

KWV LABORIE SMART SHOPPER COMPETITION

TERMS AND CONDITIONS

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- 1.1 The promoters to this competition are Pick n Pay Retailers Pty Ltd ("Pick n Pay") (registration number: 1973/004739/07) a company incorporated in the Republic of South Africa and having its registered address at 101 Rosmead Avenue, Kenilworth, 7708 and KWV Pty (Ltd) (registration number: 1997/020814/07) a company incorporated in the Republic of South Africa and having its registered address at 12 Saddle Street, Woodmead Office Park, Woodmead.
- 1.2 All persons entering the Pick n Pay and KWV Pty (Ltd) Laborie 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. A copy of these terms and conditions is available at www.picknpay.co.za.

2 IMPORTANT NOTICE

- 2.1 These 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 serve as an acknowledgement, by the entrant, of a fact.
- 2.2 the entrant cannot be a juristic entity and must be an individual.
- 2.3 The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.
- 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 the 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 and Pick n Pay Retailers Pty Limited and all entities in the Pick n Pay group and KWV Pty (Ltd); their directors, employees and agents of any and all liability pertaining to 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 wilful misconduct of any indemnified party.
- 2.7 Applicable Liquor Laws apply.

3 RULES OF THE COMPETITION

- 3.1 This promotional competition opens on 6 July 2016 and closes on 10 August 2016.
- 3.2 The prize:
 - 3.2.1 One (1) prize of four (4) cases of wine per month for twelve (12) months.
 - 3.2.2 Each case contains six (6) bottles of mixed Laborie wine.
 - 3.2.3 The winner can select red or white wine from the Laborie standard wine range for all forty eight (48) cases.
 - 3.2.4 Four cases of the winner's selection of Laborie wines will be delivered to the winner each month.
 - 3.2.5 One (1) winner in total.

- 3.3 Prizes are not transferable and may not be exchanged for cash or other prizes.
- 3.4 In order to qualify as an entrant for this promotional competition:
- 3.4.1 the entrant must live in the Republic of South Africa;
 - 3.4.2 the entrant must provide correct and full personal details, as required;
 - 3.4.3 the entrant must be 18 years old or older;
 - 3.4.4 the entrant cannot be a juristic entity and must be an individual;
 - 3.4.5 the competition is open to all registered Pick n Pay Smart Shoppers; and
 - 3.4.6 the promoters, Pick n Pay, any entity in the Pick n Pay Group or Company and KWV Pty (Ltd), 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.
- 3.5 To enter the promotional competition, the entrant must:
- 3.5.1 Purchase either a 750ml bottle of Laborie Merlot, Laborie Merlot/Cabernet Sauvignon or Laborie Shiraz and swipe their Smart Shopper card for automatic entry.
 - 3.5.2 Participants may enter the promotional competition as many times as they wish. Each pack purchased constitutes one entry into the promotional competition by the holder of the Smart Shopper card.

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 are 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 Pty (Ltd) reserves 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. In the event that 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 Pty (Ltd) reserves 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 Pty (Ltd), its advertising agencies, advisors, suppliers and nominated agents.

5 GENERAL

- 5.1 By entering the competition in accordance with 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 promoter/sponsor to comply with its obligations under the CPA including, but not limited to (i) providing such personal information as may be required in order 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 The names of the prize winners will be published on the Pick n Pay and KWV Pty (Ltd) websites subject to the winners consent.
- 5.3 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 request.

- 5.4 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.
- 5.5 Any queries in this regard, and a copy of these rules can be found at www.picknpay.co.za or by calling the consumer services division on 0800 11 22 88 during office hours throughout the period of the competition.