

Rules for the “Win the all new Suzuki Swift 1.2 with Sweetie Pie™” Promotional Competition

1. Promoter

1.1 The promoter of this promotional competition is Kees Beyers Chocolates CC of 69 Rigger Road, Spartan Kempton Park, South Africa (the “Promoter”).

2. Promotion Period

2.1 This promotional competition shall commence on 01 October 2024 at 08h00 and shall close on 31 March 2025 at 17h00 (the “Promotion Period”).

3. Prize

3.1 There is 1 (one) prize available to be won in this promotional competition, namely a SUZUKI SWIFT 1.2 GL (the “Prize”). The vehicle shown in promotional materials is for demonstration purposes and may not be the exact model or configuration delivered.

3.2 The Prize includes all relevant registration and licensing fees but excludes any additional costs such as insurance, fuel, or maintenance.

3.3 The Prize is not redeemable, transferable, or exchangeable. The Prize must be taken as offered, unless otherwise directed or permitted by the Promoter acting in its sole and absolute discretion.

3.4 The Prize will be delivered to the Winner by the Promoter’s chosen representative after the Draw has been concluded, and the Winner shall be obliged to cooperate fully for purposes of taking receipt of and utilizing the Prize.

4. Eligible Entrants

4.1 Only persons 18 (eighteen) years and older who reside in the Republic of South Africa (“RSA”) are eligible to enter this promotional competition (“Eligible Entrants”).

4.2 The following persons are prohibited from entering the Promotional Competition:

4.2.1 a director, member, partner, employee or agent of, or consultant to the Promoter or any person who directly or indirectly controls or is controlled by the Promoter;

4.2.2 a supplier of goods or services in connection with this promotional competition;

4.2.3 a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in 4.2.1 or 4.2.2 above; and

4.2.4 a person who has breached the terms and conditions of any other promotional competition conducted by or on behalf of the Promoter.

5. Entry Requirements

5.1 To enter this promotional competition, an entrant must during the Promotion Period complete the following steps:

5.1.1 Purchase any Sweetie Pie™ 6 piece, Sweetie Pie™ Monster Rocks, Monster Eggs, Sweetie Pie™ Cookies and Cream, or Sweetie Pie™ Milk Chocolate Balls. (excludes 25g Mallow Pies and Valentines Range).

5.1.2 Retain the original till slip in respect of the said purchase (“Till Slip”); and

5.1.3 Visit www.mysweetiepie.co.za, complete the online entry form, and upload the Till Slip.

5.2 Only 1 (one) entry per Till Slip is permitted. Multiple entries using the same Till Slip will all be disqualified.

5.3 By entering this promotional competition, an entrant agrees to be bound by the rules contained herein (the “Rules”), which he/she shall be deemed to have read and understood.

5.4 Only purchases from Checkers stores qualify.

6. Winner Selection Process

6.1.1 (one) winner will be selected from all the valid entries received by the Promoter during the Promotion Period (the “Winner”).

6.2 The Winner will be selected using a computer-generated random selection process (the “Draw”).

6.3 The Draw will be conducted on or about 2 March 2025 at the Promoter’s principal place of business situate at 69 Rigger Road, Spartan, Kempton Park, South Africa.

7. Winner Notification Process

7.1 The Winner will be notified by email, using the email address specified by him/her in his/her online entry form.

7.2 The Winner must by return email confirm that he/she accepts the Prize and if he/she fails to do so by 2 March 2025 (or such later date as the Promoter may in its sole and absolute discretion determine) or responds that he/she is not willing to accept the Prize and/or be bound by the Rules, the Prize shall be deemed forfeited, in which event the Promoter shall select another winner in the manner specified in 6.1 and 6.2 above.

8. Verification Requirements

8.1 Within the time period specified by the Promoter at its sole and absolute discretion, the Winner must provide the Promoter with a certified copy of his/her valid proof of identity (namely, a green bar coded South African ID book, a bar coded South African ID card or a South African passport) and proof of residence to verify that he/she

is an Eligible Entrant. The Promoter also reserves the right to call upon the Winner to present the original Till Slip in order to verify its authenticity.

