NOW YOU CAN - HEINEKEN® 0.0 CHECKERS PROMOTION 2020 TERMS AND CONDITIONS:

- 1. The promoter is Heineken[®] South Africa ("<u>the Promoter</u>").
- 2. The promotional competition is open to all South African residents over the age of 18 (Eighteen) residing in South Africa and who are 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 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 may not enter or participate in the Competition and will automatically be disqualified upon entry.
- 3. The promotional competition is open from 19 October 2020 and ends at 12am (midnight) on 15 November 2020. Any entries received after the closing date will not be considered.
- 4. All participants must be over the age of 18 (Eighteen) years at the date of entry and may be required to exhibit valid identity documents as proof thereof. Your participation in this promotion constitutes your acceptance of these terms and conditions.
- 5. To enter this promotional competition a participant must:
 - a. Purchase 2x 6packs of 330ml nrb Heineken® 0.0; and
 - b. Swipe your Checkers X-card to enter (the participant will then be automatically added to the draw).
- 6. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase and unique code.
- 7. The prize is a chance to win 1 (One) of 5 (Five) mountain bikes valued at R12,000.00 (Twelve Thousand Rand) each.
- 8. Any prize not taken up for any reason within 2 (Two) months of notification will be forfeited.
- 9. Winners will be randomly selected by an independent auditor from eligible entrants, after the promotion has and the winners will be notified telephonically thereafter, provided the winners have complied with all the terms and conditions. Such decision by the independent auditor will be final and binding. If the winner cannot be contacted successfully within 2 (Two) consecutive days post the promotion selection, the prize will be forfeited to the Promoter for a reselection. Each participant should therefore provide accurate, valid and up to date contact details.
- 10. It is the winner's responsibility to ensure that all documents are up to date. The winner shall, within 48 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 (Forty Eight) hours of request, the prize will immediately be forfeited to the Promoter for a reselection):
 - a. Certified copy (certification stamp should be less than 3 months old) of valid South African ID of the winner; and
 - b. Any such other proof and/or documents that may be reasonably required by HEINEKEN South Africa.

- 11. The decision on the winner (s) is final and binding and no correspondence will be entered into. Every effort will be made to ensure that the prizes are as described above, but due to the nature of the prizes, they may be altered at any time, at the Promoter's discretion.
- 12. Although we have taken care to make sure that the prizes are of good quality, we do not give any warranties about the prizes and you agree to accept the prizes "as is". Subject to applicable law, you also indemnify us against any damages that anyone may suffer as a result of the prize/s or this promotion, including consequential and economic loss.
- 13. 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.
- 14. The prizes are not transferrable and may not be deferred, changed or exchanged for cash or any other item.
- 15. 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.
- 16. The Promoter reserves the right to terminate or temporarily suspend or amend this promotion at any time during the promotion for any reason or if it experiences difficulties that might compromise its integrity. 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.
- 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 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. All personal information will be processed in accordance with the applicable data protection legislation including the Protection of Personal Information Act, 2013.
- 20. The winners may be required to take part in publicity and participation in the prize draw is conditional upon the winners' 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.
- 21. The laws of the Republic of South Africa govern these Terms and Conditions and participants agree to be subject to the exclusive jurisdiction of the South African courts.

- 22. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
- 23. A copy of these terms and conditions are available and can be downloaded from <u>www.heineken.com</u>. For all queries in respect of this promotion, please contact the Promoter on **0800 026 027**.
- 24. The Promoter's standard terms and conditions (available at no costs from www.heinekensouthafrica.co.za) apply.