1&J Air-Fri'kn Amazing Competition Terms and Conditions

- 1. The promoter is Irvin and Johnson Limited ("the Promoter").
- 2. This promotional competition ("Competition") is open to all South African residents of 18 (eighteen) years and older, residing in South Africa, who are in possession of a valid identity document, passport, or other documentary proof of South African residency. Any director, member, partner, employee, agent or consultant of the Promoter or Shoprite Checkers (Pty) Ltd ("Shoprite Checkers"), the marketing service providers, suppliers, distributors, 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 be disqualified from receiving a prize.
- 3. This Competition will start on 7 July 2025 ("start date") and end on 3 August 2025 ("closing date"). The period from the Competition start date to closing date is referred to as the "Campaign Period." Any entries received after the closing date will not be considered. By entering this Competition, all participants agree to be bound by these terms and conditions and the Promoter's decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.
- 4. Participants confirm by their entry into the Competition that whilst the Competition rules are hosted on the Shoprite Checkers website, Shoprite Checkers is not the promoter of this Competition and they fully release Shoprite Checkers from any liability in connection with this Competition. Any questions, comments, or complaints regarding the Competition are to be directed to the Promoter at <u>talk2us@ij.co.za</u> or 0800 210 279 (toll free).
- 5. To enter the Competition, a participant must purchase any 1 (one) I&J Air-Fri'kn Amazing qualifying product as set out in Annexure A hereto ("qualifying products")) via the Shoprite Checkers Sixty60 app and ensure that their Xtra savings card is linked to their profile/ account.
- 6. Participants must keep their Sixty60 invoice as proof of purchase.
- 7. Participants may enter as many times as they wish, provided that each entry is associated with a separate purchase of a qualifying product. The Promoter or its representatives may block participants from winning a prize or submitting further entries if fraud or code manipulation is suspected.
- 8. Participants are responsible for their own costs of accessing the Sixty60 app and purchasing the qualifying products.
- 9. There will be 1 (one) winner who will receive a DNA Dual Airfryer Oven with 36L Capacity and 18 Accessories valued at R7 500,00 (seven thousand five hundred rand).
- 10. Participants understand and agree that they may win a prize, but there is no guarantee that they will win a prize.
- 11. The details of the prize including, but not limited, to the colour, style, etc., will be entirely at the Promoter's discretion, i.e. the winner will not be entitled to choose their prize.
- 12. The winner of the prize will be randomly drawn by Shoprite Checkers within 1 (one) week of the closing date. The winner will be required to provide and verify their details such as name, surname, and delivery address.
- 13. A message will be sent to the winner via WhatsApp on the cellular telephone number linked to their Sixty60 app account. If incorrect contact details are provided Shoprite Checkers and the Promoter reserve the right to select another winner. Neither the Promoter nor Shoprite Checkers will be liable for any loss suffered by a participant as a result of incomplete or incorrect information or contact details provided. The winner's contact details will then be sent by Shoprite Checkers to the Promoter to contact and verify. The Promoter will make 2 (two) attempts to contact and notify the selected potential winner. Potential winners have 48 hours to respond with their details before the winner slot is rolled over to a new potential winner.
- 14. Once the Promoter has received the contact details from the potential winner, he/she will be required to furnish the Promoter with their full name, identity number, and answer verification questions as required in terms of the Consumer Protection Act. If the potential winner qualifies, the Promoter will arrange for the delivery of the prize via courier. The winner will be required to sign an acknowledgement of receipt of their prize, if applicable, and will be required to furnish the Promoter with their names and identity numbers in terms of the Consumer Protection Act.
- 15. A copy of these rules can be found on the following website <u>www.termsconditions.co.za</u> during the Campaign Period or can be obtained by phoning 080 001 0709.
- 16. By entering this Competition and as a condition to receive a prize, participants:
 - 16.1 Consent to the processing of their personal information by Shoprite Checkers, the Promoter, and its service providers, insofar that it is necessary to give effect to the Competition, for example to view the entries, select and announce the winner publicly and deliver the prizes. The winner will be given the opportunity to consent to further processing of their personal information;
 - 16.2 Where applicable, waive their moral rights and grant Shoprite Checkers and the Promoter exclusive, unlimited, perpetual, and free of charge copyright and usage (in any territory where these entities

trade), in all media forms of all material, text and intellectual property created and/or published/posted by the participants in the submission of their competition entry. Shoprite Checkers and the Promoter will be entitled to use and edit the intellectual property in any manner and in its sole discretion, for an indefinite period of time and in any territory where it trades. Participants will not during or after the closing date of the Competition dispute or question such copyright and usage;

