



ROSE'S BASKET PROMO – PROMOTIONAL TERMS & CONDITIONS ("**COMPETITION RULES**")

1 Interpretation

- 1.1 In these Competition Rules, the following definitions apply (unless the context clearly indicates a contrary intention):
- 1.1.1 **"the Act"** means the Consumer Protection Act, 68 of 2008;
 - 1.1.2 **"Business Day"** means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;
 - 1.1.3 **"Competition Rules"** means these rules, as required by Section 36 of the Act;
 - 1.1.4 **"Participant"** means an individual who enters the Promotional Competition and meets the criteria set out in any natural person who qualifies in terms of clause 4.1;
 - 1.1.5 **"POPI"** means the Protection of Personal Information Act, No 4 of 2013;
 - 1.1.6 **"Promoters"** means Tiger Consumer Brands Limited, Pick n Pay Group Limited ("Pick n Pay") and The SPAR Group Limited ("Spar");
 - 1.1.7 **"Promotional Competition"** means the competition to which these rules pertain as run by the Promoters during the Promotion Period;
 - 1.1.8 **"Promotion Period"** means the period 19 May 2025 – 6 July 2025 for Spar. No late entries will be accepted;
 - 1.1.9 **"Prize"** shall bear the meaning ascribed thereto in clause 6;
 - 1.1.10 **"Redeemable Period"** means the period that the Winners have to redeem their Prize being instantly at the point of purchase/till or alternatively within the period set out in clause 6.3 below; and
 - 1.1.11 **"Winner"** means a Participant who is successful in the Promotional Competition and is notified as such by the Promoters in terms of clause 7.

2 Introduction

- 2.1 The Promoters are offering a Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win the Prize, in terms of the Competition Rules set out herein.
- 2.2 This promotional competition is open from 19 May 2025 and ends at 12am (midnight) on 3 August 2025. Any entries received after the closing date will not be considered.

3 The Consumer Protection Act

- 3.1 The Competition Rules contain certain terms and conditions which may:-
- 3.1.1 limit the risk or liability of the Promoters, or any relevant third party; and/or
 - 3.1.2 create risk or liability for the Participant; and/or
 - 3.1.3 compel the Participant to indemnify the Promoters or a relevant third party; and/or
 - 3.1.4 serve as an acknowledgement, by the Participant, of certain facts.



4 The Participant

4.1 The Participant must be:

- 4.1.1 a natural person and may not be a juristic person;
- 4.1.2 18 (eighteen) years or older; and
- 4.1.3 a permanent resident or citizens of the Republic of South Africa.

4.2 The Participant, by entering into the Promotional Competition, expressly acknowledges that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to the Competition Rules.

4.3 It is a material term of the Promotional Competition that all Participants' to this Promotional Competition participate entirely at their own risk.

4.4 No director, employee, agent or consultant of the Promoter(s), or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this Promotional Competition may participate in this Promotional Competition.

5 How to enter

5.1 To enter this Promotional Competition Participants must:

Spar

- 5.1.1 buy 2 (two) of any flavoured Rose's Cordial (750ml); and
- 5.1.2 Scan the QR code or dial USSD line *120*1066*3144# and follow the prompts

5.2 Multiple entries are permitted provided that each entry is associated with a separate purchase, however only one entry per week is permitted

5.3 Each entry requires a purchase to be made within the Promotion Period to be declared valid.

5.4 The Promoters are not liable for the failure of any technical element relating to this Promotional Competition that may result in an entry not being successfully submitted.

5.5 Entries which are unclear, illegible or contain errors will be declared invalid.

6 The Prize

6.1 The Prizes are as follows:

6.1.1 150 (one hundred and fifty) **Spar vouchers** valued at R500.00 (five hundred rand) each, redeemable at the following participating stores:

- 6.1.1.1 Superspar;
- 6.1.1.2 Spar; and
- 6.1.1.3 Tops at Spar.

