable for any defect, changes and/or modifications in the Grand Prize.

## **7. TERMS OF PRIZE FULFILMENT/COLLECTION**

**7.1** The Prize winners in Mauritius will be required to go to Pharmacie Nouvelle Ltd offices located at Plots 9 and 10, Business and Industrial Park Off Motorway M2, Jin Fei, Riche Terre.

Pharmacie Nouvelle is the Promoter's official distributor partner in Mauritius. The winners will be awarded in the presence of Pharmacie Nouvelle representatives.

Winners must collect the prizes within 30 days of being intimated. Any prizes collected after 30 days of being notified will be forfeited.

7.2 The Promoter is not responsible for any undelivered prizes due to any incorrect details being provided by the winner with regards to their preferred delivery address or being unavailable to sign for their prize. The Promoter will not be responsible for any lost, stolen or damaged prizes once the prize has been signed for. The courier may allow someone other than the consignee present at the delivery address to sign for the prize delivery if the consignee is unavailable or unreachable – it is therefore the winner's responsibility to ensure they provide an accurate address/destination for delivery.

7.3 Winners will be required to sign Indemnities and/or Consent Forms when accepting their prize.

## **8. INDEMNITY**

8.1. To the extent permitted by the Consumer Protection Act and any other applicable law:

8.1.1. The Participants and/or winner(s) hereby indemnifies the Promoter, its associated companies (directors, officers and/or employees) and/or agents against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Promotion.

8.1.2. The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).

8.1.3. The Promoter reserves the right, at any time, to verify the validity of participants (including but not limited to a participant's identity, age, place of residence) and to reject any participant who has not complied with these Terms and Conditions. Errors and omission may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

8.1.4. Neither the Promoter nor its agents or distributors will have any liability in relation to this Promotion.

8.1.5. By participating in this Promotion, Participants agree to allow marketing material to be sent to them from the Promoter during and after the Promotion Period. However, Participants will have the option to decline/Opt Out with every SMS received.

8.1.6. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promotion as determined by Promoter in its sole discretion.

8.1.7 If the Promoter is required by any law, to alter any aspect of the Promotion or to terminate the Promotion as a result of changes in legislation, the Promoter will have the right to terminate this Promotion with immediate effect. In such event all participants hereby waive any rights which they may have against the Promoter and acknowledge that they will have no recourse or claim of any nature whatsoever against the Promoter, its agents and/or contractors.

8.1.8 In the event of any inconsistency between these Terms and Conditions and any terms and conditions printed or displayed on any marketing materials published or broadcast in any media (such as but not limited to the internet, television, radio, newspaper, magazines etc.) relating to the Promotion, the terms contained in these Terms and Conditions shall prevail.

## 10. GENERAL

10.1. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotion and any prizes, or any aspect thereof, without notice at any time, for any reason that the Promoter reasonable deems necessary.

10.2. The onus rests on the Participants to check the website for updates to the Terms and Conditions.

10.3. No liability shall lie on the Promoter in favour of any Participant, winner(s) and/or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Promoter and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against the Promoter.

10.4. The Promoter's decision is final, and no correspondence will be entered into. This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or any other social media platform.

10.5. In part or all of any clause of these Terms and Conditions is illegal, invalid or enforceable:

10.5.1. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;

10.5.2. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

10.6 All terms and conditions are subject to the laws of the Republic of Mauritius should a doubt or dispute occur, it will be taken before the courts of the Republic of Mauritius.

10.7. This Promotion is not applicable in conjunction with any other offers/ promotions offered by the Promoter.

## 11. DATA PROTECTION TERMS

11.3. The data protection terms are in accordance with the Data Protection laws of Mauritius. By accessing the microsite on <https://pnl.digital-vi.be/panzani-V2> the consumer/data subject gives consent to the processor to process the Personal Information related to participation in the Promotion.

During the promotion, the participants authorise the promoter to process their personal data including collection and storage of names, contact details and residential addresses. This data will be shared with third parties outside Pharmacie Nouvelle including service providers. Participants personal information will be used for the purpose of communicating details of the promotion as part of the promotion's activities and in furtherance of marketing and promotional activities (see section below governing marketing activities). Once the promotion has ended and the prizes have been awarded, participant details will be anonymized, with non Personal data being used for statistical purposes.

Under applicable data protection laws, participants have the right to object or restrict the use of their personal data, the right to a copy and a right to request further information on the use of their personal data. A request for deletion or restriction on the processing of personal data or any other data subject request may automatically terminate participation at the sole discretion of the promoter, particularly if that data is absolutely essential for the purpose of this agreement.

Participants have the right to make a complaint with data protection authorities.

Participants may exercise their rights as data subjects by sending an email to: [gdpo@lealgroup.mu](mailto:gdpo@lealgroup.mu).

### USE OF PERSONAL DATA FOR MARKETING PURPOSES

The participant hereby expressly agrees and understands that their personal data including names and images will be used by the Promoter for the purposes of marketing and external communications. Images and names will therefore be posted on public domains without further notice or request for consent. The participation in this promotion shall be deemed to constitute sufficient, informed and express consent. If participant rejects to the use of their images or names, they may make such rejection by sending an email to [gdpo@lealgroup.mu](mailto:gdpo@lealgroup.mu).