

## **PERFETTI MENTOS COMPETITION 2024 TERMS & CONDITIONS**

1. These terms and conditions (hereinafter 'terms') govern the Perfetti Mentos Competition (hereinafter 'competition'). By participating in the competition, you agree to be bound by these terms.
2. The promoter is Perfetti Mentos in South Africa with business address Perfetti Van Melle South Africa, Sandton Country Club Estate, 21 Woodlands Dr, Woodmead and official website [www.Perfettivanmelle.com](http://www.Perfettivanmelle.com) ("the Promoter").
3. The promotional competition is open to all South African citizens and legal residents who are 18 (EIGHTEEN) years or older, and in possession of a valid Checkers Xtra Savings card (hereinafter "Xtra Savings card"), and identity document. This competition is not open to any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers 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.
4. Participants must be within South Africa at the time of entering the Competition, for the verification process and at the time of the prize being awarded should they be declared a final Winner, failing which such person will be disqualified and a new winner will be selected, subject to the rules of the competition as set out herein. All eligible Participants must be in a possession of a valid and lawful driver's license for use in South Africa.
5. By entering, participants acknowledge that, should such participant be elected as an eligible finalist to stand a chance to be declared a final winner, you may be required to provide proof of identification, including proof of address and licensing and any other such documentation and information as set out herein and as may be required to comply with statutory requirements and/or to facilitate verification and delivery of the prize. Unlicensed participants will not be eligible to win this prize. All prizes awarded is at the discretion of the Promoter. The prize will only be awarded once the verification process has been completed and confirmed as per the rules of this competition and in accordance with the provisions of the Consumer Protection Act, 68 of 2008.
6. This promotional competition starts on 21 October 2024 and ends at midnight on 17 November 2024. (hereinafter the 'competition period') Any entries received outside of the competition period will not be considered.
7. To enter the competition, participants must purchase any one or more participating product/s and swipe your Xtra Savings card at any Checkers and Checkers Hyper stores, nationwide.
8. Participating products are:-
  - 8.1. Mentos 35-piece Gum;
  - 8.2. Mentos 10-piece Gum;
  - 8.3. Incredible Chews Sticks 10's (47 grams);
  - 8.4. Incredible Chews Bag 18's (72 grams); and
  - 8.5. Mentos Nano Gum bottle (17.5 grams).
9. Participants will be automatically entered into the competition and stand a chance to win 1 (ONE) of X 2 (TWO) Suzuki Swift 1.2 GL AMT, including licensing and delivery up to the value of R259,100.00 (TWO HUNDRED FIFTY-NINE THOUSAND AND ONE HUNDRED RAND), each.
10. Each purchase and swipe qualify as one single entry. Once the Xtra Savings card is swiped and participants meet the qualifying criteria, the Participant will receive a till slip

where the entry is printed and confirmed. Participants must keep the original till slip as proof of purchase and for verification purposes.

