# Win a R60 000 Fashion Makeover TERMS & CONDITIONS

- 1. The promoter is THE SPAR GROUP LTD (Company Registration Number: 1967/001572/06) ("the Promoter") along with those of its suppliers ("Suppliers") which supply any of the prizes to be won ("Prizes").
- 2. The "Suppliers" being referred to as Warshay Investments (Pty) Ltd ta KWV, 2021/018 792/07
- 3. The promotional competition ("<u>Promotion</u>") is open to all South African residents who are 18 years old or older and are in possession of a valid identity document.
- 4. The Promotion is not open to any director, member, partner, employee, agent of, or consultant to, the Promoter or the SPAR Guild of Southern Africa NPC or the Build It Guild of Southern Africa NPC or the Promotor's marketing service providers or the Suppliers of the Promoter which supply any of the Prizes 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.
- 5. By entering this Promotion, participants ("<u>Participants</u>") will be deemed to have accepted, and will be bound by, these terms and conditions which will be interpreted and construed in accordance with the laws of the Republic of South Africa. Any information relating to this Promotion and published on any Promotional material will, unless it conflicts with these terms and conditions, form part of these terms and conditions.
- 6. The Participants acknowledge that the Prizes are supplied by the Promoter and/or the Promoter's suppliers. The Participants further acknowledge that entering this Promotion and/or winning any Prize is subject to the separate terms and conditions in respect of that Prize ("Prize T&Cs") of either the Promotor or the Supplier which supplied the relevant Prize (as the case may be), as read with these terms and conditions. In other words, the Participants will be deemed to have accepted, and will be bound by, the Prize T&Cs in respect of the relevant Prize. If there are any conflicts between these terms and conditions and the relevant Prize T&Cs, then these terms and conditions shall apply. The various Prize T&Cs may be viewed at www.topsatspar.co.za/HighLife
- 7. By entering this Promotion, Participants agree to receive future marketing material from the brand/s on promotion. However, a Participant has the right to unsubscribe from receiving marketing material or request the Promoter to delete their information by contacting the SPAR Customer Care Share Call number 0860 313 141.
- 8. All personal information ('Personal Data') supplied by participants shall be processed in accordance with South African data protection legislation and the Promoter's Privacy Policy.

- 9. This Promotion is open from 9 August 2022 and ends at 00h01 on 3 October 2022. Any entries received after the closing date and time will not be considered.
- 10. HOW TO ENTER:
- 10.1. Buy any Wild Africa Cream Liqueur 750ml participating in the HIGH LIFE competition from any TOPS at SPAR stores, dial \*120\*11118# and follow the prompts. By submitting any of his/her personal information, the Participant will be deemed to consent to the Promoter processing that personal information in accordance with the provisions of the Protection of Personal Information Act.
- 10.2. USSD charged at 20c per 20 seconds.
- 10.3. To qualify Buy any Wild Africa Cream Liqueur 750ml.
- 10.4. Qualifying products are also depicted on in-store advertising material. A list of these qualifying products is also available on www.topsatspar.co.za/HighLife.
- 11. Participants must enter in their correct contact details. All entries with the correct contact details will be valid for the duration of the Promotion.
- 12. The prize is a Fashion Makeover voucher to the value of R60 000 inclusive of VAT and for one person only.
  - 12.1. This prize includes, 1 x Fashion Makeover voucher and this voucher will need to be used at the chosen vendor of KWV's choice. All other expenses exceeding the value of R60 000 will be for to the winners account. Fashion Makeover voucher will expire 31 January 2023.
  - 12.2. Delivery of prize (within South Africa)
  - 12.3. The price does not include any item not detailed above.
  - 12.4. The Winner is responsible for its own travel documents
  - 12.5. Any additional cost due to cancelation/delayed arrangement resulted from Covid 19 regulations will be for the winners account.
- 13. The promoters will not be held liable for any unforeseen costs involved in partaking in this competition incurred by the entrant. This includes, but is not limited to, all costs involved in entering the competition, interacting with the partners during or after the promotion, or costs involved in the acceptance of the prize.
- 14. Prizes: There are various Prizes available to be won. These Prizes may be viewed at <a href="www.topsatspar.co.za/HighLife">www.topsatspar.co.za/HighLife</a>. The actual Prizes may differ from the images shown on the website or other Promotional material.

