

PATRÓN TEQUILA JUICER

SMART SHOPPER COMPETITION

TERMS AND CONDITIONS

1 INTRODUCTION

- 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 Warshay 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 Patrón Tequila Juicer Competition (the "**Promotional Competition**", alternatively the "**Competition**") 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 **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 at 00:01 on 13 July 2026 and closes at 23:59 on 23 August 2026.
- 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 1 bottle of Patrón Tequila Silver or Patrón Tequila Reposado 750ml and swipe their Smart Shopper card for automatic entry.
- 3.4 To enter the competition online at www.picknpay.co.za or on the Pick n Pay Asap App, the entrant must purchase 1 bottle of Patrón Tequila Silver or Patrón Tequila Reposado 750ml and link their Smart Shopper card to their online profile before checking out for automatic entry.
- 3.5 Participant products
- 3.5.1 **PATRÓN** REPOSADO TEQUILA 750ML 721733000159
- 3.5.2 **PATRÓN** TEQUILA SILVER 750ML 721733001255
- 3.6 Entrants may enter the promotional Competition as many times as they wish provided that each qualifying purchase is associated with a separate swipe of the Entrants Smart Shopper card. Irrespective of the number of participating products bought in each transaction, it will only result in one entry.
- 3.7 The Entrants are only legible to win one prize.
- 3.8 The prize:
- 3.8.1 The Entrants stand a chance to win 1 (one) of 20 (twenty) **Patrón** Juicers.

- 3.8.2 There will be twenty (20) winners in total.
- 3.9 **As stated in clause 2.5 above the Promoters shall not be liable for any damage, cost, injuries and losses sustained in relation to the Competition and the prize and its enjoyment.**
- 3.10 Prizes are not transferable and may not be exchanged for cash or other prizes.
- 3.11 To qualify as an Entrant for this promotional Competition, the Entrant:
- 3.11.1 must resident in SA and/or have the relevant permit to be in SA.
 - 3.11.2 must provide correct and full personal details, as required;
 - 3.11.3 must be 18 years old or older;
 - 3.11.4 cannot be a juristic entity and must be an individual; and
 - 3.11.5 must be a registered Pick n Pay Smart Shopper.
- 3.12 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 reserves the right to disqualify a winner if he/she is unable to verify their identity to the Promoters or 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 DATA PRIVACY

- 5.1 Personal Information means information relating to an identifiable, living, natural person and where its applicable, an identifiable, existing juristic person including but not limited to defined in the Protection of Personal Information Act ("POPIA").
- 5.2 The Entrants hereby agree (consent) to provide the Promoter with the relevant personal information required in order to enter the promotion as well as allow the Promoter to share the personal information with the designated third-parties.
- 5.3 In addition, the Entrant also agrees to the Promoter's Privacy Policy which can be found at <https://www.pnp.co.za/privacy-policy>.
- 5.4 All personal information shared within the context of the promotion will be treated as confidential and shall only be processed for the sole purpose of the promotion. Any other processing of any personal information by the designated third-parties and Promoter ("all parties") is prohibited.
- 5.5 It is the responsibility of the Entrant to provide accurate personal information otherwise the Promoter would not be able to comply with the Data Protection and Privacy Laws of South Africa.

6 GENERAL

- 6.1 Should the process for entry into the Competition or the Prize/s involve any alcoholic beverage, Participants shall ensure that it is enjoyed responsibly.
- 6.2 To the extent that any intellectual property right/s arise as a result of or through the creation and/or submission by a Participant of content, including without limitation any pictures, videos, drawings or other creative works, to enter this Competition, such intellectual property right/s will vest in the Promoter and the Participant hereby waives any associated right/s. To the extent such rights have vested in a Participant, the Participant hereby cedes, assigns and transfers (by way of present and future cession, assignment and transfer) to Promoter such rights and undertakes to do such

things, takes such steps and sign such documents as are necessary to give effect to such cession, assignment and transfer. Each Participant indemnifies and holds harmless the Promoter from and against any and all claims, actions, legal proceedings, losses, damages and expenses (including attorney's fees and expenses) arising as a result of or in connection with any actual or alleged infringement of any intellectual property rights of a third party arising from entry in the Competition and/or the Promoter's use of any content, including without limitation any pictures, videos, drawings or other creative works, created pursuant to the Participant's entry in the Competition.

- 6.3 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.
- 6.4 The names of the prize winners will be published on the Pick n Pay and **KWV** Websites, subject to the winners' consent.
- 6.5 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.
- 6.6 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.
- 6.7 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 period of the Competition.

CLIENT REPRESENTATIVE

PNP CONNECT REPRESENTATIVE