CLOVER IWS CHEESE COMPETITION Terms and Conditions

Important clauses which may limit our responsibility, place an obligation on you to indemnify us, involve an acknowledgment of any fact or involve some risk for you will be in bold and italics. You must pay special attention to these clauses.

1. INTRODUCTION

- 1.1 The Clover IWS Cheese Competition ("**Competition**") is being run by Clover S.A. Proprietary Limited, registration number 1994/001064/07, and its authorised agent/s or representative/s ("**Promoter/we/us/our**") together with Shoprite Checkers Proprietary Limited, registration number 1929/001817/07, and its authorised agent/s or representative/s ("**Shoprite**").
- 1.2 The Competition consists of the possibility to win Prizes (as defined below) after purchasing participating products (as defined below).
- 1.3 Each person entering the Competition ("participants/entrants/you/your") and/or accepting any Prize in terms of the Competition, agrees and accepts that the Competition rules as set out in these terms and conditions ("Rules") are binding on him or her and he or she is obliged to comply with these Rules.
- 1.4 A copy of these Rules can be found online at www.termsconditions.co.za and www

2. WHO CAN ENTER

- 2.1 In order to be eligible to enter the Competition you must:
 - 2.1.1 be a legal, permanent resident or citizen of the Republic of South Africa ("South Africa");
 - 2.1.2 be in possession of a valid identity document with a 13 (thirteen) digit identity number or a passport or other documentary proof of South African residency;
 - 2.1.3 be 18 (eighteen) years old or older on the date you enter;
 - 2.1.4 be a natural person; and
 - 2.1.5 not be barred or disqualified by any authority from participating in the Competition and/or taking delivery and transfer of the Prize(s) or any portion thereof available to be won during the Competition.
- 2.2 Notwithstanding clause 2.1, you are not eligible to enter this Competition if:
 - 2.2.1 you are a director, member, partner, employee, agent, or consultant of the Promoter or Shoprite, or any of their marketing service providers, suppliers, or distributors, or any other person who directly controls or is controlled by the Promoter or Shoprite;
 - 2.2.2 you are an immediate family member, life partner, or business partner of any of the persons specified in clause 2.2.1;
 - 2.2.3 you are a supplier of goods or services in connection with the Competition; or

2.2.4 you are a manager, employee or representative of a participating store.

3. COMPETITION PERIOD

- 3.1 The Competition will commence on 22 September 2025 ("start date") and close on 14 December 2025 ("closing date"). The period calculated from the Competition start date until the closing date (both days inclusive) is referred to as the "Competition Period".
- 3.2 Any entries to the Competition received after the closing date will not be considered.

4. PARTICIPATING STORES

Selected Checkers, Checkers Hyper and Shoprite stores across South Africa shall be participating in the Competition ("participating store/s").

5. PARTICIPATING PRODUCTS

All 400g and 950g Clover processed sliced cheddar and gouda cheese being sold at participating stores, on the Checkers Sixty60 app, or online at www.checkers.co.za ("online store") shall be subject to the Competition, while stocks last ("participating product/s").

6. **HOW TO ENTER**

- 6.1 If an entrant purchases at least 1 participating product from a participating store, on the Checkers Sixty60 app, or on the Online Store, and swipes/uses his/her Xtra Savings Card, he/she shall automatically be entered into a draw to win a Voucher Prize (as defined below)("Voucher Draw") and he/she shall be eligible to win an instant Rewards Value Prize (as defined below).
- 6.2 In order to enter the Competition, you must:
 - 6.2.1 be an Xtra Savings member with a valid Xtra Savings Card issued your own name;
 - 6.2.2 purchase at least 1 participating product at a participating store, <u>or</u> on the Checkers Sixty60 app, <u>or</u> on the Online Store; and
 - 6.2.3 swipe/use your Xtra Savings card issued in your own name when purchasing the participating product.
- 6.3 On compliance with clause 6.2, you will be automatically entered into the Voucher Draw.
- 6.4 There will be:
 - 6.4.1 3 200 (three thousand two hundred) R 250.00 Checkers and/or Shoprite in store shopping vouchers to be won during the Competition Period as part of the Voucher Draw ("Voucher Prize/s"). The shopping vouchers shall be valid for use until and including 31 January 2026 and shall be redeemable at any Checkers and/or Shoprite stores; and
 - 6.4.2 200 (two hundred) entrants who will instantly receive a rewards value off their shopping basket at the till or at checkout, up to a maximum value of R 1 000.00 each ("Rewards Value Prize/s"),

(collectively "Prize/s").

