

## CHECKERS SIXTY60 RED BULL COMPETITION TERMS & CONDITIONS

1. The joint promoters are Shoprite Checkers (Pty) Ltd t/a Checkers Sixty60 (hereinafter “**Shoprite**”) and Red Bull South Arica (Pty) Ltd (hereinafter “**Red Bull**”) (collectively hereinafter referred to as “**the Promoters**”).
2. This Checkers Sixty60 Red Bull Competition (hereinafter the “**promotional competition**”) is open to all South African residents, over the age of 18 (eighteen), who are in possession of a valid South African identity document, passport, or document of proof of South African residency and who have downloaded and registered on the Checkers Sixty60 App. 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 competition and will automatically be disqualified upon entry.
3. No participant will be eligible to enter the competition or receive any prize / rewards in relation to this competition if they have won any prize in any promotional competition of Red Bull within a period of 36 (thirty-six) months preceding the commencement of this competition, being the “start date” defined in clause 4 below.
4. This promotional competition will start on 8 March 2024 (“**start date**”) and ends at midnight on 22 November 2024 (“**closing date**”). The period from the start date to closing date is referred to as the “**Campaign Period**”. Any purchases and/or entries made after the closing date will not qualify.
5. To enter the Competition in store or via the Checkers Sixty60 app, a participant must:
  - a. Be an Xtra Savings member, with an activated Xtra Savings card to qualify;
  - b. Purchase any 2 (two) Red Bull products in one transaction (“**qualifying product**”) from any Checkers store nationwide in South Africa or any Checkers Liquorshop nationwide in South Africa or via the Checkers Sixty60 app (participants must download the Checkers Sixty60 App and register as a Sixty60 customer or have a registered Sixty60 account);
  - c. Swipe their Xtra Savings card when purchasing the qualifying products in store during the Campaign Period; and
  - d. Have an Xtra Savings card linked to the participant’s Sixty60 profile when purchasing via the Sixty60 app during the Campaign Period.
6. Participants must keep their till slip / Sixty60 invoice as proof of purchase.
7. Participants may enter as many times as they wish, provided that each entry relates to a separate transaction of purchase of the qualifying product.
8. The prize is a chance for 3 (three) participants to win a trip for 2 (two) return economy flights from South Africa to the Red Bull ring in Austria which is to be determined by Red Bull. The prize includes 2 (two) tickets to the race (for each participant), all transport to and from the airport and transport to the racetrack. Dates will be confirmed by Red Bull. Breakfast and selected meals / drinks will be provided by Red Bull.
9. Participants must ensure that their contact details are up to date on the Checkers Sixty60 App. If a participant’s details are incorrect, the Promoters cannot be held liable for a prize not being awarded.
10. The winners will be randomly drawn by the Promoters’ representatives and will be announced on 3 (three) selected dates during the year which are 7 June 2024, 13 September 2024, and 29 November 2024. The total value of each reward will not exceed 1 (one) person. The winner will be contacted via the account details through which the delivery was placed over the competition period by the Promoters or their agents. On notification the winner will be provided with details on how to redeem the reward and will be given 14 (fourteen) days (from notification) to claim the reward. If a winner cannot be contacted or is not available, or

has not claimed their reward within this period, the Promoters reserve the right to offer the reward to the next eligible participant selected in accordance with these terms.

