

**HIGHLIFE COMPETITION / Imagin Gin**  
**Win a trip for 2 to the Maldives**

**TERMS & CONDITIONS**

1. The promoter is THE SPAR GROUP LTD (Company Registration Number: 1967/001572/06) (“the Promoter”) along with those of its suppliers (“Suppliers”) which supply any of the prizes to be won (“Prizes”).
2. The “Suppliers” being referred to as Warshay Investments (Pty) Ltd ta KWV, 2021/018 792/07
3. The promotional competition (“Promotion”) is open to all South African residents who are 18 years old or older and are in possession of a valid identity document.
4. The Promotion is not open to any director, member, partner, employee, agent of, or consultant to, the Promoter or the SPAR Guild of Southern Africa NPC or the Build It Guild of Southern Africa NPC or the Promoter’s marketing service providers or the Suppliers of the Promoter which supply any of the Prizes 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.
5. By entering this Promotion, participants (“Participants”) will be deemed to have accepted, and will be bound by, these terms and conditions which will be interpreted and construed in accordance with the laws of the Republic of South Africa. Any information relating to this Promotion and published on any Promotional material will, unless it conflicts with these terms and conditions, form part of these terms and conditions.
6. **The Participants acknowledge that the Prizes are supplied by the Promoter and/or the Promoter’s suppliers. The Participants further acknowledge that entering this Promotion and/or winning any Prize is subject to the separate terms and conditions in respect of that Prize (“Prize T&Cs”) of either the Promoter or the Supplier which supplied the relevant Prize (as the case may be), as read with these terms and conditions. In other words, the Participants will be deemed to have accepted, and will be bound by, the Prize T&Cs in respect of the relevant Prize. If there are any conflicts between these terms and conditions and the relevant Prize T&Cs, then these terms and conditions shall apply. The various Prize T&Cs may be viewed at [www.topsatspar.co.za/HighLife](http://www.topsatspar.co.za/HighLife)**
7. By entering this Promotion, Participants agree to receive future marketing material from the brand/s on promotion. However, a Participant has the right to unsubscribe from receiving marketing material or request the Promoter to delete their information by contacting the SPAR Customer Care Share Call number 0860 313 141.
8. All personal information (‘Personal Data’) supplied by participants shall be processed in accordance with South African data protection legislation and the Promoter’s Privacy Policy.

9. This Promotion is open from 9 August 2022 and ends at 00h01 on 3 October 2022. Any entries received after the closing date and time will not be considered.

10. HOW TO ENTER:

10.1. Buy a Imagin Classic London Dry Gin 750ml or Imagin Citrus Gin 750ml participating in the HIGH LIFE competition from any TOPS at SPAR stores, dial \*120\*11118# and follow the prompts. By submitting any of his/her personal information, the Participant will be deemed to consent to the Promoter processing that personal information in accordance with the provisions of the Protection of Personal Information Act.

10.2. USSD charged at 20c per 20 seconds.

10.3. To qualify Buy a Imagin Classic London Dry Gin 750ml or Imagin Citrus Gin 750ml.

10.4. Qualifying products are also depicted on in-store advertising material. A list of these qualifying products is also available on [www.topsatspar.co.za/HighLife](http://www.topsatspar.co.za/HighLife).

11. Participants must enter in their correct contact details. All entries with the correct contact details will be valid for the duration of the Promotion.

12. The prize is a Travel voucher to the value of R60 000 inclusive of VAT and for one person only.

12.1. 12.1 This prize includes, 1 x Travel voucher and this voucher will need to be used at the chosen vendor of KWV's choice. All other expenses exceeding the value of R60 000 will be for to the winners account. Travel voucher will expire 26 July 2023. Travel packages will depend on availability and season.

12.2. Delivery of prize (within South Africa)

12.3. The price does not include any item not detailed above.

12.4. The Winner is responsible for its own travel documents

12.5. Any additional cost due to cancelation/delayed arrangement resulted from Covid 19 regulations will be for the winners account.

13. The promoters will not be held liable for any unforeseen costs involved in partaking in this competition incurred by the entrant. This includes, but is not limited to, all costs involved in entering the competition, interacting with the partners during or after the promotion, or costs involved in the acceptance of the prize.

