## SPIER CREATIVE BLOCK TERMS AND CONDITIONS OF PROMOTION:

- 1. The promoters are Spier Wine Farm and Shoprite Checkers (Pty) Ltd, Checkers LiquorShop Division.
- 2. This promotional competition is open to all South African residents who are 18 years or older, 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 this promotional competition and will be automatically disqualified upon entry.
- 3. This promotional competition starts on 21 October 2019 and ends at 12am (midnight) on 31 December 2019. Any entries received after the closing date will not be considered.
- 4. To enter, participants are required to:
  - 4.1 Purchase any bottle of Spier Creative Block 2, 3 or 5 from any participating Checkers Liquor Shop branded stores in South Africa; and
  - 4.2 Dial the USSD string \*120\*885\*COMPETITIONCODE# to enter. *See till slip for details;*
  - 4.3 USSD 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 Promoters reserve 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 is 1 of 10 SMEG bar fridges to the value of R16 999.00 (Sixteen Thousand Nine Hundred and Ninety Nine Rand) each.
  - 9. Any prize not taken up for any reason within two months of notification will be forfeited, and a new prize winner will be drawn.
  - 10. Under the circumstances that a voucher is the prize, the expiry date for using the voucher will be printed on it.
  - 11. All winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.
  - 12. Winners will be selected by means of a random draw within 2 (Two) business days after the closing date of the promotion and will be notified telephonically where the winner will be required to verify their details. The Promoters (or their agent) will endeavor to contact the prize winner once every day for 5 (Five) 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.

- 13. The prize includes delivery and winners will be required to provide the promoters with a valid day time delivery address to enable delivery, if applicable.
- 14. A copy of these rules can be found on the following website: www.termsconditions.co.za throughout the period of the promotional competition or can be obtained from the Consumer Call Centre on telephone number 021 980 1502.
- 15. The Promoters reserve the right to name winners publicly. By entering this promotional competition, prize winners agree to the publication of their names by the Promoters.
- 16. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation, the Consumer Protection Act and the Promoters' respective privacy policies. The promoters may contact you for marketing purposes, on the basis that you will have the election to opt out at each interaction.
- 17. The Promoters 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.
- 18. 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.
- 19. The Promoters reserve 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.
- 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. The prizes are not exchangeable for cash and are not transferable.
- 22. The Promoters reserve 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 Shoprite Checkers (Pty) Ltd, Head Office, Cnr William Dabbs Street and Old Paarl Road, Brackenfell, 7560, <u>Att:</u> Legal Department.
- 23. The Promoters 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.
- 24. In the event that the prize is not available despite the Promoters' reasonable endeavours to procure the prize, the Promoters reserve the right to substitute prizes of equal value.
- 25. Neither the Promoters, their agents, their 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.

- 26. The judges' decision is final and no correspondence will be entered into.
- 27. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.