11. Participants may enter multiple times during the competition period provided that each entry is associated with a separate valid purchase and swipe.
12. Participants will only be eligible to win once during the entire Competition Period.
13. A Participant who has previously won a prize in any competition run by the Promoter in the last 3 (THREE) months shall not be eligible to win a prize in this competition
14. Data charges may be applicable, and errors will be billed. Network charges are for the Participant's own account.
15. This prize does not include any additional products and services including but not solely limited to such products and services such as maintenance plans, insurance. Any and all tax implications and liabilities as a result of winning the Prize will be borne solely by the Winner. Any expenses incurred by winner/s, other than the items listed in the prize will be for the winner/s own account.
16. The Winner will be required to provide the Promoter with all information and documentation as may be necessary upon request to arrange and enable including but not limited to verification and delivery. All risk shall pass to the winners on delivery of the prize. Any expenses incurred by the winner/s, other than the items listed in the prize will be for the winner/s own account.
17. Artwork and visuals are for illustrative purposes only.
18. Risk and benefit will pass to the winner upon collection of the prize. The Promoter does not warrant that any prize will be free from defects. the Promoter and/or its directors, members, partners and employees shall not be liable in any way whatsoever for any loss, damage or costs, howsoever arising, suffered by a winner of any of the prizes and/or its use in this promotional competition.
19. Any prize not taken up for any reason within two months of notification will be forfeited and Promoter reserves its right to select another finalist in accordance with the rules as set out herein and subject to verification to be declared at winner.
20. All winners will be required to provide their names, ID numbers, drivers licenses, physical address for delivery and contact details and to sign an acknowledgment of receipt of the prize.
21. Finalists will be selected by means of a random draw 4 (FOUR) weeks from closing date of the competition and will be notified telephonically by the Promoter or its nominated agent. Finalists will be required to verify their details. The Promoter or its nominated agent will endeavor to contact the prize winner once every day for 5 (FIVE) consecutive working days after their name is drawn. If the finalist cannot be contacted during this period, the Promoter will select a backup finalist subject to verification to be declared a final winner.
22. The prize includes delivery, and winners will be required to provide the promoter with a valid day time delivery address to enable delivery. The prize will not be handed/awarded to a third party, but only to the verified prize winner in accordance with the rules as set out herein.
23. Delivery shall occur within 12 weeks following the successful verification and declaration of the winner(s). Any delay in delivery shall be communicated to the winner(s) to facilitate appropriate arrangements.

24. A copy of these rules can be found on the following website [www.checkers.co.za](http://www.checkers.co.za) throughout the period of the competition.
25. Xtra Savings card membership and participation is subject to the Checkers Xtra Savings terms and conditions which may be viewed by following this link <https://www.checkers.co.za/Xtra-Savings-TermsAndConditions>
26. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy which may be viewed by following this link <https://www.perfettivanmelle.com/services/privacy-cookies/>
27. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
28. 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. Responsibility is not accepted for entries lost, damaged or delayed because 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.
30. 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 frequently falsifying data.
31. No applications from agents, third parties, organized 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.
25. Any attempt to use multiple e-mail or Facebook accounts or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes inter alia but not limited to generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
32. The prize is not exchangeable for cash and is not transferrable.
33. The Promoter reserves the right, at its sole discretion, to substitute the prize with any other prize of comparable commercial value for whatsoever reason.
34. The Promoter reserves the right to use the images taken of the winner for publicity purposes in any manner they deem fit, without remuneration being made payable to the winner. However, the winner has the right to object to these images being used by written notification to the Promoter.
35. The winner's name may be announced and published on the Promoter's social media pages, which includes Facebook, Instagram, and Twitter (X) pages. This contest is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram or Twitter. You understand that you are providing your information to the Promoters and not to Facebook, Instagram or Twitter. The information you provide will be used for email communications for future Competitions should you opt in for future contact.
36. The Promoter shall have the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all participants

agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents.

37. In the event that the prize is not available despite the Promoter's reasonable endeavors to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
38. Neither the Promoter, its agents, its 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.
39. The judges' decision is final, and no correspondence will be entered into.
40. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
41. By participating in the Competition, you consent to the transfer, storage, and processing of your personal information. You may withdraw this consent at any time by written notification to the Promoter. The Promoter and its affiliates will collect and use the personal information listed herein (a) to enable your participation in this promotional competition; (b) for activities related to this competition; (c) for the Promoter's, its affiliates and subsidiaries' marketing purposes; and (d) for communication to you about products and product offers of the Promoter.
42. The Promoter will not use the personal information for a different purpose without first obtaining your permission. The Promoter keeps personal information to fulfil the purposes for which it was collected or as required by applicable laws or regulations and the Promoter's privacy policy. Save for the Promoter's affiliates and the Promoter's service providers for the fulfilment of (a), (b) and (c), the Promoter will not allow third parties to use your personal information. You further agree that your personal information may in appropriate circumstances reside outside of South Africa, and you hereby agree to the transfer of your personal information to locations outside of South Africa and the use of your personal information in such locations as described in this clause.
43. If you require any help or have any enquiries, please contact the Promoter's customer helpline <https://www.mentos.co.za/contact-us>