- 15. In the event that any Prize is not available despite the Promoter's reasonable endeavours to procure the Prize, the Promoter reserves the right to substitute the Prize with a prize of equal value.
- 16. The Participants accept the Prizes at their own risk.
- 17. The Promoter will be responsible only for those costs which these terms and conditions expressly state that the Promoter will pay.
- 18. The Promoter will not be liable for any faults, recalls, damage or loss of, or to, any Prizes handed over to a winner.
- 19. To the fullest extent permitted by law, neither the Promoter, its associated companies, nor any directors, officers or employees of such nor their partners or agents supporting the Promotion nor the SPAR Guild of Southern Africa NPC nor the Build It Guild of Southern Africa NPC nor any member of the SPAR Guild of Southern Africa NPC or of the Build It Guild of Southern Africa NPC shall be responsible for any loss, damage or injury whatsoever suffered by any Participant or winner or any other people (including but not limited to any direct, indirect, consequential, special, punitive or incidental loss or damages) or for any personal injury (whether physical or mental) suffered or sustained by any Participant or winner or any other people as a result of, or in connection with, the Promotion or the acceptance or use of any Prize.
- 20. The Promoter will endeavour to contact winners using the contact details provided. If a winner has given incorrect contact details or does not collect his/her Prize at the specified time and place, the Promoter reserves the right to select another winner in accordance with these terms and conditions.
- 21. The Promoter may publish each winner's names and/or images in any advertising and Promotional material or digital media for this Promotion and any other future competitions/promotions, provided that the winner has given her/his consent thereto. Should the winner so consent, he/she will have no claim to any compensation or payment in respect of the use of his/her names and/or images.
- 22. A copy of these terms and conditions can be obtained from the Consumer Call Centre on telephone number 0860 31 31 41 or viewed at <a href="https://www.topsatspar.co.za">www.topsatspar.co.za</a>
- 23. Participants to whom Prizes will be awarded will be selected through a random draw. The judges' decision is final, and no correspondence will be entered into.
- 24. Winners will be informed when and where to collect their respective Prizes. Winners must produce their till slip as proof of purchase in order to claim the Prize.
- 25. Prizes are not transferable nor can they be exchanged for cash.
- 26. Failure to claim a Prize or a refusal or inability to supply required documentation or to comply with any of the Promotion requirements within 72 hours will

- disqualify the winner of the Prize and a new winner will be selected/drawn in terms of these terms and conditions.
- 27. 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 –
- 27.1. meet the Participant's requirements, preferences, standards, or expectations; or
- 27.2. be satisfactory and readily available for collection.
- 28. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever (including, without limitation, as a result of any network, computer or cell phone hardware or software failure of any kind). Proof of sending will not be accepted as proof of receipt. The Promoter shall not be responsible for the failure of any technical element relating to this Promotion that may result in an entry not being successfully submitted.
- 29. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise falsifying data.
- 30. 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.
- 31. Any attempt to use multiple cell phones or other tactics to enter more than the stated limit may result in disqualification and all associated entries will be void. Entries generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, entering service sites or any other automated means or entries by any means that subvert the entry process or do not conform to the terms or spirit of these terms and conditions, will void the entry and may disqualify the Participant.
- 32. The Promoter shall have the right to change or terminate the Promotion immediately and without notice, if deemed necessary in its sole discretion and if circumstances arise which are outside of its control. In the event of such change or termination, all Participants agree to waive any rights that they may have in respect of this Promotion and acknowledge that they will have no recourse against the Promoter or its agents or Suppliers.
- 33. Should any dispute arise in relation to the interpretation of the Promotion and/or its terms and conditions, the Promoter's decision shall be final and binding, and no correspondence shall be entered into.
- 34. In the event that any of the terms and conditions contained herein are found to be invalid, unlawful, or unenforceable, such terms will be severable from the

remaining terms of these terms and conditions, which will continue to be valid and enforceable.

35. The judges' decision is final and no correspondence will be entered into.

## HIGHLIFE COMPETITION / Imagin Gin Win a trip for 2 to the Maldives

### **TERMS & CONDITIONS**

- 1. The promoter is THE SPAR GROUP LTD (Company Registration Number: 1967/001572/06) ("the Promoter") along with those of its suppliers ("Suppliers") which supply any of the prizes to be won ("Prizes").
- 2. The "Suppliers" being referred to as Warshay Investments (Pty) Ltd ta KWV, 2021/018 792/07
- 3. The promotional competition ("<u>Promotion</u>") is open to all South African residents who are 18 years old or older and are in possession of a valid identity document.
- 4. The Promotion is not open to any director, member, partner, employee, agent of, or consultant to, the Promoter or the SPAR Guild of Southern Africa NPC or the Build It Guild of Southern Africa NPC or the Promotor's marketing service providers or the Suppliers of the Promoter which supply any of the Prizes 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.
- 5. By entering this Promotion, participants ("Participants") will be deemed to have accepted, and will be bound by, these terms and conditions which will be interpreted and construed in accordance with the laws of the Republic of South Africa. Any information relating to this Promotion and published on any Promotional material will, unless it conflicts with these terms and conditions, form part of these terms and conditions.
- 6. The Participants acknowledge that the Prizes are supplied by the Promoter and/or the Promoter's suppliers. The Participants further acknowledge that entering this Promotion and/or winning any Prize is subject to the separate terms and conditions in respect of that Prize ("Prize T&Cs") of either the Promotor or the Supplier which supplied the relevant Prize (as the case may be), as read with these terms and conditions. In other words, the Participants will be deemed to have accepted, and will be bound by, the Prize T&Cs in respect of the relevant Prize. If there are any conflicts between these terms and conditions and the relevant Prize T&Cs, then these terms and conditions shall apply. The various Prize T&Cs may be viewed at www.topsatspar.co.za/HighLife
- 7. By entering this Promotion, Participants agree to receive future marketing material from the brand/s on promotion. However, a Participant has the right to unsubscribe from receiving marketing material or request the Promoter to delete their information by contacting the SPAR Customer Care Share Call number 0860 313 141.
- 8. All personal information ('Personal Data') supplied by participants shall be processed in accordance with South African data protection legislation and the Promoter's Privacy Policy.

