

EL JIMADOR CHECKERS WORLD TEQUILA DAY TERMS AND CONDITIONS

Definitions and Interpretation/Glossary of Terms

“Agreement”	means these terms of usage, and includes any and all annexures, schedules and appendices to these terms of usage. For the sake of further clarity, it includes the Promotion Terms and Conditions.
“CPA”	Consumer Protection Act, 2008 (as amended from time to time);
“Entrant”	means any person, who is a South African citizen aged eighteen (18) or over who enters into or partakes in the Promotion.
“Participating Products”	shall mean bottles of 750ml el Jimador Reposado or Blanco Tequila containing a neck tag.
“Participation”	means the act of any Entrant who complies in full, with the eligibility criteria set out in this Agreement for participation in the Promotion.
“Promotion”	means the EL JIMADOR CHECKERS WIN A MARGARITA KIT COMPETITION conducted by The Really Great Brand Company (RGBC) in conjunction with Checkers as detailed in the Promotion Terms and Conditions.
“Promoter”	referred to in the document as such and, the main companies and individuals/influencers associated with the Promotion, including RGBC.
“Prize”	means the prize awarded to the Winners as set out and detailed in the Promotion Terms and Conditions.
“Qualifying Product(s)”	means the Entrant engaging with EL JIMADOR TEQUILA
“Territory”	shall mean the Republic of South Africa.
“Winner”	shall mean a qualified entrant who has successfully been awarded the Prize in terms of the Promotion by the duly authorized party on the date of announcement, unless provided otherwise for, by the relevant party authorized to issue such prize.

Terms and Conditions

Section 1 General Terms and Conditions

1. This Promotion is operated by the Promoter.
2. The Promoter reserves the right, in its sole discretion and to the extent permitted by law, to amend the Promotion Terms and Conditions at any time and publish same on its social media platforms. The Promoter may opt to notify the Entrant of any changes, however

there is no obligation on the Promoter to do so and it remains the Entrant's responsibility to check these Promotion Terms and Conditions regularly.

3. The Promoter shall reserve the right to terminate the Promotion at a time of its choosing and, without notice for any reason beyond its control that is not caused by the fault of the Promoter and could not have been reasonably foreseen by the Promoter, requiring that such termination, includes but is not limited to – any act of God, civil disturbance, power failures or reduction of power supply, acts, orders or regulations of any governmental or regulatory authority, agency or department, compromise of the Promotion or the Website and such similar acts beyond the control of the Promoter.
4. In the event of such termination, we do hereby record that any accrued right that has become vested in the Entrant shall continue to remain vested, however and in the event that no right or entitlement has become vested, the Entrant agrees to the waiver of such right or entitlement and acknowledges that the Entrant will have no right of recourse against the Promoter, its agents and/or staff.
5. In the event of a dispute, the decision of the Promoter will be final and binding and no correspondence 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 their sole discretion, including that the Promoter shall be entitled to immediately disqualify Participants from this Promotional Competition
6. Participation in the Promotion constitutes acceptance of the Promotion Terms and Conditions, and Entrants agree to abide by the Promotion Terms and Conditions, in whole, and any other requirements that the Promoter may request.
7. These Promotion Terms and Conditions constitute a *bona fide* binding agreement between the Promoter and the Entrant.
8. These Promotion Terms and Conditions as well as the terms of use governing Prize will apply to the Entrant's Participation in the Promotion.
9. By entering the Promotion, the Entrant confirms that he has read, understood and agrees to be bound by these Promotion Terms and Conditions, as they may be amended from time to time.
10. Directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly controls or is controlled by the Promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members cannot enter the Promotion. Juristic persons, or any entity other than a natural person, shall not be eligible for entry into the Promotion.
11. This Promotion is open from 7 July 2025 to 4 August 2025. Any entries received before the start date and after the date on which the Promotion terminates shall not be valid and will not be considered by the Promoter.
12. By entering the Promotion, the Entrant agrees to receive communications from the Promoter before, during and/or after the Promotion and their affiliates and shall be afforded the opportunity of unsubscribing from receiving such communications from the Promoter or its affiliates.
13. To the extent allowed by law, these **Promotion Terms and Conditions and the Agreement** set out the whole understanding and agreement between the Entrant and the Promoter

in regard to the subject matter hereof and there are no other agreements, guarantees or representations, either verbal or in writing, unless stipulated otherwise by the Promoter, in regard thereto upon which the Entrant shall rely on in concluding this Agreement and the Promoter shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This clause constitutes an acknowledgment of fact by the Entrant. The Entrant warrants that he has read the above clause carefully and ensures that this statement is true and correct as this will limit the Entrant's rights to claim that these statements are not true and correct.