6.5 There is no restriction on the number of times you may enter during the Competition Period, provided that each new entry requires a separate purchase which complies with clause 6.2 and the remainder of the Rules.

- 6.6 No entries by agents, third parties, organised groups or entries automatically generated by a computer will be accepted. No incomplete or corrupted entries will be accepted.
- 6.7 Your entry will be withdrawn should it not comply with these Rules.
- 6.8 You acknowledge that any personal information submitted by you for purposes of the Competition (including but not limited to all information collected and stored in relation to and/or on your Xtra Savings Card) shall be collected, used, stored and processed by the Promoter and/or Shoprite for purposes of the Competition, including but not limited to viewing the entries, selecting and announcing the Winners (publicly or otherwise), verifying compliance with these Rules, and contacting Winners. You hereby consent to such collection, use, storage and processing of your personal information by the Promoter and/or Shoprite. You further consent that your name being announced publicly by Shoprite and/or the Promoter on any platform that they deem fit.
- 6.9 You warrant and undertake that the Xtra Savings Card which you swipe/use or have swiped/used in order to enter the Competition has been issued in your own personal name and that all information submitted to and/or collected and/or stored by Shoprite in relation to or on your Xtra Savings Card is both true and correct.

7. SELECTION OF WINNERS

- 7.1 Throughout the Competition Period, the Promoter shall randomly select:
 - 7.1.1 3 200 (three thousand two hundred) entrants (who comply with these Rules) who will win the Voucher Prizes ("**Voucher Winner/s**"); and
 - 7.1.2 200 (two hundred) entrants (who comply with these Rules) who will win the Rewards Value Prizes.

(collectively "Winner/s").

- 7.2 The Promoter shall notify each Voucher Winner by SMS that he/she has won a Voucher Prize ("Voucher Winner Notification").
- 7.3 If an entrant has not received a Voucher Winner Notification before the expiry of the Competition Period, this means that they have not been selected as a Voucher Winner.

 Entrants who are not selected as Voucher Winners will not be notified to the effect that they have not been so selected.
- 7.4 Each Voucher Winner Notification shall include a unique voucher code which the Voucher Winner can use to redeem his/her shopping voucher in store at any Checkers and/or Shoprite stores.
- 7.5 The Promoter may block any entrant from winning a Prize or submitting further entries to the Competition if fraud or code manipulation is suspected.
- 7.6 Prizes will only be awarded after the winner verification is successfully completed by the Promoter. Failing successful verification, the Winner will be disqualified, and a substitute Winner may be drawn at the discretion of the Promoter.

8. ADDITIONAL TERMS RELATING TO PRIZES

8.1 Should any Voucher Prize expire before it is used by the Voucher Winner, the Promoter and/or Shoprite shall not be liable to provide a new/additional voucher code to the Voucher Winner.

- 8.2 The details and/or content of Prizes are entirely at the Promoter's discretion and Winners are not entitled to choose their Prize.
- 8.3 The Prizes, or any part thereof, may not be exchanged by the Winners for any other items. Prizes are not transferable or deferrable.
- 8.4 We reserve the right to substitute the Prizes, or part thereof, with any other prize of a similar commercial value.
- 8.5 No Prize may be exchanged for cash and/or any other prize.
- 8.6 The Prizes may differ from images or items used in marketing material for the Competition.
- 8.7 Any taxes and/or costs associated with the receipt of any Prize shall be for the account of the Winner thereof.