- 9. This Promotion is open from 9 August 2022 and ends at 00h01 on 3 October 2022. Any entries received after the closing date and time will not be considered.
- 10. HOW TO ENTER:
- 10.1. Buy a Imagin Classic London Dry Gin 750ml or Imagin Citrus Gin 750ml participating in the HIGH LIFE competition from any TOPS at SPAR stores, dial \*120\*11118# and follow the prompts. By submitting any of his/her personal information, the Participant will be deemed to consent to the Promoter processing that personal information in accordance with the provisions of the Protection of Personal Information Act.
- 10.2. USSD charged at 20c per 20 seconds.
- 10.3. To qualify Buy a Imagin Classic London Dry Gin 750ml or Imagin Citrus Gin 750ml.
- 10.4. Qualifying products are also depicted on in-store advertising material. A list of these qualifying products is also available on www.topsatspar.co.za/HighLife.
- 11. Participants must enter in their correct contact details. All entries with the correct contact details will be valid for the duration of the Promotion.
- 12. The prize is a Travel voucher to the value of R60 000 inclusive of VAT and for one person only.
  - 12.1. This prize includes, 1 x Travel voucher and this voucher will need to be used at the chosen vendor of KWV's choice. All other expenses exceeding the value of R60 000 will be for to the winners account. Travel voucher will expire 26 July 2023. Travel packages will depend on availability and season.
  - 12.2. Delivery of prize (within South Africa)
  - 12.3. The price does not include any item not detailed above.
  - 12.4. The Winner is responsible for its own travel documents
  - 12.5. Any additional cost due to cancelation/delayed arrangement resulted from Covid 19 regulations will be for the winners account.
- 13. The promoters will not be held liable for any unforeseen costs involved in partaking in this competition incurred by the entrant. This includes, but is not limited to, all costs involved in entering the competition, interacting with the partners during or after the promotion, or costs involved in the acceptance of the prize.

- 14. Prizes: There are various Prizes available to be won. These Prizes may be viewed at <a href="www.topsatspar.co.za/HighLife">www.topsatspar.co.za/HighLife</a>. The actual Prizes may differ from the images shown on the website or other Promotional material.
- 15. In the event that any Prize is not available despite the Promoter's reasonable endeavours to procure the Prize, the Promoter reserves the right to substitute the Prize with a prize of equal value.
- 16. The Participants accept the Prizes at their own risk.
- 17. The Promoter will be responsible only for those costs which these terms and conditions expressly state that the Promoter will pay.
- 18. The Promoter will not be liable for any faults, recalls, damage or loss of, or to, any Prizes handed over to a winner.
- 19. To the fullest extent permitted by law, neither the Promoter, its associated companies, nor any directors, officers or employees of such nor their partners or agents supporting the Promotion nor the SPAR Guild of Southern Africa NPC nor the Build It Guild of Southern Africa NPC nor any member of the SPAR Guild of Southern Africa NPC or of the Build It Guild of Southern Africa NPC shall be responsible for any loss, damage or injury whatsoever suffered by any Participant or winner or any other people (including but not limited to any direct, indirect, consequential, special, punitive or incidental loss or damages) or for any personal injury (whether physical or mental) suffered or sustained by any Participant or winner or any other people as a result of, or in connection with, the Promotion or the acceptance or use of any Prize.
- 20. The Promoter will endeavour to contact winners using the contact details provided. If a winner has given incorrect contact details or does not collect his/her Prize at the specified time and place, the Promoter reserves the right to select another winner in accordance with these terms and conditions.
- 21. The Promoter may publish each winner's names and/or images in any advertising and Promotional material or digital media for this Promotion and any other future competitions/promotions, provided that the winner has given her/his consent thereto. Should the winner so consent, he/she will have no claim to any compensation or payment in respect of the use of his/her names and/or images.
- 22. A copy of these terms and conditions can be obtained from the Consumer Call Centre on telephone number 0860 31 31 41 or viewed at <a href="https://www.topsatspar.co.za">www.topsatspar.co.za</a>
- 23. Participants to whom Prizes will be awarded will be selected through a random draw. The judges' decision is final, and no correspondence will be entered into.
- 24. Winners will be informed when and where to collect their respective Prizes. Winners must produce their till slip as proof of purchase in order to claim the Prize.
- 25. Prizes are not transferable nor can they be exchanged for cash.

