

## **TERMS AND CONDITIONS OF THE CHECKERS WIN A CAR 2022 COMPETITION CONDUCTED BY SHOPRITE CHECKERS (PTY) LTD.:**

1. Shoprite Checkers (Pty) Ltd (“the Promoter”) is conducting this promotional competition (“the Competition”).
2. The Competition is open to all South African residents who are in possession of a valid South African 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. This promotional competition, known as The Checkers Win a Car Competition, is open from 00:00am on **07 November 2022 and ends at midnight on 25 December 2022**. Any entries received after the closing date will not be considered. The Promoter reserves the right to terminate this competition earlier than the closing date of 25 December 2022 should they deem it necessary to do so.
4. To enter, participants will be required to:
  - 4.1 Be a registered Xtra Savings member with an active Xtra Savings card; and
  - 4.2 Purchase any 3 (Three) participating items, which can be viewed by following the link provided at the end of these terms, from any Checkers, Checkers Hyper or Checkers Foods branded stores nationwide (excluding Checkers Liquorshop, Usave, Medirite, Money Market and Computicket purchases); and
  - 4.3 Swipe your Xtra Savings card to receive an automatic entry into the competition.
  - 4.4 A participant will receive 1 (One) entry for every 3 (Three) participating items inside their basket.

*Therefore, as an example: on Monday, a participant purchases 6 (Six) of the participating items, this will equate to 2 (Two) entries for that specific transaction. If a customer goes back for a second shop on Tuesday, and purchases any 3 (Three) participating products, they will receive 1 (One) entry for that transaction. In total this customer now has 3 entries to the competition draw for that week.*

5. Participants must ensure that their contact details are correct and up to date on their Xtra Savings profile. If a winner has given incorrect contact details, the Promoter reserves the right to select another winner in terms of the rules.
6. Participants may enter as many times as they wish provided that each entry meets the criteria specified in paragraph 5 above.

### **CHECKERS XTRA SAVINGS CUSTOMER BENEFIT:**

- a. Definition of an Xtra Savings customer - a customer who has joined the Xtra Savings Loyalty programme, registered with a full customer profile and swipes their card at the till. (Checkers, Checkers Foods and Checkers Hypers only)

#### **b. TRANSACTIONS EXCLUDED FROM THE PROMOTION**

Money Market, Computicket, MediRite, Usave and Checkers Liquorshop transactions will not qualify.

#### **c. CATEGORIES EXCLUDED FROM THE PROMOTION**

- Checkers gift cards and top-ups;
- Money transfers;
- Prescription pharmaceutical goods; and

- Third party services and payments. (These include but are not limited to: electricity, USA Visa tokens, Just Surf, Retail Bonds, all lottery tickets, transactions through SAA, bus tickets, MultiChoice, traffic fines, SplashOut Mall Cards and pension payments.)

## **PRIZES**

- a. Participants could win one of 7 (seven) Toyota Corolla Cross XR Hybrid up until 25 December 2022 or when the competition ends, should it be earlier than the defined closing date.
- a. The winner will be selected by way of a predetermined algorithm within 7 (Seven) business days (excluding public holidays) for the duration of the campaign.
- b. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility.
- c. The winner must be 18 (Eighteen) years or older.
- d. The winner must be in possession of a valid South African driver's licence.
- e. The prize is inclusive of once off licencing and registration fees.
- f. The winner will be responsible for insuring the vehicle at their own expense.
- g. The Promoter will not be held liable for any additional expenses incurred.
- h. The Promoter will endeavour to hand the prize over to the winner within 8 weeks after the end date of the promotion. In the event that the prize is not available despite the Promotor's reasonable endeavours to procure the prize, the Promotor reserves the right to substitute the prizes of equal value or deliver the prize as soon as a replacement prize can be made available.
- i. Once the Promoter is ready to the handover, the winner will need to travel to their nearest local dealership to receive the prize.
- j. In the event that a participant has been confirmed and or selected as a winner of the prize, such participant and/or winner shall automatically be excluded and automatically be disqualified from any further draws for the remaining period of the competition and/or promotion. In the avoidance of any doubt, no participant or winner shall be entitled to win more than one Toyota Corolla Cross XR Hybrid for the subsistence of the promotion or competition.

## **GENERAL:**

1. The Promoter has included all participating items and variants by brand to the best of their knowledge and as provided by its suppliers. New products or variants not included on the list at the time of publication will not trigger an entry, however each query raised will be considered.
2. Winners will be contacted directly via telephone should they be drawn as a winner. Checkers will call the winner 3 times a day for 2 business days to confirm that they are a winner.
3. If the winner cannot be reached, and/or fails to claim the prize and/or refuses and/or is unable to comply with these requirements within 2 business days will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promotor. 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.
4. The Promotor reserves the right to name winners publicly and any other places where the Promotor deems fit. By entering the competition, the winner agrees to the publication of their name by the Promotor.
5. A copy of these terms and conditions can be found on the following website [www.termsconditions.co.za](http://www.termsconditions.co.za) throughout the period of the competition or can be obtained from the Shoprite Checkers Consumer Call Centre on the telephone number 0800 01 07 09.
6. The prize is not transferable and not exchangeable for cash.
7. The Promoter shall have the right to change or terminate the 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.

8. If the prize is not available despite the Promoter's reasonable endeavors to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
9. 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 a participant resulting from participation in this promotion or use of any prize.
10. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
11. In the event of a dispute regarding any aspect of the competition and/or these terms and conditions, the decision of the Promoter will be final and binding and no correspondence may be entered into.
12. The Promoter is not liable for any technical failures affecting participation in the competition and assumes no liability whatsoever for any entry that has been omitted from participation for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
13. The Promoter may refuse to award the prize if entry procedures or these terms and conditions have not been adhered to or if it detects any irregularities or fraudulent practices.
14. Any finalists/winners suspected of committing fraud will also not qualify to win in any future promotions run by the Promoter or their agents.
15. Similarly, any finalists/winners suspected of committing fraud in any previous promotions run/managed by either the Promoter or its agents will automatically be disqualified from this Promotion.
16. 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.
17. Any attempt to use any 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 Promoters, 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.
18. Winners may not win a Promoter competition more than once in a 90 (Ninety)day period. Any winners drawn who have won in the last 90 (Ninety) days will be disqualified from the Competition and another winner will be drawn. No person may win two prizes for this promotion.
19. All information on the website, digital channels and till slip is provided by Shoprite Checkers (Pty) Ltd, or is licensed from various license holders. You may only use this information to assist in learning more about any particular product or service. You may not store, reuse or utilise this information for any commercial purpose.
20. You may not use any form of automated search or download technology to access this site without our prior written consent.
21. 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.
22. Your privacy is important to us, for more information on how we process and secure your personal information; please see our [data privacy statement](#).

**Link to list of participating items:**

[Checkers Win A Car 2022 - PARTICIPATING BRANDS ARTICLE LIST.xlsx](#)