8.2 If the items referred to in 8.1 above are not received by the Promoter within the specified time period or if the Winner or Till Slip have not been verified to the satisfaction of the Promoter, the Promoter may declare the Winner's entry invalid and the Prize forfeited, in which event the Promoter shall be entitled to select another winner in the manner specified in 6.1 and 6.2 above.

8.3 If more than one person attempts to claim the Prize, the Promoter shall have the sole and absolute discretion to determine which of those persons to award the Prize to.

9. Winner Announcement

9.1 The Winner will be announced on the Sweetie Pie™ website (www.mysweetiepie.co.za) ("Sweetie Pie Website") and on such other social media channels as the Promoter may at its sole and absolute discretion determine.

10. General

10.1 An entrant shall be responsible for ensuring familiarity with the Rules at the time of entering the Promotional Competition.

10.2 The Promoter's decision not to enforce a specific provision of the Rules (whether communicated to an entrant or not) does not constitute a waiver of that provision or the Rules generally.

10.3 If the Promoter only learns of an entrant's ineligibility after the Promoter has awarded the Prize to him/her, the Promoter shall have the right to declare his/her entry invalid and demand return of the Prize or payment of its equivalent value to the Promoter.

10.4 The Promoter's decision about any aspect of this promotional competition and/or the Rules shall be final and binding on every person who enters this promotional competition. No correspondence will be entered into.

10.5 Any costs associated with entering this promotional competition (including, but not limited to data costs) are for the entrants' sole cost and expense.

10.6 Electronic entry into this promotional competition is dependent on the internet and mobile service provider used by the entrant, and the Promoter accepts no responsibility for any technical difficulties or inefficiencies relating to or arising from same.

10.7 The Promoter is not responsible for any technical difficulties with the entry mechanism.

10.8 Using any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter this promotional competition repeatedly is prohibited and will render entries submitted using such means invalid.

10.9 Incomplete, illegible, indecipherable, incorrect or fraudulent entries (as determined by the Promoter in its sole and absolute discretion) are invalid and not eligible to win the Prize.

10.10 Entries are deemed to be received at the time of actual receipt into the Promoter's database, not the time of transmission by the entrant.

10.11 The Promoter shall not be liable for the Winner being unable to use the Prize due to any reasons attributable to the Winner or due to reasons beyond the reasonable control of the Promoter, including but not limited to events of force majeure such as war, civil unrest, inclement weather etc.

10.12 The Promoter accepts no responsibility whatsoever for any entries not received for any reason during the Promotion Period. The Promoter does not warrant that the entry mechanism will be available and functional at all times during the Promotion Period.

10.13 If, for any reason, this promotional competition is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotional competition, the Promoter reserves the right in its sole and absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending this promotional competition.

10.14 Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or draw mechanism in any way, engages in any unlawful, dishonest or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the Rules, will be ineligible to win.

10.15 The Promoter, the Promoter's related entities, all agencies associated with this promotional competition, and the employees, agents, members, directors and contractors of the aforesaid entities shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity in connection with, or arising out of, or resulting from this promotional competition, the Prize, or any aspect of the promotional competition.

11. Personal Information

11.1 All entries become the sole property of the Promoter.

11.2 All information which entrants provide (“Personal Information”) may be entered into a database and used by the Promoter, the Promoter’s related entities, agencies engaged by the Promoter or any other third party nominated by the Promoter, for purposes of conducting this promotional competition and for further promotional or marketing communications by the Promoter relating to or arising from this promotional competition.

11.3 The Promoter may disclose entrants’ Personal Information to the third parties and for the purpose contemplated in 11.2 above.

11.4 Entrants can request access to update or correct their Personal Information held by the Promoter and may ask that they not receive further promotional or marketing communications from the Promoter by contacting the Promoter at the address above. Should an entrant’s contact details change during the Promotion Period, it is the entrant’s responsibility to notify the Promoter. The Promoter will securely store all Personal Information.

11.5 The Promoter is bound by the Consumer Protection Act 68 of 2008 and the Protection of Personal Information Act 4 of 2013, and the Regulations promulgated in terms thereof.

11.6 Entrants can view the Promoter’s privacy policy at <https://mysweetiepie.co.za/privacy-policy-and-terms-of-use/>

12. Availability of Rules

21.1 A full copy of these Rules is available on the Sweetie Pie™ Website. <https://mysweetiepie.co.za/competition-terms-and-conditions/>