- 26. Failure to claim a Prize or a refusal or inability to supply required documentation or to comply with any of the Promotion requirements within 72 hours will disqualify the winner of the Prize and a new winner will be selected/drawn in terms of these terms and conditions.
- 27. 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 –
- 27.1. meet the Participant's requirements, preferences, standards, or expectations; or
- 27.2. be satisfactory and readily available for collection.
- 28. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever (including, without limitation, as a result of any network, computer or cell phone hardware or software failure of any kind). Proof of sending will not be accepted as proof of receipt. The Promoter shall not be responsible for the failure of any technical element relating to this Promotion that may result in an entry not being successfully submitted.
- 29. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise falsifying data.
- 30. 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.
- 31. Any attempt to use multiple cell phones or other tactics to enter more than the stated limit may result in disqualification and all associated entries will be void. Entries generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, entering service sites or any other automated means or entries by any means that subvert the entry process or do not conform to the terms or spirit of these terms and conditions, will void the entry and may disqualify the Participant.
- 32. The Promoter shall have the right to change or terminate the Promotion immediately and without notice, if deemed necessary in its sole discretion and if circumstances arise which are outside of its control. In the event of such change or termination, all Participants agree to waive any rights that they may have in respect of this Promotion and acknowledge that they will have no recourse against the Promoter or its agents or Suppliers.
- 33. Should any dispute arise in relation to the interpretation of the Promotion and/or its terms and conditions, the Promoter's decision shall be final and binding, and no correspondence shall be entered into.

- 34. In the event that any of the terms and conditions contained herein are found to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms of these terms and conditions, which will continue to be valid and enforceable.
- 35. The judges' decision is final and no correspondence will be entered into.

#### **TOPS at SPAR HIGH LIFE competition-COMPETITION RULES**

- 1. This promotional competition is organised by Distell, and Tops at SPAR (collectively "Promoters").
- 2. The promotional competition is open to permanent residents of South Africa over the age of 18 years <u>except</u> any employee, director, member, partner, agent or consultant or any person directly or indirectly who controls or is controlled by the Promoters, immediate family members, advertising agencies, advisers, dealers, suppliers and/or associated companies, and/or a participant who has won a prize through a promotional competition run by the Promoters at least three months prior to the announcement of the winner of the Prize ("Disqualified Persons").
- 3. By entering the promotional competition, all participants and winners agree to be bound by these rules which will be interpreted by the Promoters, whose decision regarding any dispute will be final and binding. The Promoters reserve the right to amend, modify, change, postpone, suspend or cancel this competition and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which the Promoters reasonably deem necessary.
- 4. The promotional competition commences on 9 August 2022 and ends on 2 October 2022 both, days inclusive. Entries received after the closing date will not be considered.
- 5. Participants stand a chance to win one Toyota Hilux XtraCab 2.8 DG6 4x4 to the value of R700 000 ?? (Seven Hundred Thousand Rand TBC) ("the Prize").
- 6. Should the above-mentioned prize not be available, a suitable replacement or
- 7. To be eligible for the Prize, participants must purchase the participating product: Richelieu International Brandy 750ml, and enter the competition through the USSD mechanic, by calling \*120\*11118#, and follow the prompts. A participant may enter as many times as they like as long as each entry is linked to a purchase.
- 8. The decision is final and no correspondence will be entered. The Prize is non-transferable and cannot be exchanged for cash.
- 9. Winners will be required to provide the proof of purchase (till slip) of the qualifying product.
- 10. Winners will be required to provide their proof of identity to verify that they are above the age of 18, as well as be able to provide proof of purchase (till slip).
- 11. Winners must have a valid South African driver's license (alternatively nominate another responsible person, with a valid RSA driver's license, to accept the prize) and arrange Vehicle insurance prior to handover of the Prize.
- 12. If the potential winners do not claim their Prize on or before the nominated date, the potential winners will be deemed to have rejected the Prize and it shall revert back to the Promoter.
- 13. 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.
- 14. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.

- 15. All participants and the winners, as the case may be, indemnify the Promoters, their advertising agencies, advisers, nominated agents, suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this promotional competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoters) and/or use of the Prize.
- 16. A copy of the competition rules is available at <a href="www.topsatspar.co.za/HighLife">www.topsatspar.co.za/HighLife</a>.

