Highly Confidential

TERMS AND CONDITIONS – Take The Celebration Home (Premium F25 Peak)

1. Important Notice

- 1.1 These terms and conditions contain certain terms and conditions which (i) may limit the risk or liability of the promoters or a third party, (ii) may create risk or liability for you as the Participant; and/or (iii) may compel you to indemnify Diageo SA or a third party; and/or (iv) may be an acknowledgement of any fact by you.
- 1.2 You acknowledge that by submitting your entry to the Promotion, you have been given an appropriate opportunity to first read and understand these terms and conditions before entering the Promotion and you agree to them.
- 1.3 Nothing in these terms and conditions is intended to, or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for either the entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").
- This Promotion is organized by Diageo South Africa (Pty) Ltd (registration number: (1964/003344/07) ("Diageo SA" or the promoter").
- The Promotion commences on 01 October 2024 at 00:00:01 and ends on 31 December 2024 at 23:59:59 ("Promotional Period").
- 4. Participating Outlets are as follows:
 - Checkers
 - PnP Liquors
 - Spar
 - Ultra
 - Makro
 - *United Distributors
 - Big Daddy's
 - o Preston's
 - o Johnny Liquor
 - Midway Liquors
 - Model Liquors
 - Norman Goodfellers

- Overland
- Blue Bottle
- Liquor City
- 5. You will only be eligible to enter this Promotion if:
 - 5.1 You are a natural person over the age of 18 at the date of entry.;
 - 5.2 You are not a director, member, partner, employee, agent or consultant to Diageo SA or participating promoters above, or any marketing service provider in respect of the promotional competition or any other person who directly or indirectly controls or is controlled by the promoter/s or suppliers of goods or services in connection with this Promotion, or the spouse, life partner, parent, child, brother, sister, business partner or associate of such a person;
 - 5.3 It is not unlawful to supply the prize to you in terms of any legislation or public regulation and Diageo SA reserves the right to require proof that it will not be unlawful to supply the prize to you;
- 6. To enter this Promotion:-
 - 6.1 Purchase a qualifying Diageo product from a Participating Outlet during the Promotional period:

Don Julio Blanco 0.75L
Don Julio Reposado 0.75L
Johnnie Walker Blonde 0.75L
JW Black Label 0.75L
JW Black Label 1.0L
JW Gold Label Reserve 0.75L
Tanqueray Blackcurrant Royale
0.75L
Tanqueray Flor De Sevilla Gin
0.75L
Tanqueray London Dry Gin 0.75L
The Singleton of Dufftown 12YO
0.75L
The Singleton of Dufftown 15YO
0.75L

- 6.2 Participants must keep the original proof of purchase corresponding to the winning entry which clearly indicates the product purchased, the store the purchase was made at, and the date and time of entry. The entry will only be considered valid if purchase was made between 01 October 2024 00:00:01 and ends on 31 December 2024 23:59:59.
- 6.3 Participants scan participating QR code to access entry via WhatsApp (only Republic of South Africa network carriers are permitted to enter).
- 6.4 Participants follow WhatsApp entry prompts (including uploading a full and clear image of participating product proof of purchase). When submitting the participating product bar code, if there is a second failed attempt the WhatsApp chat will end. If for any reason the till slip or any requested image upload provided is unclear manual verification will take place. Please allow for 7 (seven) working days to be notified on the status of a manual entry check.
- 6.5 Participants submit an entry. Once entries are verified, the Participants are advised whether their entry is a winner or not.
- 6.6 Winning Participants receive a unique PIN code and weblink to a redemption platform. The unique PIN code is valid for 30 (thirty) calendar days from date of issue. If the winning Participant does not log onto the redemption platform within 30 (thirty) calendar days from the date of the unique PIN code being issued, the prize will be forfeited.
- 6.7 Winning Participants will be required to enter redemption platform with unique PIN in order to redeem their pre-allocated prize.
- 6.8 Participants are permitted to enter 1 (one) entry per day/ per MSISDN, 8 (eight) entries per month/ per MSISDN and 15 (fifteen) entries per MSISDN over the Promotional period, provided that each entry is associated with a separate purchase of a participating product. Only the MSISDN that entered the Promotion can claim the prize on the redemption platform.
- 6.9 A proof of purchase may only be used once.
- 6.10 The Promoter is not liable for any technical failure that may result in the Promotion entry not being successfully submitted.