14. To the extent allowed by law, no extension of time or indulgence which the Promoter may grant the Entrant shall constitute a waiver of any of the Promoter's rights, who shall not thereby be precluded from exercising any rights against the Entrant which may have arisen in the past or which might arise in the future. This clause limits and excludes obligations, liabilities and legal responsibilities which the Promoter will have towards the Entrant and also limits and excludes the Entrant's rights and remedies and places various risks, liabilities, obligations and legal responsibilities on the Entrant.

Section 2 Warranties and Liabilities

1. To the extent allowed by law, the Entrant agrees that the Promoter shall not be liable to him or any other person or entity whatsoever in respect of any loss or damage:
 - 1.1. caused by or arising from any fact or circumstance beyond the reasonable control of the Promoter;
 - 1.2. which is consequential or incidental loss or damage;
 - 1.3. of whatever nature and howsoever arising from or in connection with the Entrant's Participation and/or acceptance of the Prize;
 - 1.4. of whatever nature and howsoever rising out of the enjoyment of the Prize by the Entrant and/or any third party in relation;
 - 1.5. arising from any disclosure or use of any information, or lack thereof, the Entrant provides to the Promoter, whether such disclosure is in accordance with the provisions of these **Promotion Terms and Conditions** or otherwise; and/or
 - 1.6. arising from a breach of any security system which may be implemented by the Promoter and/or any service provider to the Promoter.
 - 1.7. In the event of any dispute arising from this agreement, the dispute must be referred to the Promoter and the Promoters decision is final and binding.
 - 1.8. The Promoter does not make any representation or give any warranties, whether expressly or implicitly, with regards to any Prize and, in particular, without limitation, makes no representations and gives no warranty that any Prize or any aspect of it, will –
 - 1.8.1. meet the Participant's requirements, preferences, standards, or expectations; or
 - 1.8.2. be satisfactory and readily available for collection.

Section 3 Indemnity

1. To the extent allowed by law, the Entrant hereby indemnifies and holds the Promoter free from liability for loss or damage of whatever nature and howsoever arising from the Entrant's Participation and/or the Entrant's failure to comply with any provision and/or obligation under these **Promotion Terms and Conditions**. This clause constitutes an assumption of risk and/or liability by the Entrant under which the Entrant indemnifies the Promoter against certain liabilities and that of which, may result in the Entrant being liable for additional costs and liabilities. In no event will the Promoter be liable for any Entrants inability to participate due to technical or telecommunication issues.

Section 4 Privacy

1. Entrants will be required to provide certain personal information (where applicable), including (but not limited to), their name, surname, identity number, physical address, postal address, email address and cell phone number.
2. This clause applies to all personal information collected or submitted to the Promoter as set out above as well as any other personal information provided by the Entrant to the Promoter at any time.
3. Subject to Section 4 hereunder, the Promoter will use the Entrant's personal information for all purposes relating to these **Promotion Terms and Conditions** and/or in order for the Promoter to provide the Prize including, but not limited to, the arranging and booking of the Prize and for purposes generally relating to participation and the Prize.
4. Subject to the provisions of this Section 4, the Promoter will not share any of the Entrant's personal information with any third party except where such disclosure is necessary to enable the Promoter to provide, deliver or in any other way give effect to these **Promotion Terms and Conditions** and/or the Prize, where such disclosure is required by law or where the Entrant consents to the Promoter sharing his personal information.
5. The Entrant hereby agrees to the Promoter disclosing and sharing the Entrant's personal information with any affiliates.
6. To the extent that the Promoter shares the Entrant's personal information with third parties in accordance with this Agreement, the Promoter will require, to the extent possible, that such parties conform to the privacy standards as can be found at: <https://www.rgbc.co.za/privacy-policy/> Subject to the above, the Entrant hereby expressly agrees that the Promoter may:
 - 6.1. collect, receive, record, organize, collate, store, update, modify, retrieve, alter, consult, use, disseminate or obtain any of the personal information set out above;
 - 6.2. use the Entrant's personal information for the purposes set out above;
 - 6.3. transfer the Entrant's personal information to third parties in a foreign country where this is required for the facilitation of any transfers of information or where this is required in order to give effect to the Prize;
 - 6.4. By participating in the Promotional Competition, the Winner hereby accepts that the Winner will be asked to take part in further publicity relating to the Promotional Competition, the Promoter may incorporate the Winner in publicity campaigns or allow their names and likenesses to be used for promotional purposes aligned with the Promoter's business, including but not limited to posting photos to the Promoter's

website, Twitter, Instagram, Facebook and other digital media pages; and they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.