#### **TERMS & CONDITIONS**

- This High Life Four Cousins Skinny & Spar Promotional Competition ("Competition") is organized by Tops at Spar represented as THE SPAR GROUP LTD (Company Registration Number: 1967/001572/06) ("Promoter").
- 2. The Competition commences on 9 August 2022 and ends on 2 October 2022, both days inclusive. Entries received after the closing date will not be considered.
- 3. The terms and conditions will be hosted on <a href="www.topsatspar.co.za/HighLife">www.topsatspar.co.za/HighLife</a>
- 4. The Competition is open to permanent residents and citizens of the Republic of South Africa who are the age of 18 (eighteen) years or older, in possession of a valid identity document or passport and who reside in the Republic of South Africa during the period of the Competition ("Participants"). Participants may not enter or receive a prize if they are directors, members, partners, employees, agents of or consultants of the Promoter, their subsidiaries, holding companies, divisions and/or associated companies or of the advertising or promotion agencies or any other person who directly or indirectly controls or is controlled by the Promoter, or their spouses, life partners, immediate family members or business partners.
- 5. Participants may not enter this Competition or be declared a winner if they have won a competition promoted by Promoter within the past 6 (six) months.
- 6. By entering this Competition, all Participants and winners agree to be bound by these rules which will be interpreted by the Promoter, whose decision regarding any dispute will be final and binding. The Promoter reserves the right at any time without notice to amend, modify or change these rules, and to postpone, suspend or cancel this Competition and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deems necessary.
- 7. To enter and stand a chance of winning the prize The entry mechanic will be via USSD and by dialling \*120\*11118# and follow the prompts
- 8. Entries are unlimited. Participants may enter the Competition as many times as they wish provided, they purchase any Four Cousins Skinny and dial \*120\*1118# and follow the prompts.
- 9. The Promoter will not be liable for lost, missing or incorrect entries, SMS charges, or any resulting costs.
- 10. Entries must be by the Participant submitting them and not by a third party on the Participant's behalf.
- 11. This is a USSD entry Competition. Each entry to the Competition shall be charged at standard network tariffs. All entries, including incomplete entries, may be billed by your service provider. Free and bundled SMS's do not apply. By entering this Competition, it will be deemed that the account payer has agreed to the charges.
- 12. No responsibility will be accepted for any entry that is not delivered, received, or is delayed or damaged due to technical reasons, including telecommunication failure on the part of the Participant's service provider, or otherwise. Proof of sending is not proof of receipt.

- 13. Entries which are unclear, illegible, are submitted via an incorrect entry mechanism or contain errors or from disqualified persons will be declared invalid.
- 14. You can enter and stand a chance to win Home gym equipment.
- 15. The prize does not cover any other costs of the winner whatsoever. Insurance and any other additions are not included in the prize and are the responsibility of the winner.
- 16. The winners will be selected by a random draw from all valid entries which will take place as soon as reasonably possible after the closing date. In order for the particular entry to be confirmed as valid, the Promoter will contact the possible winners by telephone, and they will be subject to a Competition verification process.
- 17. Till slips will be required as proof of purchase. In certain circumstances and at the Promoter's sole discretion, other evidence may be accepted as proof of purchase.
- 18. The Promoter will make 3 (three) attempts within 2 (two) working weeks to contact and notify the selected possible winner telephonically. If the selected possible winner cannot be contacted personally after 3 (three) attempts, or if after first being contacted by the Promoter, is not reachable, or the possible winner fails to provide the Promoter with the required information to verify his/her entry and to hand over the prize, the possible winner will forfeit the prize and a replacement winner will be selected from the names drawn from remaining qualifying Participants. This process shall continue until the winner has been contacted and the prize has been awarded in terms of the Competition rules.
- 19. Once the possible winner has been confirmed as valid after the verification process, the winner will be notified telephonically.
- 20. The Promoter may require the winners to complete and submit an information disclosure agreement and indemnification to enable the Promoter to ensure compliance with these rules and the Consumer Protection Act 68 of 2008. Should any winner refuse or be unable to comply with this rule for any reason, such winner will be deemed to have rejected the prize and it shall revert to the Promoter. The winners may also be required to sign an acknowledgment of receipt of their prize.
- 21. The prize is not exchangeable, nor transferable, nor redeemable for cash and, to the extent permitted by law, the Promoter is not liable for any defect in the prizes. The Promoter reserves the right to substitute prizes with any other prize of equal or greater commercial value.
- 22. Should any dispute arise in relation to the interpretation of these Competition rules, the Promoter's decision shall be final, and no correspondence shall be entered into.
- 23. To the extent permitted by law, all Participants and winners, as the case may be, indemnify the Promoter, including their advertising agencies, advisers, nominated agents, suppliers, affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this Competition (including as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoter and/or use of the prize).
- 24. The Promoter reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner is not eligible to win, has contravened any of these rules, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition, if it would be unlawful to award the prize or if the winner fails to accept the prize after 3 (three) attempts for any reason whatsoever, if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the

- required information to verify their entry and to hand over the prize. In this instance the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.
- 25. The Promoter may request the winner to be identified and photographed and the photographs published in printed media, or to appear on radio and television, when accepting their prizes and/or after having received their prizes. The winner will however be given the opportunity to decline the publication of their names and images and to participate in the Promoter's marketing material or marketing activities in so far as it relates to the Competition.
- 26. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoter and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to winners.
- 27. All personal information relating to the Participants will be used solely in accordance with South African consumer and data protection legislation.
- 28. The Promoter will not be liable for any loss suffered because of incomplete or incorrect information provided.
- 29. South African law shall govern these competition terms and conditions and the courts of South Africa shall have exclusive jurisdiction.
- 30. All queries in connection with this Competition should be directed to Marili McElhinney at marili@vanloveren.co.za



