

CHECKERS HEINEKEN CELEBRATION CAMPAIGN TERMS AND CONDITIONS

1. The promoters to this competition are Shoprite Checkers (Pty) Ltd t/a Checkers LiquorShop (registration number: 1929/001817/07) ("Checkers Liquor") and HEINEKEN South Africa (Pty) Ltd (registration number: 2003/026165/07 ("HEINEKEN South Africa").
2. The promotional competition is open from 15 November 2021 and ends at 12am (midnight) on 02 January 2022. Any entries received after the closing date will not be accepted.
3. The promotion is open to all South African residents over the age of 18 (Eighteen) who are in possession of a valid identity document, passport or document of proof of South African residency. Any director, member, partner, employee, agent or consultant of the Promoters, the marketing service providers 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 campaign and will automatically be disqualified upon entry.
4. All participants must be over the age of 18 (Eighteen) years at the date of entry and will be required to exhibit valid identity documents as proof thereof. Your participation in this promotion constitutes your acceptance of these terms and conditions.
5. To enter, participants will be required to:
 - a. Be a registered Xtra Savings member and have a valid Xtra Savings card; and
 - b. Purchase any dozen of Heineken® beer or 2x 6 packs Heineken 0.0 beer from any Checkers LiquorShop branded store nationwide; and
 - c. Swipe your Checkers Xtra savings card to receive an automatic entry.
6. Participants must keep their till slip as proof of purchase.
7. Participants must ensure that their contact details are up to date on their Xtra Savings profile. If a winner has given incorrect contact details, the Promoter cannot be held liable for a prize not being awarded.
8. The prize is a chance to win 1 (One) of 10 (Ten) Apple MacBooks (laptop).
9. The winners will be randomly selected by an independent auditor from eligible entrants or a HEINEKEN South Africa representative, after the promotion has closed. The draw will be held between 10th January 2022 and 14th January 2022, and the winner will be notified telephonically thereafter (between 14th January 2022 and 19th January 2022) and provided the winner has complied with all the terms and conditions. Such decision by the independent auditor will be final and binding.
10. If the winner cannot be contacted successfully within 2 (Two) consecutive days post the promotion selection, the prize will be forfeited to HEINEKEN South Africa for a reselection. Each participant should therefore provide accurate, valid and up to date contact details.
11. It is the winner's responsibility to ensure that they are in possession of all the relevant documents, including but not limited to a valid identity document. The winner shall, within 48 (Forty Eight) hours of

request by HEINEKEN South Africa or agent acting on behalf of HEINEKEN South Africa, provide and send proof of the following documents to HEINEKEN South Africa (if these documents are not provided within the 48 (Forty Eight) hours of request, the prize will immediately be forfeited to HEINEKEN South Africa for a reselection):

- a. A valid identity document of the winner or a Certified copy (certification stamp should be less than 3 (Three) months old) of valid identity document of the winner; and
 - b. Any such other proof and/or documents that may be reasonably required by HEINEKEN South Africa.
12. The decision on the winners is final and binding and no correspondence will be entered into. Every effort will be made to ensure that the prizes are as described above, but due to the nature of the prizes, they may be altered at any time, at HEINEKEN South Africa's discretion.
 13. Although we have taken care to make sure that the prizes are of good quality, we do not give any warranties about the prizes and you agree to accept the prizes "as is". Subject to applicable law, you also indemnify us against any damages that anyone may suffer as a result of the prize/s or this promotion, including consequential and economic loss.
 14. Any costs or expenses incurred in respect of items not specifically included in the prizes are for the winners own account. HEINEKEN South Africa, and its affiliates if applicable, will not be responsible for any other expenses which the winner may incur as a result of their acceptance and/or use of a prize, whether foreseen or not.
 15. The prizes are not transferrable and may not be deferred, changed or exchanged for cash or any other item.
 16. To the extent that any taxes, duties, levies or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner/s will be liable therefore, and HEINEKEN South Africa will not increase the value of the prize/s to compensate for such charges.
 17. The Promoter has the right in its sole discretion to summarily disqualify a winner who, at any time, does not act in accordance with the spirit of the promotional competition. A disqualified winner shall immediately forfeit their right, title or interest in any prize.
 18. HEINEKEN South Africa reserves the right to terminate or temporarily suspend or amend this promotion at any time during the promotion for any reason or if it experiences difficulties that might compromise its integrity.
 19. Neither HEINEKEN South Africa nor their respective advertising, media and PR agencies, nor their trading partners shall be liable in any way whatsoever for any loss, damage or costs, howsoever arising, suffered by a participant of this promotion and/or receipt and/or use of the prize offered.
 20. Under no circumstances shall HEINEKEN South Africa be liable to anyone who enters this promotion for any indirect or consequential loss howsoever arising which may be suffered in relation to this promotion, whether as a result of any negligent act or omission or any default on the part of HEINEKEN South Africa or otherwise.
 21. By participating in this promotion, each participant hereby consents to the processing of his or her personal information. All personal information will be processed in accordance with the applicable data

protection legislation including the Protection of Personal Information Act, 2013. The winner may be required to take part in publicity and participation in the prize draw is conditional upon the winner's agreement to take part in such publicity and having the opportunity to decline such requirement. The winner will not be entitled to any payment or other remuneration for any such publicity or otherwise. All and any materials, including publicity materials, will be the sole property of HEINEKEN South Africa.

22. The laws of the Republic of South Africa govern these Terms and Conditions and participants agree to be subject to the exclusive jurisdiction of the South African courts.
23. A copy of these terms and conditions are available and can be downloaded from www.heineken.com. For all queries in respect of this promotion, please contact HEINEKEN South Africa on **0800 026 027**.
24. HEINEKEN South Africa's standard terms and conditions (available at no costs from www.heinekensouthafrica.co.za) apply.
25. Promoter: HEINEKEN South Africa (Proprietary) Limited ("**HEINEKEN South Africa**"), Inanda Greens Business Park, Building 1, 54 Wierda Road West, Wierda Valley, Sandton.