

### **Lindt Plush Teddy Christmas competition terms and conditions**

1. The promoter is Lindt & Sprungli (South Africa) (Pty) Ltd ("the Promoter").
2. This promotional competition ("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 Promoter or Shoprite Checkers (Pty) Ltd, 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 4 December 2023 ("start date") and end on 31 December 2023 ("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. To enter the Competition (entry is automatic), a participant must:
  - 4.1 Be an Xtra Savings member, with an activated Xtra Savings card;
  - 4.2 Purchase any 2 Lindt Christmas products ("qualifying product") from any Checkers or Checkers Hyper store in South Africa; and
  - 4.3 Swipe their Xtra Savings card when purchasing the qualifying products during the Campaign Period.
5. Participants must keep their till slip as proof of purchase and ensure that their correct contact details are linked to their Xtra Savings profile.
6. Participants may enter as many times as they wish, provided that each entry is associated with a separate purchase. The Promoter or its representatives may block participants from winning a prize or submitting further entries if fraud or code manipulation is suspected.
7. There will be 327 winners in total, who will each win a Lindt branded plush teddy bear toy to the value of R600 (six hundred Rand).
8. The winners must collect their prize by 2 February 2024 from the same store where the qualifying products were purchased.
9. Participants understand and agree that they may win a prize, but there is no guarantee that they will win a prize.
10. Each winner will only be entitled to one prize each.
11. The details of the prize, including but not limited to the size, colour, style etc. will be entirely at the Promoter's discretion – the winners will not be entitled to choose their prize.
12. The winners will be randomly drawn by the Promoter's representatives by 7 January 2024. Winners will be notified telephonically, when they will be required to provide and verify their details. The Promoter (or their agent) will try to contact each winner 3 times within a 12-hour period 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 website [www.termsconditions.co.za](http://www.termsconditions.co.za) 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 Shoprite Checkers (Pty) Ltd, the Promoter and its 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 Shoprite Checkers (Pty) Ltd and the Promoter 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. Shoprite Checkers (Pty) Ltd and the Promoter 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 Promoter's representatives, including but not limited to the winner's full names, and where applicable their ID numbers, contact details and delivery address; and
  - 14.5 Consent that their names be announced publicly by Shoprite Checkers (Pty) Ltd and the Promoter on any platform that they deem fit.

15. Prizes will only be awarded after the winner verification is successfully completed by the Promoter. Failing successful verification, the winner will be disqualified and a substitute winner may be drawn at the discretion of the Promoter.
16. Any prize that is not collected by 2 February 2024 will be deemed forfeited in the Promoter's sole discretion.
17. Neither Shoprite Checkers (Pty) Ltd, the Promoter nor its 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.
18. 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.
19. The Promoter in its sole discretion is entitled to disqualify any winner:
  - 19.1 Who has won a prize in a competition conducted by the Promoter or Shoprite Checkers (Pty) Ltd during the last 3 months before the winners of this Competition is drawn; or
  - 19.2 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.
20. No applications 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.
21. Prizes are not transferable and may not be deferred or exchanged for cash, credit or otherwise.
22. The Promoter is 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 Promoter, its suppliers or agents.
23. In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
24. Neither Shoprite Checkers (Pty) Ltd, the Promoter, its 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.
25. The judges' decision is final and no correspondence will be entered into.
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 Promoter and will not unreasonably withhold their consent.
28. Protecting participants' personal information is important to Shoprite Checkers (Pty) Ltd. For more information, please refer to the data privacy statement on their [website](#).
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 Promoter and its agents only and not to any social media channel.

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