

PICK N PAY FLYING FISH SMART SHOPPER COMPETITION

TERMS AND CONDITIONS

1 TERMS AND CONDITIONS

- 1.1 All persons entering the Pick n Pay smart shopper FLYING FISH Competition ("**the promotional competition**") ("**the entrants**") agree that the competition rules as set out in these terms and conditions are binding on them. A copy of these terms and conditions is available at www.picknpay.co.za.
- 1.2 The promoter, Pick n Pay Retailers (Proprietary) Limited, the South African Breweries (Pty) Limited, and any entity in the Pick n Pay Group and SAB Group, their associates, subsidiaries, as well as any of their respective directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotional competition, or any other person who directly or indirectly controls or is controlled by the above named parties and their respective spouses, life partners, business partners or immediate family members are not permitted to participate in this promotional competition.

2 IMPORTANT NOTICE

- 2.1 These terms and conditions and competition rules contain certain terms and conditions which appear in similar text style to this clause and which:
- 2.1.1 may limit the risk or liability of the promoter or a third party; and/or
 - 2.1.2 may create risk or liability for the entrant; and/or
 - 2.1.3 may compel the entrant to indemnify the promoter or a third party; and/or
 - 2.1.4 serves as an acknowledgement, by the entrant, of a fact.
 - 2.1.5 the entrant cannot be a juristic entity and must be an individual;
- 2.2 The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.

- 2.3 Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").
- 2.4 The entrant acknowledges that by submitting his or her entry to the competition he/she has been given an appropriate opportunity to first read these terms and conditions before entering and the he/she understands and agrees to the terms and conditions.
- 2.5 All entrants to this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the promoter and Pick n Pay Stores Limited, the South African Breweries (Pty) Limited, and all entities in the Pick n Pay group and the SAB Group; their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.
- 2.6 Applicable Liquor Laws apply – All entrants, the winner and travel partner must be at least 18 years old to be a valid entrant and eligible for the prize.

3 RULES OF THE COMPETITION

- 3.1 This promotional competition opens on 25 October 2016 and closes on 25 November 2016 ("competition period").
- 3.2 Provided entry is completed in terms of these rules, entrants will stand a chance to win a prize. There are TWO PRIZES as follows:
- 3.2.1 Two x Travel Vouchers for two people to travel together – each voucher to the total value of R25 000.00 (twenty five thousand rand) (i.e. for the winner and one travel partner of their choice, who must also be 18 years or older);
- 3.2.2 The travel must be booked and managed by SAB's appointed travel agent partner;
- 3.2.3 The travel voucher is valid for a period of twelve (12) months from the date of being awarded to the winner.

- 3.2.4 The total trip cost for both travellers cannot exceed the total allocated budget of R25 000.00 (twenty five thousand rand), and will exclude all personal expenses, such as telephone, laundry, transport, or any other excursions, meals/drinks, or expenses that are not stipulated in the itinerary as being covered, travel insurance; foreign exchange, or spending money, as well as costs excluded in terms of the travel booking itinerary rules. SAB will not be held liable for any flights missed during the trip.
- 3.2.5 All excluded items will be for the account of the Winner and travel partner (whichever is applicable) and SAB will have no liability for those costs whatsoever.
- 3.2.6 The winner and the travel partner will need to be in possession of a **valid passport** and will need to obtain the necessary Visa/s in order to redeem their prize. The winner and travel partner will be solely responsible for all costs and arrangements in connection with obtaining a valid passport and visa/s each.
- 3.2.7 If the winner is unable to obtain a valid passport and/or visa and/or cannot depart from the relevant airport for the trip at the time stipulated by the travel itinerary rules, this will result in forfeiture of the entire prize. Neither the winner nor travel partner will be entitled to any part of the prize. Forfeiture is without any compensation whatsoever and a new winner will be drawn from the eligible entries received in terms of clause 7 below (subject to the time and logistics being feasible).
- 3.2.8 If the travel partner is unable to fulfil the passport and/or visa requirements or is unable to depart from the relevant airport for the trip at the time stipulated by the travel itinerary rules, this will result in the winner having to select another travel partner who can fulfil all these requirements (provided that there is sufficient time to fulfil the passport and visa requirements), or to travel alone. Forfeiture is without any compensation whatsoever.
- 3.3 Prizes are not transferable and may not be exchanged for cash in any currency, or for any other prizes.
- 3.4 In order to qualify as an entrant for this promotional competition:
- 3.4.1 the entrant must live in the Republic of South Africa;
- 3.4.2 the entrant must provide correct and full personal details, as required; and

