



### **BIC® 4 Colours Competition Terms and Conditions**

1. The promoter is BIC SAF (“the Promoter”).
2. This promotional competition (“Competition”) is open to all South African permanent 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, 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 24 June 2024 (“Start Date”) and end on 18 August 2024 (“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 taken into consideration.
4. Participation in this Competition is voluntary. By entering your participation in this Competition, you agree to accept all the terms and conditions of this Competition.
5. To enter the Competition, a participant must purchase any BIC® 4-Colours Pen in-store at any Checkers nationwide in South Africa and swipe their Xtra Savings Card.
6. Participants must keep their till slip as proof of purchase until the conclusion of the Competition. The Promoter reserves the right to verify the original till slip of a winning Participant.
7. Participants may enter as many times as they wish, provided that each entry is associated with a separate purchase. 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 understand and agree that they may win a prize, but there is no guarantee that they will win a prize.
9. There will be 1 (one) winner who will receive a Checkers Shopping voucher valued at R10,000.00 (ten thousand rand) (“Prize”). The voucher code shall be sent via SMS and will be valid for a period of 1 (one) year.
10. The winners will be randomly drawn by the Promoter’s post Campaign Period. The winners will be notified by SMS and have 5 (five) working days to claim the Prize. If the winner does not claim the Prize or the winner’s relevant details cannot be confirmed during this period, the Prize will be deemed forfeited and another winner will be drawn, subject to the same terms.
11. A copy of these rules can be found on the following website [www.termsconditions.co.za](http://www.termsconditions.co.za) during the Campaign Period or can be obtained by phoning 080 001 0709.
12. By entering this Competition and as a condition to receive a Prize, Participants expressly:
  - 12.1 Consent to the processing of their personal information by Shoprite Checkers (Pty) Ltd, the Promoter and its designated service providers, solely for purposes necessary to conduct and manage the Competition, for example to view the entries, select and announce the winners publicly and deliver the Prizes. The Participants will be afforded an opportunity to opt-in for any further processing of their personal information unrelated to the Competition;
  - 12.2 By participating in the Competition, you consents to the Promoter and Shoprite Checkers (Pty) Ltd using (or permitting authorised third parties to use) your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Competition (including any outcome), the Promoter or products/services supplied by the Promoter.
  - 12.3 Sign an acknowledgment of receipt form and provide all relevant information requested by the Promoter’s representatives, including but not limited to the winners’ full names, proof of identity (ID, passport, or driver’s licence), contact details; and
  - 12.4 Consent that their names be announced publicly by Shoprite Checkers (Pty) Ltd and the Promoter on any platform/ social media platform that they deem fit.
13. Prizes will only be awarded after the winner’s verification is successfully completed by the Promoter. Failing successful verification, the winners will be disqualified, and a substitute winners may be drawn at the discretion of the Promoter.
14. The winners will be announced post the Campaign Period.
15. Neither Shoprite Checkers (Pty) Ltd, the Promoter nor its agents or suppliers will be liable for the failure of any problems or technical malfunction relating to this Competition that may result in an entry not being successfully submitted, or for vouchers or entries that are lost, damaged, or delayed. Voucher codes will not be resent, and no replacement voucher codes will be issued.



16. 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.
17. The Promoter in its sole discretion is entitled to disqualify any winners:
  - 17.1 Who has won a prize in a competition conducted by the Promoter or Shoprite Checkers (Pty) Ltd during the last 3 (three) months before the winners of this Competition is drawn; or
  - 17.2 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.
18. 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.
19. Prizes are not transferable and may not be deferred or exchanged for cash, credit or otherwise.
20. The Promoter is entitled to change or terminate the Competition and/or prizes immediately and without notice, if deemed necessary in its sole discretion. Any such changes will be communicated to participants as soon as possible practicable. 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.
21. Neither Shoprite Checkers (Pty) Ltd, 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, except for any liability which cannot be excluded by law.
22. The judges' decision is final, and no correspondence will be entered into.
23. Participation in this Competition constitutes acceptance of, and an agreement to comply with, these terms and conditions.
24. The winners may be requested to endorse, promote, and advertise any of the goods and services of the Promoter and will not unreasonably withhold their consent.
25. Protecting participants' personal information is important to Shoprite Checkers (Pty) Ltd. For more information, please refer to the data privacy statement on their [website](#).
26. 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.
27. The Promoter, and their agents shall not be liable for any damage caused to prizes because of delivery or dispatch, nor shall they be responsible for any malfunctions or breakages of any prize once delivery has been taken thereof. The Promoter shall further not be held responsible for any accident, injury, harm, or loss due to the acceptance, possession, ownership or use of the prize without limitation, and are indemnified from any claims that may arise from any participants or winners of this competition or their replacements.
28. Any expense(s) which may result from the possession of and/or use of the prize/s is the sole responsibility of the winner.
29. The manufacturer of third-party prizes, their employees and properties are not in any way associated with this Competition or its organizers.
30. This Competition shall be governed by the applicable laws of the Republic of South Africa. Any and all disputes arising out of this Competition shall be brought to the exclusive jurisdiction of the courts of Johannesburg.