



AGREEMENT – BUILD A BURGER

1. Interpretation

- 1.1 the following definitions shall apply, unless the context indicates a contrary intention:
- 1.1.1 “**the Act**” means the Consumer Protection Act, 68 of 2008;
 - 1.1.2 “**POPI**” means the Protection of Personal Information Act, No 4 of 2013;
 - 1.1.3 “**Winner**” means the Participant who is successful in the Build a Burger Competition.
 - 1.1.4 “**Yami Rib & Burger**” means Future Equity Brands (Pty) Ltd, Registration Number: 2018/558725/07, trading as Yami Rib & Burger.

2. The Consumer Protection Act

- 2.1 The Winner agrees to:
- 2.1.1 limit the risk and/or liability of Yami Rib & Burger, or any relevant third party; and/or
 - 2.1.2 accept certain risk and or liabilities; and/or
 - 2.1.3 indemnify Yami Rib & Burger and/or relevant third parties.

3. The Winner

- 3.1 The Winner hereby accepts to take part in further publicity relating to the Competition and that Yami Rib & Burger may incorporate the Winner in publicity campaigns or allow his/her name and likenesses to be used for promotional purposes aligned with Yami Rib & Burger business, including but not limited to posting photos to the Yami Rib & Burger website, Facebook and other social media pages.
- 3.2 The Winner hereby accepts and acknowledges that Yami Rib & Burger is the sole owner of the copyrights and all other intellectual property in the winning Build a Burger Challenge name, recipe, make-up and assembly (hereinafter “Winning burger”) and that the Winner will have no right, title, interest or license to any such intellectual property and will not be entitled to any royalty and/or remuneration of any nature which may arise out of the use of the winning burger by Yami Rib & Burger for any reason whatsoever.

- 3.3 The Winner consents to Yami Rib & Burger using the personal information collected through the competition, for future marketing purposes.
- 3.4 The Winner consents to take part in Yami Rib & Burger publicity campaigns and agrees to- and accepts that he/she will not be entitled to any remuneration for such participation and that all materials arising from such participation will be the sole property of Yami Rib and Burger. Should the Winner be required to travel for purposes of the publicity campaign, the reasonable costs of the Winner's travel, food and accommodation expenses will be for the account of Yami Rib & Burger.

4. Indemnification

- 4.1 The Winner expressly agrees to the following indemnifications:
 - 4.1.1 the Winner indemnifies and holds harmless Yami Rib & Burger its affiliates, partners, their employees and their agents ("the Indemnified Parties") of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and
 - 4.1.2 the Winner accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by the Winner subsequent to claiming the Prize.

5. POPI

- 5.1 Any personal data relating to the Winner will be used solely in accordance with current Act (defined above) and POPI and will not be disclosed to a third party without the Winner's prior consent.
- 5.2 This competition is not sponsored, endorsed or administered by, or associated with, Facebook, X (formerly Twitter) or any other Social Network.

- 5.3 The Winner consents to his/her personal information being shared with Yami Rib & Burger employees, contractors or agents for the purpose of this Competition and for the purpose of future marketing and promotions.

6. The Winner confirms that he/she understands the nature and extent of the terms and conditions agreed to herein and further confirm that he/she intends to be fully bound by the aforesaid agreement, in confirmation of which he/she hereby duly sign this document in the presence of two witnesses.