- 7. A prize can only be redeemed once.
- 8. Prizes are not transferable.
- 9. Winning Participants are required to claim their prize on the MSISDN that was entered with. In the event that a Winning Participant tried to claim with an alternative MSISDN, Diageo has the right to reject that entry.
- 10. Pooling of prizes is not allowed (i.e. one cannot have one person enter the Promotion and another person claim the prize). In the event that a MSISDN or MSISDN's are seen to be pooling prize entries, the prizes will be revoked and the MSISDN's will be prohibited from entering the Promotion.
- 11. Any costs or expenses incurred in respect of items not specifically included in the prize are for the winner's own account. Diageo SA and its associates, if applicable, will not be responsible for any other expenses which the winner may incur as a result of their acceptance of the prize, whether foreseen or not.
- 12. The prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item. Diageo SA reserves the right to alter the prize to a prize of comparable commercial value.
- The MSISDN (mobile number) that enters the promotion is the only MSISDN that can claim the reward.
- 14. By entering this Promotion, you agree to not engage in any prohibited conduct, including but not limited to fraudulent activity, false or misleading entries, or tampering with the entry or prize redemption process. If you are found to be suspected of fraudulent activity, you will be prohibited from entering the Promotion and claiming any prizes won.

15. Prize Terms

- 15.1 There will be a total of R10 000 000 (Ten Million Rands) worth of prizes to be won.
- 15.2 The reward and value will be pre-allocated based on a random algorithm.

15.3 ABSA CASH SEND

15.3.1 The ABSA Cash Send prize is governed by the following terms and conditions:

- 15.3.1.1 The prize entitles the Winner to either a R100 (One Hundred Rand) or R250 (Two Hundred and Fifty Rand) ABSA Cash Send voucher.
- 15.3.1.2 The Winner will receive 2 SMS'es (within **72 hours** once redeemed via the redemption platform):

SMS 1 - Contains the cash send withdrawal number to be used at an ABSA ATM

SMS 2 - Contains the unique 6 digit pin code

- 15.3.1.3 Once both SMS'es received, the Winner must go to an ABSA ATM and select 'Cardless Services'.
- 15.3.1.4 Enter the 10 digit pin from SMS 1.
- 15.3.1.5 The ATM will display the available funds in 'Wallet'.
- 15.3.1.6 Enter the 6 digit pin from SMS 2 in order to withdraw funds.
- 15.3.1.7 All funds have to be withdrawn in one transaction. If all the funds are not withdrawn in one transaction, the remaining funds will be forfeited.
- 15.3.1.8 Winners have 30 (thirty) days from when the SMS's is issued to withdraw funds.
- 15.3.1.9 If the ABSA CashSend has not been redeemed via an ABSA ATM within the 30 (thirty) day period, it will expire and be forfeited.
- 15.3.1.10 The Winner does not have to bank with ABSA in order to redeem this prize.

15.4 UBER / UBER EATS

- 15.4.1.1 The Uber/Uber Eats prize is governed by the following terms and conditions:
- 15.4.1.2 The prize entitles the Winner to either a R100 (One Hundred Rand) or R250 (Two Hundred and Fifty Rand) Uber/Uber Eats voucher.
- 15.4.1.3 To activate the Uber/Uber Eats voucher, you have until 31 January 2025 to click the link received via SMS with your voucher link.
- 15.4.1.4 Once activated, the voucher is valid for 3 (three) years from date of issue.
- 15.4.1.5 The voucher cannot be exchanged for cash.
- 15.4.1.6 No cash balance will be given as change.
- 15.4.1.7 The voucher value will remain until the balance is either depleted or the expiry date is reached, whichever occurs first.
- 15.4.1.8 Vouchers are added via the Wallet tab and proceed to "add voucher code"

15.4.1.9 The voucher cannot be replaced if lost or stolen.

- 15.4.1.10 Should the Uber Ride/Eats order be more than the value of the individual Uber Ride/Eats voucher, the Participant will be required to pay in the difference of the cost.
- 15.4.1.11 Participants will be required to download the Uber app to use their vouchers.
- 15.4.1.12 All Uber Rides/Eats orders need to be booked via the Uber Ride/Eats app.
- 15.4.1.13 Uber vouchers are subject to Uber's regular Terms and Conditions, which are subject to change, unless otherwise specified in this section.
- 15.4.1.14 Any assistance on the Uber Ride/Uber Eats order can be requested via the in-app support system.

