

## Warshay Investments (Pty) Ltd T/A KWV Win a Case of Ponchos Competition.

### TERMS & CONDITIONS

1. The promoter is Warshay Investments Pty (Ltd) Reg no 2012/018 792/07 ta KWV (“KWV”) (“the Promotor”)
2. This promotional competition is open to all South African residents within the borders of South Africa, who are 18 years or older at the date of entry, in possession of a valid identity document, except any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers 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.
3. This promotional competition commences on 7 November 2021 and ends on 30 November 2021. Any entries received after the closing date will not be considered.
4. You agree and understand that you stand a chance to win a prize only and that there is no guarantee that you will receive a prize.
5. Although the Promoter has taken care to make sure that the prize is of a good quality, the Promoter does not give any warranties about the prize and you agree to accept the prize “as is”. Subject to applicable law, you also indemnify the Promoter against any damages that anyone may suffer as a result of the prize or this competition, including consequential and economic loss.
6. To enter, participants will be required to (Entry mechanic):
  - a. Like our page/Follow us
  - b. Post a pic of your Ponchos Tequila moment in the comment section
  - c. Tag three Amigos and Amigas.
7. Multiple entries are not allowed.
8. Participants are only eligible for 1 (one) prize under this competition.
9. The prize
  - a. This prize includes
    - 1 case (6 bottles) of Ponchos for a winner on Facebook
    - 1 case (6 bottles) of Ponchos for a winner on Instagram
    - Delivery costs

10. 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.
11. Winners will be selected by means of a random draw by 15 December 2021 and will be notified via messages on Facebook and Instagram. The Promoter (or their agent) will endeavour to contact the prize winner once every day for 5 consecutive working days after their name is drawn. If the prize winner cannot be contacted during this period, the prize will be forfeited and another winner will be selected in accordance with the rules.
12. Winners will be announced and contacted within 2 weeks of the competitions end date (this date is subject to change without notice)
13. Any prize not taken up for any reason within three weeks of notification will be forfeited, and a new prize winner will be drawn.
14. All winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.
15. The prize includes delivery and the winner will be required to provide the promoters with a valid daytime delivery address to enable delivery.
16. A copy of these rules can be found on the following website: [www.kwv.co.za](http://www.kwv.co.za) throughout the period of the promotional competition or can be obtained from the Consumer Call Centre on telephone number 021 807 3911.
17. The Promoters reserve the right to name winners publicly. By entering this promotional competition, prize winners agree to the publication of their names and likenesses by the Promoters. Participants will not be entitled to any payments or other remuneration for such publications or otherwise.
18. Any personal information submitted by you will be used solely for this competition and in accordance with current South African data protection legislation, the Consumer Protection Act and the Promoters' respective privacy policies.
  - a. The legal basis for processing your collected personal information is that processing is necessary to allow you to enter and to meet the legal requirements applicable to the Win a Case competition.
  - b. This information may be shared with authorised KWV representatives (internal and contracted external parties) as required for business and legal purposes.
  - c. As a participant, you have the right to request access, change, or remove your personal.
  - d. KWV will store your Competition personal information only for the period of time needed to select the winner(s) and in accordance relevant regulations. These

regulations include and is not limited to Consumer Protection Act and the Protection of Personal Information Act.

19. The Promoters shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
20. The Promoters shall not be responsible for the failure of any technical element relating to this promotional competition that may result in an entry not being successfully submitted.
21. The Promoters reserve the right to disqualify any winner if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
22. 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.
23. The prizes are not exchangeable for cash and are not transferable.
24. The Promoters reserve the right to use the images, photos and names taken of the winners for publicity purposes in any manner they deem fit, without remuneration being made payable to the winners. However, a winner has the right to object to these images being used by written notification to the Promoter at KWV Head Office, 57 Main Road, Southern Paarl 7624 Attention: Promotion Specialist.
25. The Promoters shall have the right to change or terminate the promotional competition immediately and without notice, if circumstances arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoters or their agents.
26. In the event that the prize is not available despite the Promoters' reasonable endeavours to procure the prize, the Promoters reserve the right to substitute prizes of equal value.
27. Neither the Promoter, their agents, their associated companies, nor any directors, officers or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.
28. The judges' decision is final and no correspondence will be entered into.
29. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.

30. The laws of South Africa govern these terms and conditions and participants agree to be subject to the exclusive jurisdiction of the South African courts.