14. Prizes: There are various Prizes available to be won. These Prizes may be viewed at [www.topsatspar.co.za/HighLife](http://www.topsatspar.co.za/HighLife). The actual Prizes may differ from the images shown on the website or other Promotional material.
15. In the event that any Prize is not available despite the Promoter's reasonable endeavours to procure the Prize, the Promoter reserves the right to substitute the Prize with a prize of equal value.
16. The Participants accept the Prizes at their own risk.
17. The Promoter will be responsible only for those costs which these terms and conditions expressly state that the Promoter will pay.
18. The Promoter will not be liable for any faults, recalls, damage or loss of, or to, any Prizes handed over to a winner.
19. To the fullest extent permitted by law, neither the Promoter, its associated companies, nor any directors, officers or employees of such nor their partners or agents supporting the Promotion nor the SPAR Guild of Southern Africa NPC nor the Build It Guild of Southern Africa NPC nor any member of the SPAR Guild of Southern Africa NPC or of the Build It Guild of Southern Africa NPC shall be responsible for any loss, damage or injury whatsoever suffered by any Participant or winner or any other people (including but not limited to any direct, indirect, consequential, special, punitive or incidental loss or damages) or for any personal injury (whether physical or mental) suffered or sustained by any Participant or winner or any other people as a result of, or in connection with, the Promotion or the acceptance or use of any Prize.
20. The Promoter will endeavour to contact winners using the contact details provided. If a winner has given incorrect contact details or does not collect his/her Prize at the specified time and place, the Promoter reserves the right to select another winner in accordance with these terms and conditions.
21. The Promoter may publish each winner's names and/or images in any advertising and Promotional material or digital media for this Promotion and any other future competitions/promotions, provided that the winner has given her/his consent thereto. Should the winner so consent, he/she will have no claim to any compensation or payment in respect of the use of his/her names and/or images.
22. A copy of these terms and conditions can be obtained from the Consumer Call Centre on telephone number 0860 31 31 41 or viewed at [www.topsatspar.co.za](http://www.topsatspar.co.za)
23. Participants to whom Prizes will be awarded will be selected through a random draw. The judges' decision is final, and no correspondence will be entered into.
24. Winners will be informed when and where to collect their respective Prizes. Winners must produce their till slip as proof of purchase in order to claim the Prize.
25. Prizes are not transferable nor can they be exchanged for cash.

26. Failure to claim a Prize or a refusal or inability to supply required documentation or to comply with any of the Promotion requirements **within 72 hours** will disqualify the winner of the Prize and a new winner will be selected/drawn in terms of these terms and conditions.
27. The Promoter does not make any representation or give any warranties, whether expressly or implicitly, with regards to any Prize and, in particular, without limitation, makes no representations and gives no warranty that any Prize or any aspect of it, will –
  - 27.1. meet the Participant's requirements, preferences, standards, or expectations; or
  - 27.2. be satisfactory and readily available for collection.
28. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever (including, without limitation, as a result of any network, computer or cell phone hardware or software failure of any kind). Proof of sending will not be accepted as proof of receipt. The Promoter shall not be responsible for the failure of any technical element relating to this Promotion that may result in an entry not being successfully submitted.
29. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise falsifying data.
30. 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.
31. Any attempt to use multiple cell phones or other tactics to enter more than the stated limit may result in disqualification and all associated entries will be void. Entries generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, entering service sites or any other automated means or entries by any means that subvert the entry process or do not conform to the terms or spirit of these terms and conditions, will void the entry and may disqualify the Participant.
32. The Promoter shall have the right to change or terminate the Promotion immediately and without notice, if deemed necessary in its sole discretion and if circumstances arise which are outside of its control. In the event of such change or termination, all Participants agree to waive any rights that they may have in respect of this Promotion and acknowledge that they will have no recourse against the Promoter or its agents or Suppliers.
33. Should any dispute arise in relation to the interpretation of the Promotion and/or its terms and conditions, the Promoter's decision shall be final and binding, and no correspondence shall be entered into.

34. In the event that any of the terms and conditions contained herein are found to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms of these terms and conditions, which will continue to be valid and enforceable.

35. The judges' decision is final and no correspondence will be entered into.