

Makro Competition Rules - Flying Fish Scooter Promotional Competition

- 1 This promotional competition ("competition") is organised by Makro (Masstores (Pty) Limited, trading as Makro SA (registration number: 1991/006805/07)) and The South African Breweries (Proprietary) Limited ('the promoter/s').
- 2 The competition commences on 25 October 2016 and ends on 25 November 2016 ("competition period").
- 3 For the purpose of this competition "customer" or "you" means the natural person, whose name, contact telephone number and South African Identity number are reflected on the Makro SAP Customer Relationship Management system ("SAP CRM 7 system") at the time of the draw and whose details are attached to the Makro card used to purchase the product of the participating brand from Makro.
- 4 All commercial customers must take note of the fact that the prize will be awarded to the natural person as stipulated in these rules and that the prize will not be awarded to any legal entity. It is therefore the customer's obligation to ensure that the correct people's details are recorded on the SAP CRM 7 system to represent the legal entity.
- 5 Entry into the competition is automatic, using your details and the actual purchasing data on the Makro SAP CRM 7 & BI systems and you will be entered provided that:
 - 5.1 you are a natural persons over the age of 18;
 - 5.2 you are in possession of your valid South African ID book;
 - 5.3 your complete, accurate and up to date name, contact telephone number and South African identity number are captured and appear on the Makro SAP CRM 7 system;
 - 5.4 you identification can be verified through their South African identity book;
 - 5.5 you are not a director, member, partner, employee, agent or consultant to Makro or SAB, or any marketing service provider in respect of the promotional competition or any other person who directly or indirectly controls or is controlled by the promoter/s or suppliers of goods or services in connection with this competition, or the spouse, life partner, parent, child, brother, sister, business partner or associate of such a person;
 - 5.6 it is not unlawful to supply the prize to you in terms of any legislation or public regulation and Makro reserves the right to require proof that it will not be unlawful to supply a prize (for example to request the winner of a TV to provide his TV license to Makro before they can hand over the prize).
- 6 Your entry into the competition means that you agree and understand that you are bound by all the competition rules, and that you will stand a chance to win a prize only and that there is no guarantee that you will be receiving any prize.
- 7 You will be automatically entered into the draw to stand a chance to win a Flying Fish branded scooter, when you purchase a case or more of Flying Fish 440ml CANs or 330ml NRB from any participating Makro store during the competition period, and swipe your valid Makro card.

- 8 There is only one Prize to be won in this competition. Valid entries will be collected from all participating stores and will be included in the random draw.
- 9 The winner/s will be randomly drawn/selected from eligible entrants for the relevant period, one week after the closing date of the competition. An independent third party will select the winner(s).
- 10 If the competition entails a prize for each store and there are no entries for a particular store, a second winner will be selected from the store with the most entries.
- 11 Although we have taken care to make sure that the prize/s is/are of a good quality, we do not give any warranties about the prize/s and you agree to accept the prize/s "as is".
- 12 **Indemnity:** Subject to applicable law, you indemnify the promoters, and their respective associated companies (directors, officers and employees) and agents, against any damages that anyone may suffer as a result of, or in any way related to, participation in this competition, and/or the prizes or of this competition, including consequential and economic loss.
- 13 The purchase price, excluding VAT and excluding the price of any returns of qualifying products as reflected in the Makro SAP BI system will be utilised to determine the consumer's expenditure for purposes of entering the competition.
- 14 The consumer's entry will be withdrawn if any goods purchased in connection with the competition be returned by the consumer.
- 15 Subject to these rules, the person/s whose Makro card number is drawn and whose details appear on the SAP CRM 7 system against that card number, will be the winner/s of the prize, provided that the person/s was/ were eligible to enter into the competition in terms of clause 5.
- 16 It is your responsibility to ensure that your personal contact details captured on the SAP CRM 7 system are complete, accurate and up to date.
- 17 The winner/s of the prize/s will be notified by Makro on the contact details on the SAP CRM 7 system recorded against the selected card number within 2 weeks of the competition closing date. Once the winner/s has/have been contacted, their details will be published on the Makro website. If the contact number on the SAP CRM 7 system does not exist or does not belong to the chosen winner/s, a new winner will be redrawn immediately under the same conditions. If the winner/s contact number/s is/are repeatedly engaged, just ring/s or go/es to voicemail, Makro may in its discretion re-draw a new winner.
- 18 In order to be eligible for the prize, the Winner will be required to be in possession of a valid South African driver's licence for the class of vehicle (scooter).
- 19 The Winner will need to be available for the handover of the vehicle. The handover will take place at the place and time, as stipulated by the promoters. Transport to the handover is not included.
 - 19.1 The vehicle needs to be insured by the winner prior to leaving the venue where the prize is handed over;
 - 19.2 The vehicle will only be handed over to the winner, provided that the winner has complied with the below conditions (which are agreed by the winner to be

reasonable in the circumstances). Prior to handover of the vehicle, the winner will be required to:

- 19.2.1 sign the indemnity and prize acceptance as provided and required by the promoters and the vehicle dealer, and agreement to these rules;
 - 19.2.2 provide the promoters and the vehicle dealer with valid written confirmation of insurance cover; and
 - 19.2.3 provide the promoters and the vehicle dealer with a valid South African driver's licence for the class of vehicle (scooter).
- 20 If the winner has failed to collect their prize, at the time arranged with the Makro representative, or within one month of being notified, the winner will forfeit the prize in its entirety, in which event, Makro reserves the right to re-draw a new winner.
- 21 In the event of forfeiture of any prize/s for any reasons whatsoever, the winner/s and any other person/s will have no claim against the promoters, their associates or agents for such forfeiture.
- 22 Gift card prizes: if the gift card is misplaced or lost and subsequently used by someone other than the winner, Makro will not replace the gift card and the winner will bear such loss. These gift cards will be subject to all the normal terms and conditions relating to the usage of gift cards in Makro, which can be obtained from www.makro.co.za.
- 23 The value of the prize includes VAT, and the goods will be given to the winner at the ruling price which is available to any customer on the day that they are rung up at the till.
- 24 In order to be eligible to win a prize, customers must not have issued dishonoured cheques, or have overdue payments due to Makro at the time of the draw.
- 25 Any costs or expenses incurred in respect of items not specifically included in the prize/s are for the winner's own account. Makro and its associates if applicable, will not be responsible for any other expenses which the winner/s may incur as a result of their acceptance and/ or use of a prize, whether foreseen or not.
- 26 The prize/s is/are not transferrable and may not be deferred, changed or exchanged for cash or any other item.
- 27 To the extent that any taxes, duties, levies or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner/s will be liable therefore, and Makro will not increase the value of the prize/s to compensate for such charges.
- 28 The winner/s name, card number and town/city will be published on the Makro website and other media. Makro may also decide to publish the winner's image or require that the winner participate. The winner/s may also be required to have their image published and/or to participate in marketing activities, but the winner may refuse both of these from happening.
- 29 Makro reserves the right to vary, postpone, suspend, or cancel the 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 Makro reasonably deems necessary.

- 30 In the event of a dispute, the decision of the competition judges is final and binding and no correspondence will be entered into.
- 31 If the winner/s fail/s to comply with any of these rules or the terms of acceptance of the prizes, or if they refuse to sign the Makro winner/s declaration or the Makro winner/s prize acceptance form, this will be construed as a rejection of the prize and then, without prejudice to any other remedy which Makro, SAB and their respective associates or agents may have, the winner will be automatically disqualified and will forfeit the prize.