



ENERGADE CHECKERS - WIN YOUR SHARE OF R100K – PROMOTIONAL TERMS & CONDITIONS ("COMPETITION RULES")

1 Interpretation

- 1.1 In these Competition Rules, the following definitions apply (unless the context clearly indicates a contrary intention):
- 1.1.1 **"the Act"** means the Consumer Protection Act, 68 of 2008;
 - 1.1.2 **"Business Day"** means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;;
 - 1.1.3 **"Competition Rules"** means these rules, as required by Section 36 of the Act;
 - 1.1.4 **"Participant"** means an individual who enters the Promotional Competition and meets the criteria set out in any natural person who qualifies in terms of clause 4.1;
 - 1.1.5 **"POPI"** means the Protection of Personal Information Act, No 4 of 2013;
 - 1.1.6 **"Promoters"** means Tiger Consumer Brands Limited and Shoprite Holdings Ltd;
 - 1.1.7 **"Promotional Competition"** means the competition to which these rules pertain as run by the Promoter during the Promotion Period;
 - 1.1.8 **"Promotion Period"** means the period starting on 14 April 2025, and closes on 12 May 2025, at 00h00. No late entries will be accepted;
 - 1.1.9 **"Prize"** shall bear the meaning ascribed thereto in clause 6;
 - 1.1.10 **"Redeemable Period"** means the period that the Winners have to redeem their Prize being instantly at the point of purchase/till; and
 - 1.1.11 **"Winner"** means a Participant who is successful in the Promotional Competition and is notified as such by the Promoter in terms of clause 7.

2 Introduction

- 2.1 The Promoters are offering a Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win the Prize, in terms of the Competition Rules set out herein.

3 The Consumer Protection Act

- 3.1 The Competition Rules contain certain terms and conditions which may:-
- 3.1.1 limit the risk or liability of the Promoters, or any relevant third party; and/or
 - 3.1.2 create risk or liability for the Participant; and/or
 - 3.1.3 compel the Participant to indemnify the Promoters or a relevant third party; and/or
 - 3.1.4 serve as an acknowledgement, by the Participant, of certain facts.

4 The Participant

- 4.1 The Participant must be;



- 4.1.1 a natural person and may not be a juristic person;
- 4.1.2 18 (eighteen) years or older; and
- 4.1.3 a permanent resident or citizens of the Republic of South Africa.
- 4.2 The Participant, by entering into the Promotional Competition, expressly acknowledges that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to the Competition Rules.
- 4.3 It is a material term of the Promotional Competition that all Participants' to this Promotional Competition participate entirely at their own risk.
- 4.4 No director, employee, agent or consultant of the Promoter(s), or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this Promotional Competition may participate in this Promotional Competition.

5 How to enter

- 5.1 To enter this Promotional Competition Participants must:
 - 5.1.1 buy any 6 (six) pack Energade 500ml sports drink; and
 - 5.1.2 swipe his/her Checkers Xtra Savings card at the point of purchase/till to gain automatic entry.
- 5.2 Each entry requires a purchase to be made within the Promotion Period to be declared valid.
- 5.3 The Promoters are not liable for the failure of any technical element relating to this Promotional Competition that may result in an entry not being successfully submitted.
- 5.4 Entries which are unclear, illegible or contain errors will be declared invalid.

6 The Prize

- 6.1 666 (six hundred and sixty-six) instant vouchers valued at R150.00 (one hundred and fifty rand) each.
- 6.2 For the avoidance of doubt, each instant voucher will grant the Winner with an automatic reduction of R150.00 (one hundred and fifty rand) from his/her total basket/purchase amount at the point of purchase/till.
- 6.3 The Winners will be selected by an audited random draw.
- 6.4 Any Prize not taken up for any reason within the Redeemable Period will be forfeited.

7 The Winner

- 7.1 There will be 666 (six hundred and sixty-six) Winners selected for this Promotional Competition.
- 7.2 By participating in the Promotional Competition, the Winner hereby accepts that the Winner will be asked to take part in further publicity relating to the Promotional Competition, with the Winner's permission, the Promoters may incorporate the Winner in publicity campaigns or



allow their names and likenesses to be used for promotional purposes aligned with the Promoters' business, including but not limited to posting photos to the Promoters' website, Facebook and other social media pages.

- 7.3 The Winners may be required to sign a waiver of liability and indemnity before claiming their Prizes.
- 7.4 All Winners will be required to provide their names, ID numbers/passport numbers and contact details and to sign an acknowledgement of receipt of the Prize.
- 7.5 The Participants consent, by taking part in the Promotional Competition to the Promoters using the personal information collected through the Promotional Competition to adjudicate the Promotional Competition and for future marketing purposes by the Promoters themselves.
- 7.6 Where Participants/ Winners consent to take part in the Promoters' publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoters.

8 The Rules

- 8.1 The following rules apply to the Promotional Competition:-
 - 8.1.1 the Participants must provide correct and up-to-date personal details as required by the Promoter with each referral sent to the Promoter and allow the Promoter to process such information in terms of POPI;
 - 8.1.2 the Promoters reserves the right to amend these Competition Rules by bringing it to the Participants attention within a reasonable period of time and may terminate the Promotional Competition at any time. In such event, where the Promotional Competition is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotional Competition and acknowledge that they have no recourse against the Promoters, their employees, agents, partners, suppliers, or sponsors; and
 - 8.1.3 in the event of a dispute, the decision of the Promoters will be final and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoters shall be entitled to deal with such disputes (or any failure by Participants to follow the rules) in their sole discretion, including that the Promoters shall be entitled to immediately disqualify Participants from this Promotional Competition.
- 8.2 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Rules by a Participant and/or their parents/guardians, determined in the Promoter's sole discretion, may result in disqualification from the Promotional Competition and ineligibility to win any prize.

9 Indemnification

- 9.1 By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:



- 9.1.1 the Participant indemnifies and holds harmless the Promoters and its promotional 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 Promotional 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
- 9.1.2 the Participant 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.

10 Prize Qualification Rules

- 10.1 A Prize may not be handed over to a Winner when it is prohibited by law for the Winner to use the Prize. The Winner must prove their eligibility to use the Prize. Once the Winner has been notified and the Prize has been handed over, the Winner must sign an acknowledgement of receiving the Prize.
- 10.2 The Participant must inform their employer of his/her participation in the Promotional Competition and must obtain consent to participate, if this is required, the Promoters accepts no responsibility in this regard should the Participant have failed to obtain the necessary consent, resulting in their inability to redeem the Prize.
- 10.3 The Winner must provide valid proof of identity (a green bar-coded ID book/smart ID, passport or driver's license).
- 10.4 Any extras not included in the Prize as detailed above will be at the expense of the Winner.
- 10.5 The Promoters reserves the right to substitute the Prize with any other prize of similar commercial value to the Prize offered herein, at its sole discretion.
- 10.6 For further information or enquiries please email consumer services at tigercsd@tigerbrands.com or call us on 086 010 0878. Calls to this number will be charged by your cellular network service provider.

11 POPI

- 11.1 Any personal data relating to the Winner or any other Participants will be used solely in accordance with current Act (defined above) and POPI and will not be disclosed to a third party without the Participant's prior consent.
- 11.2 This Promotional Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, X (formerly referred to as 'Twitter') or any other social network.
- 11.3 The Participant by part taking in the Promotional Competition consents to his/her personal information to be shared with the Promoters' employees, contractors or agents for the purpose of this Promotional Competition and for the purpose of sharing future promotions.