11. Should a winning account be closed / deactivated for contravention of any laws or the breach of the normal Sixty60 terms and conditions, the participant(s) relating to that account will forfeit any prizes awarded. The prize(s) is/are not transferable to a new account even if the same mobile number/email address is used.
12. A copy of these rules can be found on the following website: [www.termsconditions.co.za](http://www.termsconditions.co.za) throughout the period of the promotional campaign.
13. The Promoters reserve the right to update and amend these terms from time to time without notice to participants. The onus rests on the participants to check the website and/or Checkers Sixty60 App for updates to the terms and conditions.
14. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoters' privacy policies set out in clause 33 below.
15. The Promoters shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
16. The Promoters reserve the right to disqualify any entry if any act of fraud or dishonesty is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
17. The Promoters have the right in their 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. No applications from agents, third parties, organized 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.
19. **NOTE:** Any attempt to use multiple e-mail or cellphone numbers or other tactics to enter more than the stated limit may result in disqualification and all associated entries will be void. Entries generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoters, entering service sites or any other automated means and entries by any means that subvert the entry process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
20. The Promoters reserve the right to use the images taken of the winner in this campaign for publicity purposes in any manner they deem fit, without remuneration being made payable to the winner. However, the winner has the right to object to these images being used by written notification to the Promoter at Shoprite Checkers Home Office, Cnr William Dabbs Street and Old Paarl Road, Brackenfell, 7560, Att: Legal Department.
21. The Promoters shall have the right to change or terminate the promotional campaign immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional campaign and acknowledge that they will have no recourse against the Promoters or their agents.
22. Prizes are not transferable and cannot be exchanged for cash or claimed by a third party on behalf of the winner.

23. Neither the Promoters, their agents, 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.
24. Any delay in relation to delivery of the rewards shall be communicated to the winner and shall attract no adverse consequences against the Promoters.
25. The winner and their companion must possess and show valid travel documents, prior to departure (e.g. valid passport or other acceptable government-issued identification and it may be necessary to be in possession of a valid VISA). Travel insurance and spending money are the specific responsibility of the winner and his/her companion. Once airline tickets have been issued, no changes by the winner will be permitted. Red Bull will determine the airline, airports, flight itinerary and overnight accommodations in its sole discretion. Travel and accommodation restrictions, conditions and limitations may apply. Red Bull will not replace any lost, mutilated, or stolen tickets or travel vouchers. The winner and, if applicable, their companion, will require (and be responsible for the cost of obtaining) a valid passport and/or valid travel documents with at least 6 (six) months' validity as well as any required visa's.
26. To the extent permitted by law, Red Bull reserves the right to replace any or all rewards with rewards of equal or greater value.
27. No travel costs or other costs will be reimbursed for a participant's participation in the competition except for those expressly mentioned in these terms.
28. The winner shall remain liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any prize monies payable.
29. Participation in the promotional campaign constitutes acceptance of the promotional campaign rules and participants agree to abide by these rules.
30. All information on the website, digital channels and till slip is provided by Shoprite Checkers (Pty) Ltd or is licensed from various license holders. You may only use this information to assist in learning more about any particular product or service. You may not store, reuse, or utilise this information for any commercial purpose.
31. You may not use any form of automated search or download technology to access this site without our prior written consent.
32. By accepting the terms and condition as set out herein, you confirm that you are aware of the information that is being collected by us and that this information will be solely processed for the purposes of this promotion.
33. Your privacy is important to us, for more information on how we process and secure your personal information; please see the Promoters' privacy notices at the following hyperlinks:
  - In respect of Shoprite: [data privacy statement](#);
  - in respect of Red Bull: [red bull privacy policy](#).
34. If you (the participant) are a consumer, as defined in the Consumer Protection Act 68 of 2008 ('**Consumer Protection Act**') the Promoters have a duty to point out certain important terms (of these terms and

conditions) to you. The paragraphs which contain these important terms and the reasons why they are important are set out below:

- a. **Limitation of the Promoters' liability:** Clauses 9; 15; 21; and 23 are important because they limit and exclude obligations, liabilities and legal responsibilities which the Promoters may otherwise have had towards you. They also limit and exclude your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on You.
- b. **Assumption of risk:** Clauses 9; 15; 21; and 23 are important because they contain assumptions of risk by you and may limit your rights and remedies against the Promoters that you may otherwise have had in law.
- c. **Acknowledgment of fact:** Clauses 29 and 32 are important because they each contain an acknowledgement of fact by you. You must read each paragraph carefully ensure that the facts acknowledged by you are true and correct.