

TERMS & CONDITIONS

1. The promoter is Lindt & Sprüngli (South Africa) (Proprietary) Limited (“the Promoter”).
2. The promotional competition is open to all South African residents residing in South Africa and are in possession of a valid identity document, except any director, member, partner, employee, agent or consultant of the Promoter, 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 competition is not open for anyone under the age of 18.
4. This promotional competition is open from 25th November 2019 and ends at 12am (midnight) on 22nd December 2019. Any entries received after the closing date will not be considered.
5. To enter, participants will be required to:
 - 5.1 In Checkers Supermarkets: Buy any 2 Lindt Excellence 100g slab from a participating Checkers store in South Africa between 25th November 2019 and 22nd December 2019 and check the till slip for entry details.
 - 5.2 In Checkers Liquor Stores: Buy 1 bottle of Johnnie Walker Black Label and 1 Lindt Excellence 100g slab from a participating Checkers Liquor store in South Africa between 25th November 2019 and 22nd December 2019 and check the till slip for entry details.
6. Participants must keep their till slip as proof of purchase.
7. Participants must enter in their correct contact details. If a winner has given incorrect contact details, the Promoter reserves the right to select another winner in terms of the rules.
8. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase.
9. The prizes are 300 hampers containing 1 bottle of Johnnie Walker Black Label and 4 slabs of Lindt Excellence – 150 will be given away in Checkers Supermarkets and 150 will be given away in Checkers Liquor.
10. Any prize not taken up for any reason within two months of notification will be forfeited.
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 by 7th January 2020 and will be notified telephonically where the winner will be required to verify their details. The Promoter (or their agent) will endeavor to contact the prize winner once every day for 5 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 promoter with a valid day time delivery address to enable delivery.
14. A copy of these rules can be found on the following website: www.termsconditions.co.za throughout the period of the competition or can be obtained from on telephone number +27 21 831 0310

15. The Promoter reserves the right to name winners publicly and any other place where the Promoter deems fit. By entering the competition, prize winners agree to the publication of their name by the Promoter.
16. Failure to claim the prize or a refusal or inability to comply herewith these requirements within 2 months will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter.
17. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.
18. 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.
19. The Promoter 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.
20. 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.
21. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of till slip or otherwise frequently falsifying data.
22. 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.
25. **NOTE:** Any attempt to use multiple e-mail or Facebook accounts or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
23. The prize is not exchangeable for cash and is not transferrable.
24. The Promoter reserves the right to use the images taken of the winner 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 Lindt & Sprüngli (South Africa) (Proprietary) Limited, 18th Floor Portside, 4 Bree Street, Cape Town, 8001.
25. The Promoter shall have the right to change or terminate the promotional competition 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 competition and acknowledge that they will have no recourse against the Promoter or its agents.
26. 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.
27. Neither the Promoter, its agents, its 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.

28. The judges' decision is final and no correspondence will be entered into.
29. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
30. This promotion is in no way sponsored, endorsed or administered by, or associated with Telkom, MTN, Vodacom and Cell C and the participants acknowledge that they are providing information to the Promoter and its agents only and not to telephone networks.
31. All entrants in this Competition release Telkom, MTN, Vodacom and Cell C from all liabilities and claims arising out of or in connection with this competition and these terms and conditions.

OUR ROLE AND RESPONSIBILITY

To the extent legally permissible and unless we acted with gross negligence or fraudulent intent we assume no liability whatsoever for any direct or indirect loss or damage arising from, in connection with or as a result of an entrant's or prize winner's participation in the competition; entrants and the prize winners indemnify us against any claims of any nature arising from, in connection with or as a result of their participation, in any way whatsoever, in the competition.