

## **TERMS AND CONDITIONS OF THE HALLS & CHECKERS “WIN A PLAYSTATION” COMPETITION.**

Please read these terms and conditions carefully. Participation in this competition will constitute your agreement to comply with these terms and conditions. If you do not agree with them, please do not participate.

The terms and conditions set out below apply to all entrants involved in the **HALLS & CHECKERS “WIN A PLAYSTATION” COMPETITION**. Please refer to the below website for the current Terms and Conditions for this Promotion:

<https://www.facebook.com/HallsSA>

The **HALLS & CHECKERS “WIN A PLAYSTATION” COMPETITION** (“the **Competition**”) is conducted by Mondelēz South Africa Proprietary Limited, 6 Woodmead Estate, 1 Woodmead Drive, Woodmead, Sandton, 2191 in conjunction with Checkers (“**Promoter**”), South Africa.

1. This Competition runs from the 15 July 2024 until 15 September 2024.
2. The duration of the Competition may be extended or curtailed at the discretion of the Promoter.
3. In order to be able to enter the Competition and to be eligible to win a prize, the entrant must at the time of entering the competition.
  - a. be a natural person and be at least 18 (eighteen) years of age;
  - b. be a citizen and/or legal resident of the Republic of South Africa;
  - c. be in possession of a valid South African Identity Document, resident/work permit and/or Driver's License; and
  - d. be residing or be present in South Africa for the duration of the Promotional Period and for the period during which the prize draws and the delivery or collection of the prize/s takes place.
4. The Promoter and/or organisers reserves the right, at any time, to verify the validity of entrants.
5. To enter the Competition eligible entrants will be required to
  - a. Buy any 4 x Halls sticks.

- b. After buying any 4 of the qualifying products the entrant must swipe their Xtra Savings card to enter.
6. Participation in the competition excludes directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoter or any third parties involved in the execution of the Promotion, either directly or indirectly (including but not limited to agencies, organizers and/or participating stores of the Promotion) as well as the members of the immediate family (being spouses, life partners, parents, children, brothers, sisters, fathers and/or mothers) and/or business partners or associates of any of the aforesaid persons.
7. An entrant may enter as many times as they wish but will only be allowed to win 1 prize for the duration of the Competition and prizes will be limited to winning one per family.
8. Any entrant who has previously won a prize in any competition organized by Mondelez in the past 183 days will not be allowed to win this competition. This rule applies to the previous winner, their immediate family and anyone living at the same address or using the same contact number as them.
9. There is 1 (one) x Playstation 5 to be won in each participating Checkers store and it is not transferable or exchangeable for cash. The Promoter reserves the right to substitute any prize with another prize of similar value.
10. The competition is restricted to Checkers stores only in Gauteng, North West, Limpopo and Mpumalanga, and only entrants from participating Checkers stores will be accepted and entered into the draw.

11. A draw will take place within four weeks of the closing date of the competition with 1 finalist and 5 backups being selected from each store.
12. The finalists will be contacted within 48 hours of the draw and will be required to provide a copy of their ID as well as proof of residence in order to be confirmed as a winner.
13. Should a finalist not be contactable within 3 (three) working days, or should they fail to send through the requested documentation, he/she will forfeit the prize and the promoter will move onto the backup winners.
14. Upon verification of the winners, their prizes will be dispatched to the addresses provided by the winners. It is the responsibility of the winner to ensure that they are available at the time of delivery to receive the prize.
15. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and may refuse to award the prize to a participant if there is suspicion of any irregularities or fraudulent activities.
16. Winners will be required to sign Acknowledgement of receipt letters when accepting their prize.
17. In the event of a dispute, the decision of the promoters will be final, and binding and no correspondence will be entered into.
18. Mondelez reserves the right to change any detail of the Competition, without prior notice and to interpret these terms and conditions in their sole discretion. The onus rests on the entrant to check the terms and conditions.

19. Mondelez may at its sole discretion decide that any entry is not eligible due to the nature of the content of the entry and may disqualify an entrant from the competition.
20. All competition queries must be directed to one of our call centre agents on 0800 114 449 between 09H00 to 16H00 on weekdays.
21. The promoter and/or organisers are not liable for any technical failure that may result in an entry not being successfully submitted or for entries that are lost, damaged, or delayed.
22. Any prize is accepted by a winner at his/her risk and the promoters and/or organizers are not liable, at any time, for any defect in the prize, any loss or damage, whether direct, indirect, consequential, or otherwise arising from any cause whatsoever, which may be suffered by the entrants.
23. To the extent permitted by the Consumer Protection Act and any other applicable law, the entrants, users and/ or winners hereby indemnify, release and hold harmless the promoter and/or its organizers (including their subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors from and against any actions, claims and/or liability for injury, loss, damage, expense, claim or damages of any kind resulting in whole or part, directly or indirectly, from participation in the competition and/or the use, acceptance or possession of a prize and/or participation (or non-participation) in a prize related activity.
24. The Promoter excludes all warranties (express or implied), representations and liabilities regarding this Competition.

25. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. Entrants who, in the Promoter's and/or organizers sole determination, act unlawfully, fraudulently, in breach of these terms and conditions or otherwise dishonestly may be disqualified from participating in the Competition and shall not be eligible to win any prize.
27. By entering and participating in the Competition, entrants agree that the Promoter and/or organizers may collect, store and use (not share) personal information of entrants for communication or statistical purposes or purposes of this competition. Such information will not be disclosed to any third party, except for the purpose of the Competition, where applicable, unless agreed otherwise, or unless disclosure is required by law or court order. Entrants are entitled to decline any marketing communication and inform the Promoter in writing should the participant wish to be removed from all communication.
28. Copies of these terms and conditions of this Competition are available online at, <https://www.facebook.com/HallsSA>. The onus rests on the entrants to check the website for updates to the Terms and Conditions.
29. Additional to any other rights contained in these terms and conditions, the promoters reserve the right to terminate the competition at any time with immediate effect. If this is the case, the promoters will provide a notice on the Facebook Page and it shall be the responsibility of entrants to review such Facebook page in this respect. In such event, all entrants hereby waive any rights which they may have against any of the promoter parties and acknowledge that they will have no recourse or claim of any nature against the promoter parties.

30. Entrants of this Promotion are voluntarily providing their personal information to the Promoter, its associated agencies and the third-party service providers running the Promotion in conjunction with the Promoter.

31. By entering this Promotion, the Entrant consents that the Promoter may use names and images taken of the winners and/or Participants for publicity purposes, without any further remuneration being payable to the winner. All promotional material will become the sole property of the Promoter. However, the Participant and/or winner has the right to decline participating in any promotional activity or to object to these images being used by written notification to the Promoter at No 6 Woodmead Estate, 1 Woodmead Drive, Woodmead, Sandton, Attention: Legal Department. The written notification is to reach the Promoter by no later than the last stipulated draw date.