- 16.3 Where applicable, waive any right to demand royalties, usage fees or any other form of compensation or payment for the use of intellectual property in the participant's entry;
- 16.4 Sign an acknowledgment of receipt form and provide all relevant information requested by the Promoter's representatives including, but not limited to, the winner's full names, proof of identity (ID, passport, or driver's license), contact details, and delivery address; and
- 16.5 Consent that their names be announced publicly by Shoprite Checkers and the Promoter on any platform that they deem fit.
- 17. 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.
- 18. Neither Shoprite Checkers, the Promoter nor its agents or suppliers will be liable for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted, or for entries that are lost, damaged, or delayed.
- 19. The winners will not be entitled to payment, credit or otherwise in the event that they do not receive or utilise the prize to the fullest extent possible. Any item or value unused will be deemed waived by the winners.
- 20. The Promoter in its sole discretion is entitled to disqualify any winner:
 - 20.1 Who has won a prize in a competition conducted by the Promoter or Shoprite Checkers during the last 3 (three) months before the winners of this Competition is drawn; or
 - 20.2 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 code or falsifying of data.
- 21. 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.
- 22. Prizes are not transferable and may not be deferred or exchanged for cash, credit or otherwise.
- 23. The Promoter is entitled to change or terminate the Competition and/or prizes immediately and without notice, if deemed necessary in its sole discretion. In the event of such a change or termination, participants agree to waive any rights that they have in respect of this Competition and acknowledge that they will have no recourse against the Promoter, its suppliers, or agents.
- 24. In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
- 25. Neither Shoprite Checkers, the Promoter, its agents, service providers, suppliers, 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 the participant.
- 26. The judges' decision is final, and no correspondence will be entered into.
- 27. Participation in this Competition constitutes acceptance of, and an agreement to comply with, these terms and conditions.
- 28. Protecting participants' personal information is important to Shoprite Checkers. For more information, please refer to the data privacy statement on their <u>website</u>.
- 29. By entering, participants acknowledge that their personal information will be shared with the Promoter and their agents to the extent necessary to conduct the Competition and for the prize to be delivered to the prize winner. Such personal information will be processed in accordance with the provisions of the Protection of Personal Information Act, 4 of 2013. Participants who have questions regarding any matter relating to their privacy or their personal information, or if they believe there has been a breach of their privacy or their personal information, or if they believe there has been a breach of their privacy or their personal information, or if they believe there has been a breach of their privacy or their personal information in accordance with the AVI Manual in terms of Section 51 of the Promotion of Access to Information Act, No 2 of 2000 available at https://www.avi.co.za/wp-content/uploads/2017/03/Promotion-of-Access-to-Information-Manual.pdf; or, submit a complaint to the Information Regulator in the prescribed manner and form (https://justice.gov.za/inforeg/index.html).
- 30. This promotion 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 its agents only and not to any social media channel.
- 31. Participants confirm by their entry into the Competition that the brand owner of the prize is not a promoter of this Competition; it is in no way sponsored, endorsed or administered by or associated with the brand owner of the prize; and they fully release the brand owner of the prize from any liability in connection with this

Competition, other than any product liability that may arise and subsist in terms of relevant consumer protection laws.

- 32. To the extent permitted by law, neither the Promoter nor Shoprite Checkers will be liable in any way whatsoever for any claims arising from loss, injury, damage, or costs suffered by a participant in relation to this Competition or the prize, including but not limited to claims relating to defects in the prize or any losses caused by such defects or losses arising from incorrect use of the prize.
- 33. 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 law of the Republic of South Africa should any terms or conditions be found to be in conflict with any laws, they will be severable from the remaining terms and conditions contained herein.
- 34. The laws of the Republic of South Africa will govern these terms and conditions.
- 35. The Promoter is situated at I&J House, 1 Davidson Street, Woodstock, 7925, Cape Town, South Africa

ANNEXURE A – Qualifying Products

10905000	HAKE ROLLERS I&J AIR-FRIKN 270G, JALAPENO
10905002	HAKE ROLLERS I&J AIR-FRIKN 270G, SWEET CHILI
10905003	CHICKEN BURGER I&J AIR-FRIKN 280G, SWEET CHILI
10905004	FISH DIPPERS I&J AIR-FRIKN 250G, LEMON
10905005	CHICKEN BURGER I&J AIR-FRIKN 280G, BLAZING HOT
10905006	FISH DIPPERS I&J AIR-FRIKN 250G, BLAZING HOT
10905008	FROZEN FISH BURGER AIR-FRIKN 280G, SWEET CHILI
10905009	FROZEN FISH BURGER AIR-FRIKN 280G, BLAZING HOT
10905012	FROZEN HAKE SCHNITZEL I&J AIR-FRIKN 240G, LEMON
10905013	FROZEN HAKE SCHNITZEL I&J AIR-FRIKN 240G, MILD SPICE
10905015	FROZEN HAKE POPS AIR-FRIKN 260G, SWEET CHILI
10905016	FROZEN HAKE POPS AIR-FRIKN 260G, LEMON
10905384	CHICKEN DIPPERS AIR-FRIKN 250G, CHEESY
10905385	CHICKEN DIPPERS AIR-FRIKN 250G, MILD SPICY
10905000	HAKE ROLLERS I&J AIR-FRIKN 270G, JALAPENO