- 3.4.3 the entrant must be 18 years old or older.
- 3.4.4 the entrant cannot be a juristic entity and must be an individual;
- 3.5 To be entitled to one entry into the promotional competition, Participants/entrants must: -
 - 3.5.1 Purchase 12 units or more of any of the following FLYING FISH Flavoured Beer: Either 12 x 440ml cans, or 12 x 330ml bottles, or more, of Flying Fish flavoured beer and swipe their Pick n Pay smart shopper card, from a participating Pick 'n Pay liquor outlet, during the competition period, while stocks last.
- 3.6 Entrants may enter the promotional competition as many times as they wish provided they purchase the products stipulated above and swipe their smart shopper cards at each purchase.
- 3.7 Each properly completed transaction constitutes one entry.

4 SELECTION OF WINNERS

- 4.1 Winners will be selected by way of a random draw by the Promoter within a reasonable time after the end of the competition period.
- 4.2 Winners will be contacted via email or telephonically by Pick n Pay's agency. Pick n Pay reserves the right to disqualify a winner if he/she does not respond to the email or telephone call within one week of winner selection and randomly select a replacement winner from the competition entries. In such circumstances, the replacement winner shall be contacted via email or telephonically by Pick n Pay as soon as reasonably practicable and shall be required to respond to Pick n Pay in the manner set out in such correspondence. In the event that the replacement winner fails to respond to Pick n Pay as required, then the provisions of this clause shall apply to that new winner in the same way as if he/she were the original winner. If the selected winner does not have any contact details a redraw will need to take place immediately. All entrants agree that they will have no recourse against the promoters, Pick n Pay, SAB or their respective advertising agencies, advisors, suppliers and nominated agents in the event of any forfeiture of, or change to, the prize or any part thereof.
- 4.3 Pick n Pay reserves the right to amend the terms and conditions as well as terminate the

Competition at any time. In the event of such termination, all participants agree to waive any rights that they may have in terms of the Competition and acknowledge that they will have no recourse against Pick n Pay, SAB or their respective advertising agencies, advisors, suppliers and nominated agents.

- 4.4 Promoter may make media announcements / publications of the names / photographs of Winner and travel partner, provided that either of them may expressly elect to decline this. Promoter reserves the right to carry out audits in respect of any Winner/s/travel partner (e.g. age verification) to verify their eligibility and the validity of the winner's entry.
- 4.5 All Participants, including Winners and travel partners, indemnify Promoter, Pick n Pay Retailers (Proprietary) Limited, the South African Breweries (Pty) Limited, and any entity in the Pick n Pay Group and SAB Group and their respective associated companies (directors, officers and employees) and agents, against any / all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from their participation in any way howsoever in this Competition.

5 GENERAL

- 5.1 By entering the competition in accordance with its terms, you are entering a promotional competition for the purposes of the Consumer Protection Act, 2008 ("**CPA**") and the promotional competition will be conducted in accordance with the relevant provisions of the CPA. Should you win a prize in the competition, you undertake to expeditiously do all things necessary to enable the promoter/sponsor to comply with its obligations under the CPA including, but not limited to (i) providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize upon its delivery.
- 5.2 The names of the prize winners will be published on the Pick n Pay & FLYING FISH websites.
- 5.3 Winners may be requested to take part in the promoter's publicity campaigns or to allow their names and likenesses to be used by the promoter for promotional purposes. Winners are, however, entitled to decline such request.
- 5.4 The promoter shall conduct the competition, and the promoter's decision on any matter related to the competition, including the selection of prize winners is final and no

correspondence will be entered into.

- 5.5 Any queries in this regard, and a copy of these rules can be found at www.picknpay.co.za by calling the consumer services division on 0800 11 22 88 during office hours throughout the period of the competition.