

## SHOPRITE UEFA CHAMPIONS LEAGUE CHECKERS PROMOTION TERMS AND CONDITIONS

1. The promoter is Heineken® South Africa (Pty) Ltd ("the Promoter").
2. This promotional competition is open to all South African residents, who are 18 years or older, who are in possession of a valid South African identity document, passport or document of proof of South African residency, except 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.
3. This promotional competition starts on 16 March 2020 and ends at 12am (midnight) on 10 May 2020. Any entries received after the closing date will not be considered.
4. To enter, participants will be required to:
  - 4.1 Purchase any 12 pack of 440ml nrb Heineken® cans at any participating Shoprite LiquorShop branded stores nationwide; and
  - 4.2 Dial the USSD string \*120\*569\*42COMPETITIONCODE# to enter. *See till slip for details.*
  - 4.3 Standard USSD rates apply at 20 cents per 20 seconds
5. Participants must keep their till slip as proof of purchase.
6. Participants must enter in their correct contact details. If a participant drawn as a winner has given incorrect contact details, the Promoter reserves the right to select another winner in terms of the rules.
7. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase and unique code.
8. The prize 1 (One) of 5 (Five) Fan caves valued at R30 000.00 (Thirty Thousand Rand) to be enjoyed with friends (See Annexure "A" for a breakdown of the prize).
9. Any prize not taken up for any reason within 2 (Two) months of notification will be forfeited, and a new prize winner will be drawn.
10. All winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.
11. Winners will be selected by means of a random draw between the 1<sup>st</sup> and 2<sup>nd</sup> of May 2020 and will be notified telephonically within 3 (Three) days after the draw has taken place, where the winner will be required to verify their details. The Promoter (or its agent) will endeavor to contact the prize winner once every day for 2 (Two) consecutive working days after their name is drawn. If the prize winner cannot be contacted during this period, the prize will be forfeited and another winner will be selected in accordance with the rules.
12. The prize includes delivery and winners will be required to provide the Promoter with a valid day time delivery address to enable delivery.
13. It is the winner's responsibility to ensure that all documents are up to date. The winner shall, within 48 (Forty Eight) hours of request by the Promoter or agent acting on behalf of the Promoter,

provide and send proof of the following documents to the Promoter (if these documents are not provided within the 48 hours of request, the prize will immediately be forfeited to the Promoter for a reselection):

- 13.1 Certified copy (certification stamp should be less than 3 months old) of valid South African ID of the winner;
- 13.2 Any such other proof and/or documents that may be reasonably required by the Promoter.
14. A copy of these terms and conditions are available and can be downloaded from [www.heineken.com](http://www.heineken.com). For all queries in respect of this promotion, please contact the Promoter on **0800 026 027**.
15. The Promoter's standard terms and conditions (available at no costs from [www.heinekensouthafrica.co.za](http://www.heinekensouthafrica.co.za)) apply.
16. The Promoter reserves the right to name winners publicly. By entering this promotional competition, prize winners agree to the publication of their names by the Promoters.
17. Neither the Promoter 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.
18. Under no circumstances shall the Promoter 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 the Promoter or otherwise.
19. By participating in this promotion, each participant hereby consents to the processing of his or her personal information and to the use of such personal information for the purpose of future communications from the promoter to the participant; provided that the participant shall be entitled at any time to opt out of such communications. 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 the Promoter.
20. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
21. The Promoters shall not be responsible for the failure of any technical element relating to this promotional competition that may result in an entry not being successfully submitted.
22. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer or cell phone hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
23. The Promoter reserves the right to disqualify any winner if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.

24. The prizes are not exchangeable for cash and are not transferable.
25. Any costs or expenses incurred in respect of items not specifically included in the prizes are for the winners own account. The Promoter, 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.
26. 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 the Promoter will not increase the value of the prize/s to compensate for such charges.
27. The Promoter reserves the right to use the images taken of the winners for publicity purposes in any manner they deem fit, without remuneration being made payable to the winners. However, a winner has the right to object to these images being used by written notification to the Promoter at, Inanda Greens Business Park, Building 1, 54 Wierda Road West, Wierda Valley, Sandton. Attention: Legal Department.
28. The Promoter shall have the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in their 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 competition and acknowledge that they will have no recourse against the Promoters or their agents.
29. 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.
30. Although the Promoter has taken care to make sure that the prizes are of good quality, the Promoter does not give any warranties about the prizes and you agree to accept the prizes "as is". Subject to applicable law, you also indemnify the Promoter and its agents against any damages that anyone may suffer as a result of the prize/s or this promotion, including consequential and economic loss.
31. Neither the Promoter, its 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.
32. The judges' decision is final and no correspondence will be entered into.
33. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.

## **Annexure "A"**

### **FAN CAVE PRIZE BREAKDOWN**

The fan cave consists of the following:

- Patio Set;

- Mini Bar Fridge-Fan Cave; and
- 12 case x Heineken® 330ml nrb bottle.