6.2 For the avoidance of doubt, the vouchers will:

6.2.1 only be valid for a period of **12 (twelve) months**. If at expiration of the period, the Winner has not used the voucher or has not depleted the full value of the voucher, the entire voucher or the remaining balance will be forfeited and the remaining balance will not be reimbursed; and



6.2.2 not be transferable for cash.

6.3 The Winners will be selected as follows:

Spar

6.3.1 by an audited random draw and will be notified telephonically within 4 (four) weeks of the selection having taken place.

6.3.2 The Promoter (or their agent) will endeavour to contact the prize Winner once every day for 3 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.

6.4 Any Prize not taken up for any reason within the Redeemable Period will be forfeited.

7 The Winner

7.1 There will be:

7.1.1 150 (one hundred and fifty) Winners selected from **Spar**, for this Promotional Competition.

7.2 By participating in the Promotional Competition, the Winner hereby accepts that the Winner will be asked to take part in further publicity relating to the Promotional Competition, with the Winner's permission, the Promoters may incorporate the Winner in publicity campaigns or allow their names and likenesses to be used for promotional purposes aligned with the Promoters' business, including but not limited to posting photos to the Promoters' website, Facebook and other social media pages.

7.3 All Winners will be required to provide their names, ID numbers/passport numbers and contact details to receipt of the Prize.

7.4 The Participants consent, by taking part in the Promotional Competition, to the Promoters using the personal information collected through the Promotional Competition to adjudicate the Promotional Competition and for future marketing purposes by the Promoter themselves.

7.5 Where Participants/ Winners consent to take part in the Promoters' publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoters.

8 The Rules

8.1 The following rules apply to the Promotional Competition:-

8.1.1 the Participants must provide correct and up-to-date personal details as required by the Promoter and allow the Promoters to process such information in terms of POPI;

8.1.2 the Promoters reserve the right to amend these Competition Rules by bringing it to the Participants attention within a reasonable period of time and may terminate the Promotional Competition at any time. In such event, where the Promotional Competition is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotional Competition and acknowledge that



they have no recourse against the Promoters, their employees, agents, partners, suppliers, or sponsors; and

- 8.1.3 in the event of a dispute, the decision of the Promoters will be final and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoters shall be entitled to deal with such disputes (or any failure by Participants to follow the rules) in their sole discretion, including that the Promoters shall be entitled to immediately disqualify Participants from this Promotional Competition.

- 8.2 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Rules by a Participant and/or their parents/guardians, determined in the Promoter's sole discretion, may result in disqualification from the Promotional Competition and ineligibility to win any prize.

9 Indemnification

- 9.1 By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:

- 9.1.1 the Participant indemnifies and holds harmless the Promoters and its promotional partners, their employees and their agents ("the **Indemnified Parties**") of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Promotional Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and
- 9.1.2 the Participant accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by the Winner subsequent to claiming the Prize.

10 Prize Qualification Rules

- 10.1 A Prize may not be handed over to a Winner when it is prohibited by law for the Winner to use the Prize. The Winner must prove their eligibility to use the Prize.
- 10.2 The Winner must provide valid proof of identity (a green bar-coded ID book/smart ID, passport or driver's license).
- 10.3 Any extras not included in the Prize as detailed above will be at the expense of the Winner.
- 10.4 The Promoters reserve the right to substitute the Prize with any other prize of similar commercial value to the Prize offered herein, at its sole discretion.
- 10.5 For further information or enquiries please email consumer services at tigercsd@tigerbrands.com or call us on 086 010 0878. Calls to this number will be charged by your cellular network service provider.

11 POPI

- 11.1 Any personal data relating to the Winner or any other Participants will be used solely in accordance with current Act (defined above) and POPI and will not be disclosed to a third party without the Participant's prior consent.



- 11.2 This Promotional Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, X (formerly referred to as 'Twitter') or any other social network.
- 11.3 The Participant by part taking in the Promotional Competition consents to his/her personal information to be shared with the Promoters' employees, contractors or agents for the purpose of this Promotional Competition and for the purpose of sharing future promotions.