

# **WILD AFRICA CREAM TRAVEL VOUCHER**

## **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 Pick n Pay and KWV Win a Travel Voucher Smart Shopper 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.

#### **2 IMPORTANT NOTICE**

- 2.1 **These terms and conditions and competition rules contain certain terms and conditions which appear in a 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 **Nothing in these terms and conditions is intended to or must be understood to 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 that 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 promoters and any other person who directly or indirectly controls or is controlled by or is in common control with Pick n Pay ("the Pick n Pay Group") and KWV, 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 on 06 November 2023 and closes on 18 December 2023.

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 any Wild Africa Cream 750ml bottle and swipe their Smart Shopper card for automatic entry.

3.4 To enter the competition online at [www.picknpay.co.za](http://www.picknpay.co.za) or on the PnP Asap App, the entrant must purchase any Wild Africa Cream 750ml bottle products and link their Smart Shopper card to their online profile before checking out for automatic entry.

3.5 The prize:

3.5.1 Entrants stand a chance to win a travel voucher valued at sixty thousand Rands (R 60 000). The winner can dictate how to use this voucher with the relevant travel agency linked to the voucher, to the limitation of the value. No additional items

included.

- 3.6 It is the winner's responsibility to use the voucher in full within the validity dates of the voucher as specified on the voucher. If the voucher is not utilised on or before the expiration of the validity period or the entrant does not utilise the full value of the voucher, the winner will forfeit the remaining value of the voucher.
- 3.7 There is one (1) winner in total.
- 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 or its enjoyment.**
- 3.9 Participants 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 purchased in each completed transaction, it shall only result in one entry.
- 3.10 Prizes are not transferable and may not be exchanged for cash or other prizes.
- 3.11 Prizes must be procured before the end date of the competition on 18 December 2023 by KWV.
- 3.12 To qualify as an entrant for this promotional competition, the entrant:
- 3.12.1 must be resident in SA and/or have the relevant permit to be in SA,
  - 3.12.2 must have a valid passport document,
  - 3.12.3 must provide correct and full personal details, as required;
  - 3.12.4 must be 18 years old or older;
  - 3.12.5 cannot be a juristic entity and must be an individual; and
  - 3.12.6 must be a registered Pick n Pay Smart Shopper.
- 3.13 The promoters, any entity in the Pick n Pay Group and KWV, 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 or is under common control with 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 (4) 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 (4) 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 (1) 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 these 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 following 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 promoters to comply with their 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>
- 5.3 The names of the prize winners will be published on the Pick n Pay and KWV Websites, subject to the winners' consent.
- 5.4 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.
- 5.5 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.
- 5.6 A copy of these rules can be found at [www.picknpay.co.za](http://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 period of the competition.