11.5. SHOWMAX

- 15.4.1.15 The Showmax prize is governed by the following terms and conditions:
- 15.4.1.16 The prize entitles the Winner to a voucher that qualifies for either a Showmax Entertainment All devices + Prem League Mobile 1 (one) month subscription or a Showmax Entertainment All devices + Prem League Mobile 3 (three) months
- 15.4.1.17 The voucher is valid for 3 (three) years from date of issue.
- 15.4.1.18 Vouchers are non-refundable.
- 15.4.1.19 To redeem the voucher please go to: <u>https://www.showmax.com/za/voucher</u>
- 15.4.1.20 Entertainment on all + multiple devices (TV, laptop, tablets and phones + English Premier League. English Premier League can only be watched on mobile phone.
- 15.4.1.21 If the Winner is a new user they will just need to enter the coupon code and sign up with Showmax

11.6. TAKEALOT

- 11.6.1. The Takealot prize is governed by the following terms and conditions:
- 11.6.2. The prize entitles the Winner to either a R250 (Two Hundred and Fifty Rand) or R500 (Five Hundred Rand) Takealot coupon.
- 11.6.3. The coupon is valid for 3 (three) months from date of issue.
- 11.6.4. Each coupon can only be used once.
- 11.6.5. Only one coupon can be used per order.

- 11.6.6. Only one coupon used on the website per person per promotion/campaign.
- 11.6.7. A coupon must be used at check-out it cannot be used later on existing orders.
- 11.6.8. The value of the coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by the customer.
- 11.6.9. Coupon's cannot be used to buy a gift coupon or exchanged for any other coupon's and cannot be exchanged or refunded for cash or credit or transferred. takealot.com is not responsible for any harm due to the loss, unauthorized use or distribution of a coupon.
- 11.6.10. If for any reason a coupon does not reflect in the final amount due from you at check-out, please get in touch with the support team via the help page on the takealot.com website here, to confirm if the coupon is still valid. If takealot.com confirms that the coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the coupon, or you can use the coupon on your next order within the limitations of the specific coupon's terms and conditions.
- 11.6.11. You may be required to submit the original communication containing the coupon code, and any other information reasonably requested by takealot.com, before you are able to use the coupon.
- 11.6.12. This incentive/promotion is in no way sponsored, endorsed or administered by, or associated with takealot.com. coupons are subject to takealot.com's standard terms & conditions as at https://www.takealot.com/help/promotional-codes-tcs
- 16. Winners may be required to take part in publicity and participation in the Promotion is conditional on them agreeing to take part in such publicity. The Winner will not be entitled to any remuneration for taking part in such publicity. All and any materials, including publicity materials, are the sole property of Diageo SA.
- 17. 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 will be liable therefore, and Diageo SA will not increase the value of the prize to compensate for such charges.
- Should you win any prize, you undertake to expeditiously do all things necessary to enable the promoters to comply with their obligations under the CPA.

- 19. Diageo SA reserves the right to vary, postpone, suspend, or cancel the Promotion and any prize, or any aspect thereof, without notice at any time, for any reason which Diageo SA reasonably deems necessary. In the event of such termination, all Participants agree to waive any rights that they may have in terms of the Promotion and acknowledge that they will have no recourse against the promoters, their advertising agencies, advisors, suppliers and nominated agents.
- 20. In the event of a dispute, the decision of Diageo SA is final and binding and no correspondence will be entered into.
- 21. If the Winner fails to comply with any of these rules or the terms of acceptance of the prize, this will be construed as a rejection of the prize and then, without prejudice to any other remedy which Diageo SA and its associates may have, the winner will be automatically disqualified and will forfeit the prize.
- 22. By entering this Promotion you accept and give Diageo the right to send you promotional content in the form of competitions and Promotions and the like. You have the right to opt out of receiving promotional content by contacting us on the below contact details or utilising the OPT out link or SMS number where applicable.
- 23. You further accept and give Diageo the right to transfer, where applicable, your personal information:
 - 23.1 to any of its third parties for the purpose of processing the information which shall accord with the Protection of Personal Information Act 4 of 2013 (POPI); and
 - 23.2 outside of South Africa, such transfer shall conform with the provisions of the POPI.
- 24. The laws of South Africa govern these terms and conditions.
- 25. Diageo SA Address: Building 4, Maxwell Office Park, Magwa Crescent West, Waterfall City, Jukskei View, Midrand, 2090.
- 26. Contact details 010 003 8100 Customer Marketing Department.