

TERMS & CONDITIONS OF COMPETITION

Icetropez exotic 275ml 6 pack

Icetropez exotic 275ml 24 case

1. Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

- 1.1. **"Promotion"** or **"Competition"** means the icetropez win a trip to St Tropez promotion starting on 1 October 2025 and ending at midnight on 31 December 2025 organized by the Promoter and open to all people residing in South Africa who are 18 years or older.
- 1.2. **"Promotion Period"** means 1 October 2025 and ending at midnight on 31 December 2025.
- 1.3. **"Goods"** means any Ice Tropez participating product
- 1.4. **"Participant"** means a person who enters the Promotion.
- 1.5. **"Participating Stores"** means any retailer or trader of the Goods in the Republic of South Africa which is approved by the Promoter to participate in the Promotion.
- 1.6. **"Promoter VIP Liquors"**, a company duly incorporated in accordance with the company laws of the Republic of South Africa.
- 1.7. **"Prize"** means the prizes that can be won in this Competition, as described in clause 3.5 below.

2. Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges to have read and understood.

3. Entry Requirements

- 3.1. To be eligible for Participation in this Competition an entrant must:
 - 3.1.1. Be a South African citizen or permanent resident over the age of 18 (eighteen).
 - 3.1.2. Successfully enter the Promotion in accordance with the entry mechanism set out in clause 3.4; and
 - 3.1.3. adhere to the terms and conditions that apply to this Competition.
- 3.2. Participants may only enter this Competition by scanning a QR CODE found in approved retailers that will displayed on various media. The QR CODE will require the consumer to have DATA loaded on their phone which will take them to a microsite known as Colony-Connect where a consumer journey will be followed in order to successfully enter the promotion. A secondary entry mechanic will be used by dialing a USSD short code: *120*62800# and following a consumer journey to successfully enter the promotion. The USSD will const a consumer 20c for every 20 seconds the USSD journey is engaged.
- 3.3. Participants may only enter this Promotion in the Republic of South Africa.
- 3.4. To enter the Promotion, Participants must:
 - 3.4.1. Scan the QR CODE found on various media supplied by the traders of various outlets approved by the promoter or dial a USSD short code: *120*62800#.
 - 3.4.2. Data will be charged to the consumer engaging with the QR code & 20c per 20 seconds in airtime on USSD. ***Contact your service provider for individual data rates***
 - 3.4.3. Participating products include:

Icetropez original 275ml

Icetropez original 275ml 6 pack

Icetropez original 275ml 12 pack

Icetropez original 275ml 24 case

Icetropez original 20 Year Limited Edition 275ml

Icetropez original 20 Year Limited Edition 12 pack

Icetropez zero 275ml

Icetropez zero 275ml 6 pack

Icetropez zero 275ml 24 case

Icetropez exotic 275ml

3.5. Detailed mechanic:

- 3.5.1. Entries received through any medium other than the entry pathways QR CODE SCAN or USSD stipulated in clause 3.4 entry mechanic shall not be considered.
- 3.5.2. Entrants will be required to complete a consumer journey. The consumer journey will require age verification, compliance with POPIA (Protection Of Personal Information Act) Opt-In as accordance with SA Law.
- 3.5.3. An entrant is required by law to give the promoter permission to capture their personal information. Should they select NO on this screen they will be removed from the promotion.
- 3.5.4. An entrant DOES NOT need to Opt-In. Selecting NO will not remove them from the journey and they will still be eligible to win the prize
- 3.5.5. No entries submitted on behalf of a third party will be accepted.

- 3.6. Only entries received within the Promotion Period will be considered. The Competition closes at midnight on 18 April 2022 (the "Closing Date") and no other entries thereafter shall be considered.

4. Prizes and Award Terms

- 4.1. The eligible winner of the Promotion will be chosen by an audited digital randomizer built within the consumer journey and will be drawn from every VALID entry received within the competition period.
- 4.2. The selected winner MUST be in possession of a valid passport and select 3 friends who in turn also have valid passports with all 4 people eligible to travel outside of South Africa to France.
- 4.3. All travel costs and accommodation will be covered by Ice Tropez, including insurance and airport taxes.
- 4.4. VISAS will be assisted, however, icetropez does NOT take responsibility for any members of the traveling party who are declined VISAS by the French Foreign Consulate.

5. Use of Personal Information

- 5.1. All entrants must confirm that they are over the age of eighteen (18) in order to enter the promotion.
- 5.2. To participate in this Competition. As per the LAW and guidelines set out by POPIA, the entrants must give permission for the Promotor to process their personal information. If the entrant selects NO on this screen, they will automatically be notified that they were removed from entering.
- 5.3. A Participant may ask the Promoter at any time before the Closing Date to correct or confirm any personal information if it is wrong or out of date.
- 5.4. To the extent that elements of the Prizes are being provided by a third party, the personal information of the winners may be passed on to such third party for the sole purpose of prize fulfillment.
- 5.5. Each Participant warrants that he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Promotion.
- 5.6. The Promoters will not use any Participant's personal information in any way which breaches the law and undertakes to keep all personal information of Participants secure and for as long as the law requires.

6. Warranties and Indemnities

- 6.1. The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "Indemnified Parties") shall not be liable for and the Participants hereby indemnify and hold the Indemnified Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Promotion.
- 6.2. All products given as part of the Prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

7. Force Majeure

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In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to a Participant (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

8. General:

- 8.1. The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on: <https://icetropez.co.za>
- 8.2. The following persons may not enter the Competition or be eligible to win any of the Prizes:
 - 8.2.1. any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter; or
 - 8.2.2. a supplier of goods or services in connection with the Competition.
- 8.3. Prizes are not transferable for cash or any other prizes.
- 8.4. The Promoter will not accept responsibility for entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 8.5. The Promoter reserves the right to disqualify any Participant who breaches any provision of these terms and conditions.
- 8.6. In the event of a dispute regarding any aspect of the Promotion and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered.
- 8.7. In the event of a dispute regarding an eligible winner chosen in accordance with 4.1 above, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered.
- 8.8. The Promoter reserves the right to cancel, suspend, amend, or terminate the Competition at any time and without notice to the Participants.

All enquiries regarding the Competition should be sent to the Promoter at:
support@colonyhq.com

The Promoter will never ask you to provide banking details to take part in a Promotion or Competition.

- 1.1. Nothing in these terms and conditions 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 participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 1.2. By entering the Competition, entrants acknowledge that the Competition will be managed in accordance with the provisions of the CPA. Qualifying entrants undertake to expeditiously do all things necessary to enable the Promoter to comply with their obligations under the CPA.
- 1.3. Entering this Competition constitutes the unconditional acceptance of these terms and conditions.