#### Artisanal Spirits

#### TOPS at SPAR Belgravia Gin High Life Giveaway Terms and Conditions

- 1. All persons entering this giveaway agree that the promotion rules, as set out in these terms and conditions shall apply and are binding on them.
- 2. The entrant(s) shall in addition take due notice of the collective terms of conditions pertaining to the giveaway as duly outlined on <a href="https://www.topsatspar.co.za/HighLife">www.topsatspar.co.za/HighLife</a> and agrees to wherever applicable and / or necessary adhere to such.
- 3. The (total) prize of this giveaway shall be R 100,000. This amount shall be transferred into the bank account of the winner and such winner hall ensure that s/he has an active bank account prior to such transfer being made\*. (The Companies shall under no circumstances pay the prize to the winner in physical cash as such.)
- 4. This giveaway may only be entered by individuals that are at least 18 years of age at the time of entering.
- 5. The winner shall produce his / her till slip at the time of claiming the prize as per clause three (3) above. Failure to produce such shall render the said prize forfeit. The Companies may also require additional information such as but not limited to the bank account particulars of the winner.
- 6. 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 entrant or the Companies (that is, both *Halewood Artisanal Spirits* and *TOPS at SPAR*) in terms of the Consumer Protection Act, 68 of 2008 (hereinafter referred to as the "CPA").
- 7. The entrant acknowledges that he/she has been given an appropriate opportunity to first read these terms and conditions and that s/he understands and accepts such.
- 8. All entrants participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the Companies running this giveaway, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the promotion and related events and activities.
- 9. By entering this giveaway in accordance with its terms, entrants acknowledge that the giveaway will be managed in accordance with the provisions of the CPA. Qualifying entrants undertake to expeditiously do all things necessary to enable the Companies to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the reward to the winner(s). Should any qualifying entrant refuse or be unable to comply with this requirement, the entrant shall be deemed to have rejected the prize(s) in its entirety.
- 10. These terms and conditions shall be governed by the laws of the Republic of South Africa.
- 11. To enter, the consumer may purchase any Belgravia NRB 6x275ml (any variant) Spirit Cooler at TOPS at SPAR and dial the USSD \*120\*11118# and follow the prompts.

#### **HIGHLIFE COMPETITION**

#### THE SPAR GROUP LIMITED: PRIZE TERMS & CONDITIONS

- 1. These are the terms and conditions in respect of the prizes to be supplied by THE SPAR GROUP LTD (Company Registration Number: 1967/001572/06) ("the Promoter") in the Highlife promotional competition ("Promotion").
- 2. These terms and conditions must be read together with the Promoter's Terms and Conditions in respect of the Promotion ("<u>Main T&Cs</u>"). If there are any conflicts between these terms and conditions and Main T&Cs, then the Main T&Cs shall apply.
- 3. Participating HIGH LIFE products shall include the Promoter's Olive Brook Everyday range (750ml wine bottles), which consists of: –
- 3.1. Olive Brook Everyday Sauvignon Blanc;
- 3.2. Olive Brook Everyday Moscato White;
- 3.3. Olive Brook Everyday Moscato Rosé;
- 3.4. Olive Brook Everyday Chenin Blanc;
- 3.5. Olive Brook Everyday Cabernet Sauvignon/Merlot.
- 3.6. Olive Brook Everyday Pinotage
- 3.7. Olive Brook Everyday Merlot
- 3.8. Oliver Brook Everyday Shiraz
- 3.9. Olive Brook Everyday Chardonnay
- 4. Participants will be entitled to submit one entry in the Promotion for every 3 (three) bottles in the Olive Brook Everyday range purchased from any TOPS at SPAR store.
- 5. Subject to what follows below, each such entry will give the Participant a chance to win 1 (one) of 4 (four) weekly cash prizes of R5 000.00.
- 6. Prize Participants stand a chance to win their share of R160 000 in cash.
- 7. The prize is valued at R160 000 and is broken down into weekly cash giveaways. 32 lucky winners will win R5 000 in cash. 4 (four) winners will be drawn each week for 8 (eight) weeks, the duration of the competition.
- 8. Cash prizes can only be won by a participant once for the duration of the competition.

- 9. Once customer has been contacted and has accepted the prize, any prize not taken up for any reason within 72 hours of notification will be forfeited.
- 10. All entries throughout the duration of the competition qualify for the weekly cash prizes.
- 11. Cash Prize Winners 32 participants will be selected as winners (the 'Winner') to receive a cash prize of R5 000.
- 12. Participants must keep their till slip as proof of purchase in order to claim the cash prize.
- 13. Cash Prize Winners the Winners will be required to provide their name, ID number, copy of their identity document, contact details and to sign an acknowledgment of receipt of the prize.
- 14. Cash Prize Winners Winners will be selected by means of a random draw on a weekly basis and will be notified telephonically where the Winner will be required to verify their details. The Promoter (or their agent) will endeavour to contact the prize winner once every day for 3 consecutive working days after their name is drawn. If the Prize Winner cannot be contacted during this period, the prize will be forfeited and another Winner will be selected in accordance with the rules.
- 15. Cash Prize Winners Payment of the cash prizes will be made by EFT by the Promoter's agency, into a bank account nominated by the Winner. The Winner will need to provide the agency with an original letter from their bank on the bank's letterhead confirming proof of their account details which letter must be stamped by the bank, before any amount will be transferred to them. The Prize is not transferrable. The agency's print out of the bank transfer will serve as proof of receipt of the prize by the winner
- 16. The Winner will be required to sign an Indemnity Form and Media Release Form.
- 17. The prize is not transferable or exchangeable for an alternative prize.



