

KWV5 SMART SHOPPER COMPETITION

TERMS AND CONDITIONS

1 TERMS AND CONDITIONS

- 1.1 The promoters of this competition are Pick n Pay Retailers Pty Ltd (registration number: 1973/004739/07) a company incorporated in the Republic of South Africa and has its registered address at 101 Rosmead Avenue, Kenilworth, 7708 ("**Pick n Pay**") and Washy Investments (Pty) Ltd (registration number: 2012/018792/07) a company incorporated in the Republic of South Africa and having its registered address at PO Box 528, Southern Paarl, 7624 ("KWV"). KWV and Pick n Pay shall alternatively be referred to as the "**promoters**").
- 1.2 All persons entering (the "**entrants**") the Pick n Pay and KWV5 ~~Smart Shopper~~Firesmith Competition (the "**promotional competition**", alternatively the "**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

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 acknowledgment of a fact by the entrant.**
- 2.2 **The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.**
- 2.3 **The entrant cannot be a juristic person and must be an individual.**
- 2.4 **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").

2.5 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 that he/she understands and agrees to the terms and conditions.

2.6 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 promoters, KWV, Pick n Pay, and all entities in the Pick n Pay and KWV groups respectively, their directors, employees, and agents of any liability on 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 willful misconduct of any indemnified party.

3 RULES OF THE COMPETITION

3.1 This promotional competition opens [at 00:01](#) on ~~18~~ September 202~~3~~² and closes [at 23:59](#) on ~~30~~²⁴ October 202~~3~~².

3.2 The competition is open to all registered Pick n Pay Smart Shoppers nationally.

3.3 To enter the competition in-store, the entrant must purchase a bottle of KWV5 750 ml and swipe your Smart Shopper card for automatic entry.

~~3.4~~ To enter the competition online at www.picknpay.co.za or on the PnP Asap App, the entrant must purchase a KWV5 750 ml and link your Smart Shopper card to your online profile before checking out for automatic entry.

~~3.4~~

3.5 [The participating product details are :](#) KWV 5Year Old Brandy 6002323800231

3.6 The prize:

3.6.1 ~~The entrants stand~~ a chance to win ~~One~~ (1) of ~~Twentyfive~~ (205) ~~sets of Weber Gas braai Firesmiths Smoker & Grills and a Rugby Ball signed by Eben Etzebeth.~~

3.6.2 Delivery to winner's residential address included.

3.6.3 ~~There will be TwentyFive~~ (205) winners in total.

~~3.7 The winners will be contacted by Pick n Pay Call Centre, before being handed over to a designated supplier to arrange for delivery of the prizes.~~

3.8 As stated in clause 2.5 above the promoters shall not be liable for any damage, cost, injuries and losses are sustained in relation to the prize.

~~3.9 Participants-Entrants~~ may enter the ~~promotional~~ competition as many times as they wish, ~~provided that each entry is associated with a separate qualifying purchase and smart shopper card swipe. Irrespective of the number of participating products bought in one transaction, each completed transaction shall only result in one entry. The entrants will only be eligible to win one prize.~~

~~3.7~~

~~3.8~~3.10 Prizes are not transferable and may not be exchanged for cash or other prizes.

~~3.9~~3.11 Prizes must be procured before the end date of the competition ~~30~~24 October 20223 by KVV.

~~3.10~~3.12 To qualify as an entrant for this promotional competition, the entrant:

~~3.10.1~~3.12.1 must resident in SA and/or have the relevant permit to be in SA

~~3.10.2~~3.12.2 must provide correct and full personal details, as required;

~~3.10.3~~3.12.3 must be 18 years old or older;

~~3.10.4~~3.12.4 cannot be a juristic entity and must be an individual; and

~~3.10.5~~3.12.5 must be a registered Pick n Pay Smart Shopper.

~~3.11~~3.13 The promoters, KVV, Pick n Pay, any entity in the Pick n Pay and KVV Groups respectively or Company and their 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.

4 SELECTION OF WINNERS

4.1 Winners will be selected within four weeks of the competition closure date (this date is subject to change without notice).

4.2 Entrants to whom prizes will be awarded will be selected through a random draw.

4.3 Winners will be contacted via email or telephonically within four weeks of the competition closure date (this date is subject to change without notice). Pick n Pay and KWV reserve 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. If 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.

4.4 Pick n Pay and KWV reserve 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, KWV, their advertising agencies, advisors, suppliers, and nominated agents.

5 GENERAL

5.1 By entering the competition by its terms, you are entering a promotional competition for the Consumer Protection Act, 2008 ("**CPA**") and the promotional competition will be conducted by 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 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 By entering and participating in the competition, entrants agree that the promoter may collect, store and use (not share) personal information of entrants for communication or statistical purposes or purposes of this competition. The promoter and/or organizers fully comply with the requirements of the Protection of Personal Information Act 4 of 2013 (POPIA). Such information will not be disclosed to any third party, except for the purpose of the competition, where applicable, unless agreed otherwise, or unless disclosure is required by law or court order. In addition, the entrant also agrees to the promoter's Privacy Policy which can be found at <https://www.pnp.co.za/privacy-policy>.

5.25.3 The names of the prize winners will be published on the Pick n Pay Websites, subject to the winners' consent.

5.35.4 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 requests.

5.45.5 The promoters shall conduct the competition, and the Promoters' decision on any matter related to the competition, including the selection of prize winners is final and no correspondence will be entered into.

5.55.6 A copy of these rules can be found at www.picknpay.co.za. Any queries can be answered by reference to the website or by calling the consumer services division on 0860 30 30 30 during office hours throughout the competition.