

## JW Black & Red Competition Terms and Conditions

1. The promoter is Diageo (“the Promoter”).
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, passport, or other documentary proof of South African residency. 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.
3. This Competition will start on 2 September 2024 (“start date”) and end on 13 October 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. To enter the Competition, a participant must:
  - 4.1 Be an Xtra Savings member, with an activated Xtra Savings card to qualify;
  - 4.2 Purchase any 1 (one) bottle of Johnnie Walker Black or Red Whiskey (“qualifying product”) in one transaction, in-store from any Checkers or Shoprite LiquorShop nationwide in South Africa to gain an automatic entry into the competition; and
  - 4.3 Swipe their Xtra Savings card when purchasing the qualifying product in store during the Campaign Period.
5. Participants must keep their till slip as proof of purchase.
6. Participants 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 fraud or code manipulation is suspected.
7. There will be 138 (one hundred and thirty-eight) winners in total who will randomly receive Apple products. 50 (fifty) winners will be selected from Shoprite stores and 88 (eighty-eight) winners will be selected from Checkers stores.
8. The prizes will be either an Apple watch valued at R5999,00 (five thousand nine hundred and ninety-nine rand), or Apple EarPods valued at R2499,00 (two thousand four hundred and ninety-nine rand), or an Apple speaker valued at R2499,00 (two thousand four hundred and ninety-nine rand).
9. Winners will have 1 (one) calendar month to redeem the prize. Failing which, the prize shall be deemed forfeited and an alternate winner shall be selected.
10. Participants understand and agree that they may win a prize, but there is no guarantee that they will win a prize.
11. The details of the prize, including but not limited to the colour, style etc. will be entirely at the Promoter’s discretion – the winners will not be entitled to choose their prize.
12. The winners will be randomly drawn by the Promoter’s representatives 7 (seven) days from the closing date. Winners will be contacted directly and 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.
13. A copy of these rules can be found on the following website [www.termsconditions.co.za](http://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:
  - 14.1 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;
  - 14.2 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;
  - 14.3 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;

- 14.4 Sign an acknowledgment of receipt form and provide all relevant information requested by the Promoter's representatives, including but not limited to the winner's full names, proof of identity (ID, passport, or driver's licence), contact details and delivery address; and
- 14.5 Consent that their names be announced publicly by Shoprite Checkers (Pty) Ltd and the Promoter on any platform that they deem fit.
15. 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.
16. The winners will be announced within 10-15 (ten to fifteen) days after the closing date.
17. 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 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 to the fullest extent possible. Any item or value unused 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 or Shoprite Checkers (Pty) Ltd during the last 3 (three) 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 or cheating is suspected, including without limitation, through the manipulation of code or falsifying of data.
20. 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.
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 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.
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 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.
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 Shoprite Checkers (Pty) Ltd. For more information, please refer to the data privacy statement on their [website](#).
29. 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.

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