Bakers® Snacktime® Festive Season Competition ("Competition") Terms and Conditions

- 1. The promoters of the Competition are Shoprite Checkers Proprietary Limited and National Brands Limited ("the <u>Promoters</u>").
- 2. This Competition is open to all South African residents of 18 years and older, residing in South Africa, who are in possession of a valid identity document, passport or other documentary proof of South African residency. Any director, member, partner, employee, agent or consultant of the Promoters, the marketing service providers, suppliers, distributors or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members may not enter or participate in the Competition and will be disqualified from receiving a prize.
- 3. This Competition will start on 04 December 2023 ("start date") and end on 07 January 2024 ("closing date"). The period from the Competition start date to closing date is referred to as the "Campaign Period". Any entries received after the closing date will not be considered.
- 4. By entering this Competition, all participants agree to be bound by these terms and conditions, and the Promoters' decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.
- 5. To enter the Competition, a participant must:
 - 5.1 Be an Xtra Savings member, with an activated Xtra Savings card;
 - 5.2 Purchase any Bakers Snacktime Assorted Crackers 800g pack ("qualifying product") from any Checkers or Checkers Hyper store in the Western Cape; and
 - 5.3 Swipe their Xtra Savings card when purchasing the qualifying products during the Campaign Period.
- 6. Participants must keep their till slip as proof of purchase and ensure that their correct contact details are linked to their Xtra Savings profile.
- 7. Participants may enter as many times as they wish, provided that each entry is associated with a separate purchase. The Promoters or their representatives may block participants from winning a prize or submitting further entries if fraud or code manipulation is suspected.
- 8. There will be 10 (ten) winners in total, who will each win a Checkers cash card voucher to the value of R5,000.00 (five thousand Rand) each. The vouchers will be delivered to the winners via courier.
- 9. Participants understand and agree that they may win a prize, but there is no guarantee that they will win a
- 10. Each winner will only be entitled to one prize each.
- 11. The details of the prize, including but not limited to the voucher validity period etc. will be entirely at the Promoters' discretion the winners will not be entitled to choose their prize.
- 12. 2 (two) winners will be randomly drawn by the Promoters' representatives every week during the Campaign Period. Winners will be notified telephonically, when they will be required to provide and verify their details. The Promoters (or their agent) will try to contact each winner once a day for 2 (two) working days after their name is drawn. If a winner cannot be contacted or a winner's relevant details cannot be confirmed during this period, the prize will be deemed forfeited and another winner will be drawn.
- 13. A copy of these rules can be found on the following websites www.termsconditions.co.za or https://www.avi.co.za/terms-and-conditions/ during the Campaign Period, or can be obtained by phoning 080 001 0709.
- 14. By entering this Competition and as a condition to receive a prize, participants:
 - 14.1 Consent to the processing of their personal information by the Promoters and their service providers, insofar that it is necessary to give effect to the Competition, for example to view the entries, select and announce the winners publicly, and deliver the prizes. Winners will be given the opportunity to consent to further processing of their personal information;
 - 14.2 Where applicable, waive their moral rights and grant the Promoters exclusive, unlimited, perpetual and free of charge copyright and usage (in any territory where these entities trade), in all media forms of all material, text and intellectual property created and/or published/posted by the participants in the submission of their competition entry. The Promoters will be entitled to use and edit the intellectual property in any manner and in its sole discretion, for an indefinite period of time and in any territory where it trades. Participants will not during or after the closing date of the Competition dispute or question such copyright and usage;
 - 14.3 Where applicable, waive any right to demand royalties, usage fees or any other form of compensation or payment for the use of intellectual property in the participant's entry;
 - 14.4 Sign an acknowledgment of receipt form and provide all relevant information requested by the Promoters' representatives, including but not limited to the winner's full names, and where applicable their ID numbers, contact details, banking details and delivery address; and

- 14.5 Consent that their names be announced publicly by the Promoters on any platform that they deem fit.
- 15. Prizes will only be awarded after the winner verification is successfully completed by the Promoters. Failing successful verification, the winner will be disqualified and a substitute winner may be drawn at the discretion of the Promoters.
- 16. Any prize voucher that is not redeemed within a month of the prize draw, will be deemed forfeited in the Promoters' sole discretion.
- 17. The winners will be announced after the Competition closing date. Announcement of the winners' names may be done on the Promoters' social media pages or websites, in their sole discretion.
- 18. Neither of the Promoters nor their agents or suppliers will be liable for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted, or for vouchers or entries that are lost, damaged or delayed. Voucher codes will not be resent and no replacement voucher codes will be issued.
- 19. The winners will not be entitled to payment, credit or otherwise in the event that they do not receive or utilise the prize to the fullest extent possible. Any item or value unused will be deemed waived by the winners.
- 20. The Promoters in their sole discretion are entitled to disqualify any winner:
 - 20.1 Who has won a prize in a competition conducted by the Promoters during the last 3 months before the winners of this Competition is drawn; or
 - 20.2 Who at any time does not act in accordance with the spirit of the Competition, or if fraud or cheating is suspected, including without limitation, through the manipulation of code or falsifying of data; Or
 - 20.3 Who the Promoters believe is not eligible to win a prize; or
 - 20.4 Who has contravened any of the terms and conditions or acted in a manner that is not in the spirit of the Competition.
- 21. No entries from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
- 22. Prizes are not transferable and may not be deferred or exchanged for cash, credit or otherwise.
- 23. The Promoters are entitled to change or terminate the Competition and/or prizes immediately and without notice, if deemed necessary in its sole discretion. In the event of such change or termination, participants agree to waive any rights that they have in respect of this Competition and acknowledge that they will have no recourse against the Promoters, their suppliers or agents.
- 24. In the event that the prize is not available despite the Promoters' reasonable endeavours to procure the prize, the Promoters reserves the right to substitute prizes of equal value.
- 25. Neither of the Promoters, their agents, service providers, suppliers, associated companies, nor any directors, officers or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.
- 26. Participation in this Competition constitutes acceptance of, and an agreement to comply with these terms and conditions.
- 27. The winners may be requested to endorse, promote and advertise any of the goods and services of the Promoters and will not unreasonably withhold their consent.
- 28. Protecting participants' personal information is important to the Promoters. For more information, please refer to the data privacy statement on their <u>website</u>.
- 29. This promotion is in no way sponsored, endorsed or administered by, or associated with any social media channel and the participants acknowledge that they are providing information to the Promoters and their agents only and not to any social media channel.

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