9. **GENERAL TERMS**

- 9.1 The Promoter may in its sole discretion amend these Rules at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised Rules on the Websites.
- 9.2 The Promoter will interpret the Rules in its sole discretion.
- 9.3 If you are not eligible to enter the Competition in terms of these Rules, you will forfeit any Prize that may be allocated to you in terms of this Competition. The Promoter reserves the right to request you to provide necessary proof that you have met the eligibility requirements. Should you fail to provide such proof within a reasonable time as determined by the Promoter, you will be disqualified and any Prizes will be forfeited and returned if applicable.
- 9.4 The Promoter and Shoprite may collect, store and use any personal information of entrants and/or other participants for communication, marketing or statistical purposes. **By entering the Competition, you expressly consent to the aforesaid use.**
- 9.5 In the event of a dispute, the decision of the Promoter will be final and binding and no correspondence and/or discussion will be entered into. In this regard and for further clarity, the Promoter shall be entitled to deal with such disputes (or any failure by participants to follow the Rules) in its sole discretion, including that the Promoter shall be entitled, in addition to any other rights which the Promoter may have in terms of these Rules, to immediately disqualify participants from the Competition.
- 9.6 In addition to any other rights which the Promoter may have, the Promoter in its sole discretion is entitled to disqualify a Winner:
 - 9.6.1 who has won a prize in a competition conducted by the Promoter or Shoprite during the 3 (three) month period immediately before the start date of the Competition Period; or
 - 9.6.2 who at any time does not act in accordance with the spirit of the Competition, or if fraud or cheating is suspected, including without limitation, through the manipulation of codes or falsifying of data.
- 9.7 By entering the Competition and/or accepting any Prize, the entrants, users and/or Winners hereby indemnify, release and hold harmless the Promoter and Shoprite (including their subsidiaries, holding companies and affiliates), their directors,

employees, agents, suppliers and contractors (the "Indemnified Parties") from and against any actions, claims and/or liability for injury, loss, damage, expense, claim and/or amount of any kind, whether direct, indirect, special or consequential, resulting in whole or in part, directly or indirectly, from participation in the Competition, and/or the use, acceptance or possession of a Prize, and/or participation (or non-participation) in a prize-related activity (including any breach of the warranty in clause 6.9).

- 9.8 The Promoter reserves the right to terminate the Competition at any time with immediate effect. If this is the case, the Promoter will provide a notice on the Websites. It shall be the responsibility of entrants to review the Websites in this respect. In such event, all entrants hereby waive any rights which they may have against any of the Indemnified Parties and acknowledge that they will have no recourse or claim of any nature against the Indemnified Parties.
- 9.9 The duration of this Competition may also be extended or curtailed at the sole discretion of the Promoter. If this is the case, the Promoter will provide notice of this on the Websites.
- 9.10 The Promoter and Shoprite are not liable for:
 - 9.10.1 any technical failure that may result in an entry not being successfully submitted and/or selected;
 - 9.10.2 for vouchers or entries which may be lost, damaged, or delayed. Voucher codes shall not be resent and no replacement vouchers will be issued;
 - 9.10.3 incorrect or inaccurate transcription of entry information;
 - 9.10.4 inappropriate images and/or comments posted by an entrant or by the public;
 - 9.10.5 **lost or delayed data transmission, omission, interruption, deletion, line** failure or malfunction of any telephone network or computer equipment or software; and/or
 - 9.10.6 inability to access any website or online services or any other error.
- 9.11 Any Prize is accepted by a Winner at his/her own risk and the Promoter and Shoprite are not liable, at any time, for any defect in the Prize.
- 9.12 Where relevant:
 - 9.12.1 if a Winner does not accept the Prize or is deemed not to accept the Prize;
 - 9.12.2 if an entry is not valid for whatever reason;
 - 9.12.3 if a Winner has breached these Rules;
 - 9.12.4 if a Winner does something that amounts to hate speech, the incitement of violence, is disparaging, discriminatory, harmful and/or unlawful and/or which, in the sole discretion of the Promoter does or may bring the Indemnified Parties and/or the Competition into disrepute; and/or
 - 9.12.5 if a Winner renounces the Prize or we deem such Winner to have renounced the Prize,

- we reserve the right to declare the Prize forfeited and/or choose a new Winner.
- 9.13 Winners may be requested to endorse, promote, and advertise any of the goods and services of the Promoter and will not unreasonably withhold their consent to such endorsement, promotion or advertisement.
- 9.14 All marketing material used in connection with or in relation to the Competition is for illustrative purposes only.
- 9.15 Protecting participants' personal information is important to Shoprite. For more information, please refer to the data privacy statement at https://www.shopriteholdings.co.za/content/dam/shp/docs/shp-data-privacy.pdf.
- 9.16 Nothing in these Rules is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the entrants or the Promoter and Shoprite in terms of the Consumer Protection Act 68 of 2008.
- 9.17 This Competition is in no way sponsored, endorsed, or administered by, or associated with any social media channel and the participants acknowledge that they are providing information to the Promoter and Shoprite only and not to any social media channel.
- 9.18 All Competition queries must be directed to 080 001 0709 between 08h00 and 16h30. Standard network rates apply. Free minutes do not apply and all costs shall be for the account of the person who made the query.