## Shoprite Scratch & Win TikTok Dance Challenge promotional competition terms and conditions

- 1. The promoter is Shoprite Checkers (Pty) Ltd ("**Promoter**").
- 2. This promotional competition ("Competition") is open to all South African residents of 18 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, its 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.
- This Competition will start on 09 December 2024 ("start date") and end on 18 December 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 considered.
- 4. <u>To enter the Competition, a participant must, during the Campaign Period</u>:
  - 4.1 Have a TikTok account and profile;
  - 4.2 Record an original video of themselves dancing on the music provided in Shoprite South Africa's Competition post on TikTok; and
  - 4.3 Share the video on TikTok and tag #ShopriteScratchandWinDance .
- 5. Only one (the first) entry per participant will be accepted. The Promoter or its representatives is entitled to disqualify participants from entering and/or winning a prize, if the Promoter has a reasonable suspicion of spamming, use of multiple TikTok accounts or bots to enter, fraud, AI generated entries or code manipulation.
- Prizes: There will be 10 (ten) winners in total, who will each win a Shoprite shopping voucher to the value of R1,000 (one thousand Rand), redeemable at any Shoprite store in South Africa. The prize vouchers will be sent as digital codes to the winners via direct message on TikTok ("TikTok DM").
- 7. Participants understand and agree that they may win a prize, but there is no guarantee that they will win a prize.
- 8. Each winner will only be entitled to one prize each.
- 9. The details of the prize, including but not limited to the validity period etc. will be entirely at the Promoter's discretion the winners will not be entitled to choose the details of their prize.
- 10. The winners will be selected at the Promoter's discretion within 2 (two) weeks after the closing date.
- 11. Winners will be notified via TikTok DM, when they will be required to provide and verify their details. The Promoter (or their agent) will try to contact each winner once a day for 2 (Two) working days after their name is drawn. If a winner cannot be contacted or a winner's relevant details cannot be confirmed during this period, the prize will be deemed forfeited and another winner will be drawn.
- 12. A copy of these rules can be found on www.termsconditions.co.za during the Campaign Period, or can be obtained by phoning 080 001 0709.
- 13. By entering this Competition and as a condition to receive a prize, participants:
  - 13.1 Warrant that the person who appears in the video, is the same participant that submits the entry on TikTok;
  - 13.2 Warrant that the participant has the consent of any other individuals appearing in the video entry, that such footage may be published and included in the Competition;
  - 13.3 Warrant that their Competition entry is original and unique, and that it was not used to enter any other competitions;
  - 13.4 Consent to the processing of their personal information by 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 winners, deliver the prizes, include the winners' videos in the Promoter's dance montage and publish it on social media. Winners will be given the opportunity to consent to further processing of their personal information;
  - 13.5 Waive their moral rights and grant 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, footage and images (including the associated intellectual property and rights therein) (collectively, the "**Material**") created and/or published/posted by the participants in the submission of their Competition entry;
  - 13.6 Cede and assign to the Promoter all intellectual property rights in and to the Material. As such, the Promoter will be entitled to use and edit the Material in any manner and in its sole discretion, for an indefinite period of time, on any of its marketing platforms and in any territory where it trades. Neither the participants nor the winners will, at any time during or after the closing date of the Competition, dispute or question the Promoter's copyright and usage;

- 13.7 Waive any right to demand royalties, usage fees or any other form of compensation or payment in consideration for the cession and assignment to and use of the Material by the Promoter;
- 13.8 Where requested to do so, sign an acknowledgment of receipt form and provide all relevant information requested by the Promoter, including but not limited to the winner's full names, and where applicable their ID numbers, contact details, banking details and delivery address; and
- 13.9 Consent that their names and entries are published and reposted by the Promoter on any of its marketing platforms.
- 14. 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.
- 15. Any prize that is not delivered within 2 (two) weeks of the prize draw, or redeemed by the winner by the expiration date, will be deemed forfeited by such winner.
- 16. The winners will be announced on TikTok, and their dance videos will be included in the Promoter's dance montage that will be posted on Shoprite South Africa's TikTok profile.
- 17. Neither 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 vouchers or entries that are lost, damaged or delayed. Voucher codes will not be resent and no replacement voucher codes will be issued.
- 18. The winners will not be entitled to payment, credit or otherwise in the event that they do not receive or utilise the prize vouchers to the fullest extent possible. Any unused value will be deemed waived by the winners.
- 19. The Promoter in its sole discretion is entitled to disqualify any winner:
  - 19.1 Who has won a prize in a competition conducted by the Promoter during the last 3 months before the winners of this Competition is drawn; or
  - 19.2 Who at any time does not act in accordance with the spirit of the Competition, or if fraud, dishonesty, use of AI or cheating is suspected, including without limitation, through the manipulation of code or falsifying of data.
- 20. No entries from agents, third parties, organised groups, or entries 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.
- 21. Prizes are not transferable and may not be deferred or exchanged for cash, credit or otherwise.
- 22. 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 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.
- 23. 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.
- 24. Neither 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 participants and winners.
- 25. The judges' decision is final and no correspondence will be entered into.
- 26. Participation in this Competition constitutes acceptance of, and an agreement to comply with these terms and conditions.
- 27. 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.
- 28. Protecting participants' personal information is important to the Promoter. For more information, please refer to the data privacy statement on https://www.shopriteholdings.co.za . Winners are entitled to object to further processing of their videos by written notification to the Promoter at Shoprite Checkers Home Office, Corner of William Dabbs Street and Old Paarl Road, Brackenfell, 7560. Att: Legal Department.
- 29. This promotion is in no way sponsored, endorsed, administered or associated with TikTok or any other social media channel.

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