

MASSMART WHOLESALE COMPETITION RULES

MAKRO & ROODEBERG - GO PRO PROMOTIONAL COMPETITION

1. Promoters:

The promoters to this Makro & Roodeberg – Go Pro promotional competition (“Competition”) are Massmart Holdings Limited with its registered address at 16 Peltier Drive, Sunninghill, 2157 and its operating unit, Masstores (Pty) Ltd with registration number: 1991/006805/07), trading as (“Makro”) and Warshay Investments (Pty) Ltd (registration number: 2012/018792/07) trading as (“KWV”) (collectively hereinafter referred to as ‘the Promoters’).

2. Who may enter:

2.1 Entry into this Competition is open to the Promoters’ customers who are above the age of 18 years, in possession of a valid South African Identity Document (“natural person”), resident and citizen of South Africa and are registered on the Promoter’s Data Warehouse System, and whose credit accounts are current and in good standing on the date of the draw (“the Participants”). Any employee, director, member, partner, agent or consultant or any person directly or indirectly who controls or is controlled by the Promoters and/or immediate family members of any employee, director, member, partner, agent or consultant of or person indirectly or directly in control or controlled by the Promoter/s, their advertising agencies, advisers, dealers, suppliers, its affiliates and/or associated companies are not eligible to participate in this Competition.

2.2 The prize will only be awarded:

2.2.1 to a natural person as stipulated in these rules and will not be awarded to any legal entity;

2.2.2 if it is not unlawful to supply the prize to a person in terms of any legislation or public regulation and the Promoter/s reserve the right to require proof that it will not be unlawful to supply a prize (for example to request the winner of a TV to provide his/her TV license to the Promoter/s before they can hand over the prize).

3. Agreement and amendments to these terms and conditions

3.1 By entering this Competition, you agree to be bound by these rules which will be interpreted by the Promoter/s, whose decision regarding any dispute will be final and binding. You may request to be furnished with a copy of the rules at no cost by emailing such request to hlengiwe.mnguni@makro.co.za

3.2 The Promoters reserve the right to amend, modify, change, postpone, suspend or terminate this Competition and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deems necessary.

3.3 The Promoters reserve the right to extend the duration of the Competition Period in the event that the Promoters have not received the minimum amount of qualifying entries for the Competition Period.

4. Competition Period

This Competition commences on 08 November 2021 and ends on 19 December 2021 (both days inclusive). Any entries received after the close of the Makro store's operating hours 07h00 – 18h00 will be invalid and will not be considered. Online purchases made after 23h59 on the last day of the Competition will not be considered and are subject to government regulations.

5. Prize/s

- 5.1 You agree and understand that you stand a chance to win 1 of 5 Go Pro Heros in a branded leather sling worth R6700 each and that there is no guarantee that you will receive the Prize.
- 5.2 The Prize shall be distributed randomly between 5 winners from all the participating stores nationally. The Promoters reserve the rights to amend this qualification at its sole and absolute discretion
- 5.3 The Prize is/are not transferable by you and may not be deferred, changed or exchanged for cash or any other item.
- 5.4 The Promoters reserve the right to substitute the Prize with any other Prize of comparable commercial value.
- 5.5 Although the Promoter/s have taken care to make sure that the Prize is/are of a good quality, subject to Consumer Protection Act 68 of 2008, 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 Promoters against any damages that anyone may suffer as a result of the use of the Prize/s or participation in this Competition, including consequential and economic loss.
- 5.6 The Prize does not include any other costs or expenses relating to the Prize or the enjoyment of the Prize not expressly specified in these Rules. All taxes, insurances, and/or other expenses resulting from or relating to the Prize are the sole responsibility of the winner unless otherwise stated. From date of transfer of ownership any and all risk in the Prize will pass to the winner and it will be the winner's sole responsibility to take out the necessary insurance in respect of the Prize. Accordingly, the Promoter's and its affiliates, will not be responsible for any other expenses which the winner/s may incur as a result of their acceptance and/ or use of a Prize, whether foreseen or not.
- 5.7 To the extent that any taxes, duties, levies or other charges may be levied on a prize by the government or any other competent government or regulatory body, the winner/s will be liable therefore, and the Promoter/s will not increase the value of the prize/s to compensate for such charges.
- 5.8 The value of the prize includes VAT, and the prize will be given to the winner at the ruling price which is available to any customer on the day that the item is purchased from the participating store.

6. How to enter:

6.1 You will be eligible to enter the Competition when you purchase a bottle of Roodeberg Red blend OR Rose (“Participating Product”) from a participating store indicated in clause 6.2 below.

6.2 Participants can purchase the Participating Products from the below participating stores:

Makro Alberton	Makro Germiston	Makro Silverlakes
Makro Amanzimtoti	Makro Montague Gardens	
Makro Bloemfontein	Makro Nelspruit	Makro Springs Cash & Carry
Makro Cape Gate	Makro Ottery Bottle	Makro Strubensvalley
Makro Carnival	Makro PE	Makro Vaal
Makro Centurion		Makro Wonderboom
Makro Cornubia	Makro Polokwane	Makro Woodmead
Makro Crown Mines	Makro Riversands	Witbank Liquor

6.3 You may enter this Competition as many times as you wish provided each qualifying purchase contains a Participating Product. However, you are only eligible for 1 (one) Prize under this Competition.