7. The Entrant may request that the Promoter correct his personal information, should it come to the Entrant's attention that the Promoter's records are incorrect. Should the Entrant wish to access his personal information or rectify it, the Entrant is to contact the Promoter and assistance shall be provided to this effect.
8. The Promoter shall protect the Entrant's personal information as required by law. However, to the extent allowed by law, the Promoter shall not be liable to the Entrant or any other person or entity whatsoever, in respect of the unauthorized disclosure of the Entrant's personal information.

Section 5 CPA

1. The **Promotion Terms and Conditions** and/or any goods and/or services provided under these **Promotion Terms and Conditions** are regulated by the CPA, it is not intended that any provision of these **Promotion Terms and Conditions** contravenes any provision of the CPA and therefore all provisions of these **Promotion Terms and Conditions** must be treated as being qualified, if necessary, to ensure that the provisions of the CPA are complied with.

Section 6 Promotion Entry

1. To enter into this promotion and to stand a chance of winning the prizes, participants must action all steps in the following mechanic:
 - a. Purchase a 750ml bottle of el Jimador Tequila from any Checkers Liquor store;
 - b. Swipe your Xtra Savings card at the point of purchase;
 - c. Gain 1 entry into the competition.
2. The mechanics of the entry is subject to change based on factors including but not limited to usage.
3. On condition the Entrant complies with the Promotion Terms and Conditions and except in so far as is provided for in the CPA, the Promoter's decision is final, and no correspondence will be entered into.
4. Entrants and/or the Winner will not be entitled to claim any royalties or any intellectual property rights from the Promoter.
5. The Promoter may (i) refuse to award a Prize to a Winner if there is suspicion of any irregularities or fraudulent activities concerning, but not limited to, the process, publication and/or presentation of the prize; (ii) alternatively terminate the entire Promotion.
6. The Promoter reserves the right to request, which the Entrants have the right to decline, that images and/or videos taken of the Entrants be used for promotional and publicity purposes in any manner they deem fit, without any further remuneration being made payable to the Winner.

7. The Winners fully agree that they shall not directly or indirectly share any content, information or material in relation to the collection, use, benefit or enjoyment of the Prizes on any platform, without obtaining prior authorization from the Promoter.

Section 7 Prize

1. Entrants stand the chance to win 1 of 5 Designer Margarita kits worth R20 000 each. This prize includes 1 x bottle of el Jimador Blanco, 1 x el Jimador Reposado, 1 x Smeg blender, 1 x Smeg citrus juicer, 1 x Smeg analog kitchen scale, 1 x mini ice machine, 4 x Poetry margarita glasses, 1 x cocktail shaker, 1 x strainer, 1 x cocktail jigger, 1 x margarita mix & 1 x salt rimmer.
2. Five (5) winners will be selected through a randomised draw process, which will be recorded and retained on file for a period of three (3) years.
3. The Prizes cannot be used in conjunction with any other promotional offers offered by the Promoter or any other third party's promotion.
4. Prizes will be awarded after vetting each entry to ensure mechanics of entry have been adhered to, and audited by RGBC Financial Manager, 11 August 2025.
5. Winners will be contacted by Michelle Smith, Brand Manager of el Jimador Tequila South Africa.
6. Winners will be contacted on the contact details provided or/and used to enter the promotion.
7. Winners will be contacted twice within a 12-hour period, and should they not answer, they will forfeit the prize and the first stand by winner will be contacted.
8. The same process will be followed for any stand-by winners who are called.
9. The Winners may be required to sign a waiver of liability and indemnity before claiming their prizes.
10. All Winners will be required to provide their names, valid proof of identity (ID card/ green bar-coded ID book, passport or driver's license) and contact details and to sign an acknowledgement of receipt of the Prize.
11. The Entrant must be over the age of eighteen (18) years old at the time of the entering of the competition.
12. The Entrant must be a South African citizen or be a permanent resident of South Africa with a valid permit at the timing of their entering.
13. Prizes may not be transferred or exchanged for cash.
14. A unique user may win just one prize.
15. This competition is only open to National Residents of South Africa
16. The images of the Prizes made available on any and all promotional platforms are solely for marketing purposes and are not to be relied on in any manner as a representation of the actual Prizes.
17. The total value of each Prize is R20 000, with a total of R100 000 for all 5 Prizes, which is subject to deduction against the costs associated with the Campaign and which costs are considered confidential to the Promoter.

Section 8 Jurisdiction

1. The parties (including, but not limited to the Entrants, Participating outlets, Promoter and Winner) hereby consent to the jurisdiction of the South African legal system in respect of any proceedings arising from this Agreement and/or the Promotion.