Strongbow Coachella Competition Terms and Conditions

By entering this Promotion, entrants will be deemed to have accepted, and will be bound by, these Terms and Conditions and by any other requirements set out in related promotional materials. This will be strictly enforced by the Promoter. These Terms and Conditions ("Terms and Conditions") prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

The Promoter takes data protection seriously. By entering this Promotion, entrants confirm that they have read the Privacy Policy and agree to the Terms and Conditions of the Promotion. By submitting any information required as part of entry into the Promotion, entrants agree to their information being held and processed in accordance with the Data Protection Laws of South Africa.

Protecting participants' personal information is important to Shoprite Checkers (Pty) Ltd. For more information, please refer to the data privacy statement on their <u>website</u>.

The following detailed terms must be clearly understood by each entrant and by entering the competition are accepted.

- 1. The promoter is Signal Hill Products (Pty) Ltd ("the Promoter") a registered South African Company with registration details:2013/035584/07.
- 2. This promotional competition ("Competition") is open to all South African residents of 18 (eighteen) years and older, residing in South Africa, who are in possession of a valid identity document and passport, or other documentary proof of South African residency.
- 3. 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.
- 4. This Competition will start on 14 October 2024 ("start date") and end on 1 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.
- 5. To enter the Competition a participant must:
 - 5.1 Be an Xtra Savings member, with an activated Xtra Savings card;
 - 5.2 Purchase any six pack of Strongbow 440 ml cans or 330, NRBs ("qualifying products") in store, from any Checkers Liquorshop nationwide during the campaign period; and
 - 5.3 Swipe your Checkers Xtra savings card and receive an automatic entry.
- 6. Participants must keep their till slip as proof of purchase and 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 any fraudulent activity takes place or code manipulation is suspected.
- 7. There will be 1 (one) winner who will be selected to receive the prize, which will include a trip for two (2) to the Coachella Festival in California in 2025. The prize is not transferrable for cash and will only be valid if the winner is in possession of a valid South African passport and can supply all the relevant and required documentation required to ensure successful visa application can be completed in order to fulfill the prize. The Winner will be selected by the Administrator as appointed by the Promoter. In the event of any dispute regarding the rules, conduct or the result, the Promoter and/or judges' decision will be final, and no correspondence will be entered into.
- 8. The winners will be selected through a random draw from all eligible entries received during the Campaign Period. The draw will be conducted by the Promoter, and the selected winners will be contacted using the contact details linked to their Xtra Savings card. After initial contact, the potential winner(s) will be required to undergo a verification process to confirm their eligibility to claim the prize. The Promoter will request all necessary documentation to verify the identity, eligibility, and compliance with these Terms and Conditions. This may include, but is not limited to, a valid South African passport, proof of residence, and any other relevant documentation deemed necessary by the Promoter. The winner(s) will have **one (1) week** from the date of the request to submit all required documentation. Failure to provide the requested documents within this period will result in the winner forfeiting their claim to the prize, and a new winner may be selected in accordance with the same verification process. By entering the competition, participants agree to take full accountability

for providing the necessary documentation for verification purposes. The Promoter accepts no responsibility for incomplete, incorrect, or late submissions of documentation by the winner(s). The prize includes two (2) tickets to the Coachella Festival, two (2) return flights to California, accommodation, selected meals and drinks during the trip, and the costs of visa applications. All other costs and expenses, including but not limited to additional meals, personal expenses, travel insurance, and any other incidentals not expressly covered by the prize, will be at the expense of the winner and their guest. The prize is non-transferable, non-exchangeable, and cannot be redeemed for cash. Should the winner(s) be unable to travel on the specified dates, they will forfeit the prize, and no alternative arrangements or compensation will be provided.

- 9. Entries which are late, incomplete, misspelt, or incomprehensible are void and will not be entered into this Promotion, nor will they be contacted.
- 10. All entrants will be deemed to have accepted and understood these Terms and Conditions and be bound by them. This will be strictly enforced by the Promoter.
- 11. Failure to adhere to these Terms and Conditions may result in disqualification from the Promotion and forfeiture of the Prize. This shall be at the sole discretion of the Promoter and no correspondence will be entered into.
- 12. Participants understand and agree that they may win a prize, but there is no guarantee that they will win a prize.
- 13. A copy of these rules can be found on the following website www.termsconditions.co.za during the Campaign Period or can be obtained by phoning 080 001 0709.
- 14. By entering this Competition and as a condition to receive a prize, participants:
 - Consent to the processing of their personal information by Shoprite Checkers (Pty) Ltd, 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 publicly and deliver the prizes. Winners will be given the opportunity to consent to further processing of their personal information;
 - a. Where applicable, waive their moral rights and grant Shoprite Checkers (Pty) Ltd and 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 and intellectual property created and/or published/posted by the participants in the submission of their competition entry. Shoprite Checkers (Pty) Ltd and the Promoter will be entitled to use and edit the intellectual property in any manner and in its sole discretion, for an indefinite period of time and in any territory where it trades. Participants will not during or after the closing date of the Competition dispute or question such copyright and usage;
 - b. Where applicable, waive any right to demand royalties, usage fees or any other form of compensation or payment for the use of intellectual property in the participant's entry;
 - c. Consent that their names be announced publicly by Shoprite Checkers (Pty) Ltd and the Promoter on any platform that they deem fit.

Neither Shoprite Checkers (Pty) Ltd, the Promoter nor its agents or suppliers will be liable for the failure of any technical element relating to this Competition. The Promoter reserves the right to withdraw or amend this Promotion, Prize and or these Terms and Conditions in the event of any unforeseen circumstances without notice.

- 12. 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. If the prize is not fulfilled in its entirety the winner will waiver all rights to the given prize.
- 13. The Promoter in its sole discretion is entitled to disqualify any winner if any of the following has occured:
 - a. Who has won a prize in a competition conducted by the Promoter or Shoprite Checkers (Pty) Ltd during the last 3 months before the winners of this Competition is drawn; or
 - b. 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.
- 14. 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.
- 15. Prizes are not transferable and may not be deferred or exchanged for cash, credit or otherwise.
- 16. 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 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.
- 17. 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.
- 18. 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.
- 19. The judges' decision is final, and no correspondence will be entered into.
- 20. Participation in this Competition constitutes acceptance of, and an agreement to comply with these terms and conditions
- 21. 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.
 - 22. Dates are subject to change.
 - 23. Winners may be required to undergo a background check due to the Visa application process necessary to accept and recieve the winning prize.
- 24. 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.
 - 25. This Promotion is in no way sponsored, endorsed or administered by, or associated with any third-party manufacturer and/or brand owner of the Prize. The information you provide will only be used for communication associated with this Promotion or for further brand communication if the entrant has specifically opted in to receive this.