#### TOPS at SPAR Whitley Neill Gin High Life Giveaway Terms and Conditions

- 1. All persons entering this giveaway agree that the promotion rules, as set out in these terms and conditions shall apply and are binding on them.
- 2. The entrant(s) shall in addition take due notice of the collective terms of conditions pertaining to the giveaway as duly outlined on <a href="https://www.topsatspar.co.za/HighLife">www.topsatspar.co.za/HighLife</a> and agrees to wherever applicable and / or necessary adhere to such.
- 3. The (total) prize(s) of this giveaway shall include a local safari for two (2) adults which will include a trained mixologist to accompany the winners\*. The total value of the prize is R 75,000 which will, for example, include flights, accommodation, meals and beverages. Any expenses incurred over and above the total prize value of R 75,000 by the winner or the person accompanying him / her shall be for his / her own account. (\* Any costs related hereto shall also form part of the prize.)
- 4. This giveaway may only be entered by individuals that are at least 18 years of age at the time of entering.
- 5. The winner(s) of this giveaway must redeem this prize(s) in its entirety no later than 1 June 2023. None of the prize(s) as stipulated in the third clause above can be redeemed for cash in part or whole and is non-refundable, non-transferrable and non-exchangeable. The winner shall produce his / her till slip at the time of claiming the prize(s) as a whole. Failure to produce such shall render the prize(s) forfeit.
- 6. 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 entrant or the Companies (that is, both *Halewood Artisanal Spirits* and *TOPS at SPAR*) in terms of the Consumer Protection Act, 68 of 2008 (hereinafter referred to as the "CPA").
- 7. The entrant acknowledges that he/she has been given an appropriate opportunity to first read these terms and conditions and that s/he understands and accepts such.
- 8. All entrants participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the Companies running this giveaway, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the promotion and related events and activities.
- 9. By entering this giveaway in accordance with its terms, entrants acknowledge that the giveaway will be managed in accordance with the provisions of the CPA. Qualifying entrants undertake to expeditiously do all things necessary to enable the Companies to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the reward to the winner(s). Should any qualifying entrant refuse or be unable to comply with this requirement, the entrant shall be deemed to have rejected the prize(s) in its entirety.
- 10. These terms and conditions shall be governed by the laws of the Republic of South Africa.

### HIGHLIFE COMPETITION / KWV Classic Collection Win 1 of 10 Sports Smart Watches

#### **TERMS & CONDITIONS**

- 1. The promoter is THE SPAR GROUP LTD (Company Registration Number: 1967/001572/06) ("the Promoter") along with those of its suppliers ("Suppliers") which supply any of the prizes to be won ("Prizes").
- 2. The "Suppliers" being referred to as Warshay Investments (Pty) Ltd ta KWV, 2021/018 792/07
- 3. The promotional competition ("<u>Promotion</u>") is open to all South African residents who are 18 years old or older and are in possession of a valid identity document.
- 4. The Promotion is not open to any director, member, partner, employee, agent of, or consultant to, the Promoter or the SPAR Guild of Southern Africa NPC or the Build It Guild of Southern Africa NPC or the Promotor's marketing service providers or the Suppliers of the Promoter which supply any of the Prizes 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.
- 5. By entering this Promotion, participants ("Participants") will be deemed to have accepted, and will be bound by, these terms and conditions which will be interpreted and construed in accordance with the laws of the Republic of South Africa. Any information relating to this Promotion and published on any Promotional material will, unless it conflicts with these terms and conditions, form part of these terms and conditions.
- 6. The Participants acknowledge that the Prizes are supplied by the Promoter and/or the Promoter's suppliers. The Participants further acknowledge that entering this Promotion and/or winning any Prize is subject to the separate terms and conditions in respect of that Prize ("Prize T&Cs") of either the Promotor or the Supplier which supplied the relevant Prize (as the case may be), as read with these terms and conditions. In other words, the Participants will be deemed to have accepted, and will be bound by, the Prize T&Cs in respect of the relevant Prize. If there are any conflicts between these terms and conditions and the relevant Prize T&Cs, then these terms and conditions shall apply. The various Prize T&Cs may be viewed at www.topsatspar.co.za/HighLife
- 7. By entering this Promotion, Participants agree to receive future marketing material from the brand/s on promotion. However, a Participant has the right to unsubscribe from receiving marketing material or request the Promoter to delete their information by contacting the SPAR Customer Care Share Call number 0860 313 141.
- 8. All personal information ('Personal Data') supplied by participants shall be processed in accordance with South African data protection legislation and the Promoter's Privacy Policy.