6.4 Your entry will be withdrawn if your entry does not meet the qualifying criteria set out above or if any Participating Product purchased in connection with this Competition are returned.

7. Winner/s:

7.1 There will be 5 (five) winners drawn from all participating stores around the Republic of South Africa.

7.2 The winners will be randomly selected from eligible entrants for the relevant Competition Period on 20 December 2021 but no later than three (3) months after the closing date of the Competition.

7.3 The winners will be selected by an independent third party.

7.4 In order to be eligible to win a prize, you must not have issued dishonoured cheques and payment must have been processed for the Participating Product. You must not have committed any act of fraud or other criminal act against the Promoters.

7.5 The winners name, card number and town/city (the “Results”) will be published on the Promoters’ website and other media. The winner will be required to sign an acknowledgement of receipt of prize and may be requested to be photographed and/or identified in any media, which is inclusive of but not limited to television, radio print publications and online sites in which the Competition receives exposure and for future marketing initiatives with the understanding that the winner may decline such an invitation.

7.6 The winner will forfeit their prize in the event that he/she fails to comply with the Promoter/s requirements within the time period provided to you by the Promoter in order for the Promoter to process the prize.

8. Accuracy of information

- 8.1 It is your responsibility to ensure that of all information provided by or on behalf of you to the Promoters is accurate, complete and up-to-date at all times.
- 8.2 The Promoters will notify a winner of the Prize by contacting the winner using the contact details supplied to the Promoters by or on behalf of the winner. If after any and all reasonable steps are taken in order to contact the winner, the winner cannot be contacted within the prescribed period of time, then the winner will be automatically disqualified and a second draw will be held where the procedure as set out above will be repeated.

9. Redemption of the Prize

- 9.1 The Promoters will contact the winner in order to arrange for the delivery of the prize to the winner's designated address.
- 9.2 The Promoters accept no liability for any further and or additional costs and/or expenses in relation to delivery of the prize, and the winner indemnifies the Promoters, its directors, employees, shareholders and agents against any claim of whatsoever nature howsoever arising.

10. Indemnities

- 10.1 You enter the Competition entirely at their own risk. The Promoter and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, any participating store and/or its subsidiaries cannot be held responsible or liable for any accident, injury, harm or loss suffered by any person or entity as a direct or indirect result of entering the Competition or suffered as a direct or indirect result of the utilisation in any way whatsoever of the prize won in terms of the Competition.
- 10.2 Competition artwork is for illustrative purposes only. Participants hereby agree to release and indemnify the Promoter and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and subsidiaries and hold it harmless against any and all losses, harm, damages, rights, claims and actions of any kind in connection with the Competition, promotion or special offer or resulting from the participation in the Competition or acceptance, possession, use or receiving of any prize relating to the Competition, including, without limitation, personal injuries, death and property damage, and claims based on publicity rights, defamation or invasion of privacy.
- 10.3 The Promoter and its service providers, are not responsible for
- 10.3.1 incorrect and inaccurate transcription of entry information;
 - 10.3.2 technical malfunction;
 - 10.3.3 inappropriate images and comments posted by the entry or by the public;

10.3.4 lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network or computer equipment or software; and/or

10.3.5 the inability to access any website or online services or any other error.

10.4 This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform that may be used as an intermediary.

11. Disputes

11.1 In the event of a dispute, the decision of the Competition judges is final and binding and no correspondence will be entered into.

11.2 For more information or a copy of these Terms and Conditions, please visit www.makro.co.za. Any Promotion related queries may be directed to 0861 4263 2273 or email on service@makro.co.za from Monday to Friday, 08h30 to 17h00.

12. Rejection or Forfeiture of Prize

If the winner/s fail/s to comply with any of these rules or the terms of acceptance of the prizes, or if they refuse to sign the Promoter/s winner/s declaration or the Promoter/s winner/s prize acceptance form, this will be construed as a rejection of the prize and then, without prejudice to any other remedy which the Promoter/s may have, the winner will be automatically disqualified and will forfeit the prize.

13. Data Protection

13.1 You hereby consent to the Promoters using and processing your personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA") in order to process your entry as stated herein as well as for any marketing and future promotions, if opted in.

13.2 The Participant can refer to the Privacy Notice available at <https://www.massmart.co.za/privacy-centre> to confirm how the Promoters will process your Personal Information.

13.3 Any personal information relating to the winner or an entrant will be used solely in accordance with the CPA and POPIA and will not be disclosed to a third party without your prior consent.

13.4 By participating in the Competition, you consent to the sharing your personal information between the Promoters and its affiliates including holding and subsidiary companies.

13.5 By posting any content, images, or comments on any of the Promoter's public and/or social media platform or by sending any such content to the Promoter, a Participant consent to and gives the Promoter a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the Promoter's products and/or services.