

## **Terms, Conditions and Competition rules for the 2024 Glenryck Social Media “Mix & Match the Catch” Game Competition.**

**This competition is organised by Glenryck, their subsidiaries and business partners, associates, advertising or promotion agencies, or staff members of the participating outlets (the “Promoter”).**

The name of the promotion is “Mix & Match the Catch”.

The promotion commences 01 October 2024 and ends 31 October 2024.

### **Participants**

- Any person participating in this promotion (“Promotion”) does so on acceptance of these terms and conditions (“Terms and Conditions”).
- The Promotion will run from 01 October 2024 until 31 October 2024 after which date the Promotion will automatically lapse and no further entries will be accepted.
- The Promotion is open to all consumers over the age of 18 within the Republic of South Africa, with the **exception of** the Promoter, its directors, members, partners, employees, agents or consultants and their spouses, life partners, parents, children, siblings, business partners or associates.

### **Promotion**

- To enter, participants:
  - Must play “Mix & Match the Catch” game found on our social media accounts.
  - Once all pairs have been matched correctly, they will be redirected to the competition entry page to complete their details – this qualifies as one (1) entry.
- Standard data charges apply.
- Incomplete entries will be considered invalid and disregarded.

### **Prize**

- The Main Prize is R2,000 in cash.
- The Main Prize winner will be selected by a random draw of all valid entries (the number of a participant’s entries does not influence the draw).
- The Prize is non-refundable, non-exchangeable and non-transferable.
- Prizes cannot be exchanged for an alternative prize and no negotiations will be entered into.
- The winner shall be notified via telephone. Participants must therefore ensure that the Promoters have their correct, updated details. If the winner cannot be contacted after three phone calls on three consecutive business days, the prize will be forfeited and a redraw will take place.
- The decision of the management of the Promoter will be final and binding and there will be no recourse against the Promoter and their

subsidiaries and business partners, associates, advertising or promotion agencies, or staff members of the participating outlets.

- There will be no exception to these terms and conditions under any circumstances.

### **General**

- The Promoter reserves the right, at any time, without notice, to amend, modify, or change these rules, and to postpone, suspend or cancel the Promotion or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deems necessary.
- Should any dispute arise in relation to the interpretation of the promotion rules, the Promoter's decision shall be final, and no correspondence shall be entered into.
- Upon entering this competition, the entrant agrees to receive marketing information, updates, special offers, etc., from the Promoter until such time as the entrant decides to opt out of receiving such material.
- If required by the Minister for Trade and Industry, the Consumer Protection Commission or for whatever other reason, the Promoters shall have the right to terminate this promotional competition with immediate effect and without notice of such termination. In such event, all entrants hereby waive any rights, which they may have against the Promoters and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against the Promoters, their directors, members, partners, employees, sponsors, agents, or consultants.
- The Promoter reserves the right to disqualify any participant from the competition if foul play is suspected, with immediate effect. The Promoter's decision on this matter is final, and no correspondence on this matter will be entertained.
- The winner indemnifies the Promoter, its advertising agencies, advisors, nominated agents, suppliers, affiliates, and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way whatsoever in this promotion including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoters and/or use of the Prize.
- The Promoter, its affiliates and/or associated companies assume no liability whatsoever for any direct or indirect loss or damage arising from an entrant's participation in this promotional competition or for any loss or damage, howsoever arising.
- The Promoter is not liable for any technical failure that may result in an entry not being successfully submitted.
- The Promoter, their subsidiaries and business partners, associates, advertising or promotion agencies, or staff members of the participating outlets reserves the right to substitute the prize with other prizes of similar commercial value.
- Any Prize accepted by a winner is at his/her own risk and the Promoter is not liable, at any time, for any defect in the Prize.
- The Promoter may require purchasers to complete and submit an information disclosure agreement and indemnification to enable the Promoter to ensure compliance with these Rules and the Consumer

Protection Act 68 of 2008.

- By accepting the prize, the winner consents to the Promoter and its agents publishing their names and photographs in any advertising, promotional, print, point of sale, social media, or public relations material, the nature and manner of such releases to be determined within the sole discretion of the Promoter.
- The Promoter undertakes not to disclose any of the potential prize winner's personal information, other than for the declared purpose.
- Entrants of the competition are responsible for providing their correct personal details, and the Promoter will not be held liable should these details be incorrectly submitted.
- All entrants, by entering this competition, agree to be bound by these terms and conditions.
- The Promoter reserves the following rights:
  - The right to substitute the prize with other prizes of similar commercial value.
  - The right to alter the dates of the competition commence- and end-date.
- The promotion ends at 23:59 on 31 October 2024; no further entries or communication will be entertained after this period.

### **Exclusions of liability and indemnity**

- 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 participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA"), if applicable.
- Qualifying participants hereby consent to and undertake to expeditiously do all things necessary to enable the Promoter to comply with their obligations under the CPA (where applicable) including, but not limited to providing and the use of such personal information as may be required in order to facilitate handing over the prize.
- By entering the Promotion and/or accepting any prize, the participants hereby indemnify, release and hold harmless the Promoter including its subsidiaries, holding companies and affiliates and their directors, employees, agents, suppliers and contractors from and against any actions, claims and/or liability for injury, loss, damage, expense, claims and/or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the Promotion, and/or the use, acceptance or possession of a prize, and/or participation (or non-participation) in a prize-related activity.
- Without limiting any other exclusion provided for in these Terms and Conditions, the Promoter will not be held liable for any harm or consequential loss as a result of use of the prize.