- 9. This Promotion is open from 9 August 2022 and ends at 00h01 on 3 October 2022. Any entries received after the closing date and time will not be considered.
- 10. HOW TO ENTER:
- 10.1. Buy any of the KWV Classic Collection wines participating in the HIGH LIFE competition from any TOPS at SPAR stores, dial \*120\*11118# and follow the prompts. By submitting any of his/her personal information, the Participant will be deemed to consent to the Promoter processing that personal information in accordance with the provisions of the Protection of Personal Information Act.
- 10.2. USSD charged at 20c per 20 seconds.
- 10.3. To qualify buy any 750ml KWV Classic Collection wine.
- 10.4. Qualifying products are also depicted on in-store advertising material. A list of these qualifying products is also available on www.topsatspar.co.za/HighLife.
- 11. Participants must enter in their correct contact details. All entries with the correct contact details will be valid for the duration of the Promotion.
- 12. Prizes: There are various Prizes available to be won. These Prizes may be viewed at <a href="www.topsatspar.co.za/HighLife">www.topsatspar.co.za/HighLife</a>. The actual Prizes may differ from the images shown on the website or other Promotional material.
- 13. In the event that any Prize is not available despite the Promoter's reasonable endeavours to procure the Prize, the Promoter reserves the right to substitute the Prize with a prize of equal value.
- 14. The Participants accept the Prizes at their own risk.

#### 15. Prize:

- 15.1. 1 of 10 Smart Sport watches valued at R5000 each
- 15.2. 1 watch is valued at R5k
- 15.3. Model and make of prize at KWV's discretion
- 15.4. 10 prizes, 10 winners
- 15.5. 1 prize per winner
- 16. KWV will be responsible for the delivery of the prize to the winners' residential address.

- 17. The Promoter will be responsible only for those costs which these terms and conditions expressly state that the Promoter will pay.
- 18. The Promoter will not be liable for any faults, recalls, damage or loss of, or to, any Prizes handed over to a winner.
- 19. To the fullest extent permitted by law, neither the Promoter, its associated companies, nor any directors, officers or employees of such nor their partners or agents supporting the Promotion nor the SPAR Guild of Southern Africa NPC nor the Build It Guild of Southern Africa NPC nor any member of the SPAR Guild of Southern Africa NPC or of the Build It Guild of Southern Africa NPC shall be responsible for any loss, damage or injury whatsoever suffered by any Participant or winner or any other people (including but not limited to any direct, indirect, consequential, special, punitive or incidental loss or damages) or for any personal injury (whether physical or mental) suffered or sustained by any Participant or winner or any other people as a result of, or in connection with, the Promotion or the acceptance or use of any Prize.
- 20. The Promoter will endeavour to contact winners using the contact details provided. If a winner has given incorrect contact details or does not collect his/her Prize at the specified time and place, the Promoter reserves the right to select another winner in accordance with these terms and conditions.
- 21. The Promoter may publish each winner's names and/or images in any advertising and Promotional material or digital media for this Promotion and any other future competitions/promotions, provided that the winner has given her/his consent thereto. Should the winner so consent, he/she will have no claim to any compensation or payment in respect of the use of his/her names and/or images.
- 22. A copy of these terms and conditions can be obtained from the Consumer Call Centre on telephone number 0860 31 31 41 or viewed at www.topsatspar.co.za
- 23. Participants to whom Prizes will be awarded will be selected through a random draw. The judges' decision is final, and no correspondence will be entered into.
- 24. Winners will be informed when and where to collect their respective Prizes. Winners must produce their till slip as proof of purchase in order to claim the Prize.
- 25. Prizes are not transferable nor can they be exchanged for cash.
- 26. Failure to claim a Prize or a refusal or inability to supply required documentation or to comply with any of the Promotion requirements within 72 hours will disqualify the winner of the Prize and a new winner will be selected/drawn in terms of these terms and conditions.
- 27. 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 –
- 27.1. meet the Participant's requirements, preferences, standards, or expectations; or
- 27.2. be satisfactory and readily available for collection.
- 28. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever (including, without limitation, as a result of any network, computer or cell phone hardware or software failure of any kind). Proof of sending will not be accepted as proof of receipt. The Promoter shall not be responsible for the failure of any technical element relating to this Promotion that may result in an entry not being successfully submitted.
- 29. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise falsifying data.
- 30. 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.
- 31. Any attempt to use multiple cell phones or other tactics to enter more than the stated limit may result in disqualification and all associated entries will be void. Entries generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, entering service sites or any other automated means or entries by any means that subvert the entry process or do not conform to the terms or spirit of these terms and conditions, will void the entry and may disqualify the Participant.
- 32. The Promoter shall have the right to change or terminate the Promotion immediately and without notice, if deemed necessary in its sole discretion and if circumstances arise which are outside of its control. In the event of such change or termination, all Participants agree to waive any rights that they may have in respect of this Promotion and acknowledge that they will have no recourse against the Promoter or its agents or Suppliers.
- 33. Should any dispute arise in relation to the interpretation of the Promotion and/or its terms and conditions, the Promoter's decision shall be final and binding, and no correspondence shall be entered into.
- 34. In the event that any of the terms and conditions contained herein are found to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms of these terms and conditions, which will continue to be valid and enforceable.
- 35. The judges' decision is final and no correspondence will be entered into.