

WINDHOEK Cooler Box Competition Giveaway

COMPETITION RULES

1. Introduction

- 1.1 This promotional competition is organised by Heineken Beverages (South Africa) (Pty) Ltd (“the Promoter”).
- 1.2 The promotional competition is open to persons over the age of 18 years except any employee, director, member, partner, agent or consultant or any person directly or indirectly, who controls or is controlled by the Promoter, immediate family members, advertising agencies, advisers, dealers, suppliers and/or associated companies, and/or a participant who has won a prize through a promotional competition run by the Promoter at least three months prior to the announcement of the winner of the Prize (“Disqualified Persons”).
- 1.3 By entering the promotional competition, all participants and winners agree to be bound by these rules which will be interpreted by the Promoter, whose decision regarding any dispute will be final and binding. The Promoter reserves the right to amend, modify, change, postpone, suspend, or cancel this competition and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deems necessary.

2. Duration and how to enter

- 2.1 The promotional competition commences on 1 September 2024 and ends on 30 September 2024, both days inclusive. Entries received after the closing date will not be taken into consideration.
- 2.2 One participant stands a chance to win a Windhoek Branded Cooler box to the value of R8 495 filled with Windhoek Draught/Lager 4(6x440ml). The prize does not include travel and/or accommodation.
- 2.3 To be eligible for the Prize, participants must buy 2 x 6 packs of Windhoek Draught/Lager and will automatically be entered into the competition.
- 2.4 Winners will be determined by random draw from all of the entries received during the competition term and notified by the Promoter or its nominated agent by social media by no later than 11 October 2024. The Prize is non-transferable and cannot be exchanged for cash. The Prize will be couriered to the winner within 5 days of acceptance of the Prize.
- 2.5 Winners will be required to provide their proof of identity to verify that they are above the age of 18.
- 2.6 If the potential winners do not claim the Prize or submit the required information on or before 18 October 2024, the potential winners will be deemed to have rejected the Prize and it shall revert back to the Promoter.

- 2.7 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.
- 2.8 Winners accept that the Promoter, may, at its own discretion publicise the names of the winners. Winners grant permission for the Promoter to use their names and photographs in any advertising and promotional material for this promotional competition. Winners may ask that their names be removed or refuse to take part in any publicity. Participants and Winners will not receive any payment for taking part in the promotional competition or taking part in any media format related to it. All and any materials, including publicity materials will be the sole property of Heineken Beverages.
- 2.9 Responsibility is not accepted for entries lost, damaged, or delayed because of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
- 2.10 All participants and the winners, as the case may be, indemnify the Promoter, its advertising agencies, advisers, nominated agents, suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this promotional competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoter) and/or use of the Prize.
- 2.11 Under the Consumer Protection Act (“CPA”), the Promoter must keep records of all the people used to promote the promotional competition. The Promoter (or one of our subcontractors or affiliates) will keep this agreement for three years to serve as the record as required by the CPA.

3. Social media platforms

- 3.1 If social platforms are used for this promotional competition, it is hereby declared that the promotional competition is in no way sponsored, endorsed, or administered by, or associated with WhatsApp, Facebook, Instagram or any other social media platform that may be used to promote the competition. Participants acknowledge that they are providing information to the Promoter and its agents only and not to WhatsApp, Facebook, Instagram, or any other social media platform.
- 3.2 Where applicable, all participants in this promotional competition release WhatsApp, Facebook, Instagram, and all other social media platforms of all liabilities for and claims arising out of or in connection, including any damage you may suffer with this promotional competition and these terms and conditions.
- 3.3 A copy of the competition rules is available at www.windhoekbeer.com

4. Dispute resolution

- 4.1 The Promoter’s decision is final, and binding and no correspondence will be entered into if any dispute arises in relation to the interpretation of the competition rules, However, any party may use other dispute resolution channels provided for by the CPA or other law.

4.2 This clause is separate and divisible from the rest of these rules and stays effective even if this promotional competition ends or if the rules are invalid.

5 Personal Information

5.1 The participant understands and agrees, the Promoter must collect and process personal information about the participant to conduct this promotional competition. This processing may include publication.

5.2 By entering this promotional competition, the participant consent to the processing of his/her personal information. The Promoter may further process personal information about the participant for purposes of marketing the Promoter's goods directly to the participant.

5.3 Should the participant be a winner of the competition; the participant agrees that Promoter may publicise the details of winner. Such details include the limited personal information for this purpose and to the extent permissible in law.

5.4 Any processing of personal information as defined by the Protection of Personal Information Act 2023 (Act 4 of 2013) the Electronic Communications and Transactions Act, 2002 (Act 25 of 2002) (the Privacy Legislation) shall be in terms of the applicable Privacy Legislation. Furthermore, the processing of Personal Information shall, be in terms of our Privacy Policy available at [Microsoft Word - Privacy Policy Heineken Beverages 05 06 2023 \(distell.co.za\)](https://www.distell.co.za/word-privacy-policy-heineken-beverages-05-06-2023)

6. General Rules

6.1 By taking part in this promotional competition, participants agree that they will not hold the Promoter liable for any losses, harm, damages, injury, claims, or actions related to this promotional competition. The Promoter is not liable for any failure of any technical element relating to this promotional competition that may result in an entry not being submitted.

6.2 Force majeure. No party will be responsible for any breach of this agreement caused by circumstances beyond its control.

6.3 These rules, including the duration of this promotional competition, can only be reasonably changed (or superseded) by the Promoter in a written revision to these rules posted on the competition website or any other potential official competition communication methods the Promoter uses to reach a majority of potential participants.

6.4 Income or other taxes relating to the prizes, if any, are the sole responsibility of the prize winner.

6.5 South African laws govern this promotional competition.

6.6 If the Promoter needs to, because of legislative or regulatory reasons, the Promoter may terminate this promotional competition immediately and without notice. If this happens participants will not have any claim against the Promoter.