

NEDERBURG TASTE OF SA SMART SHOPPER COMPETITION

TERMS AND CONDITIONS

1 TERMS AND CONDITIONS

- 1.1 The promoters to this competition are Pick n Pay Retailers Pty Ltd (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 ("**Pick n Pay**") and Distell Ltd ("Distell") (registration number: 1963/001333/06) a company incorporated in the Republic of South Africa and having its registered address at Aan de Wagenweg, Stellenbosch 7600. (Distell and Pick n Pay shall alternatively be referred to as the "**promoters**").
- 1.2 All persons entering the Pick n Pay and Nederburg taste of SA 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 terms and conditions and 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 serves as an acknowledgement of a fact by the entrant.
- 2.2 The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.
- 2.3 The entrant cannot be a juristic person and must be an individual.
- 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 that 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, Distell, Pick n Pay and all entities in the Pick n Pay and Distell groups respectively, 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.

3 RULES OF THE COMPETITION

3.1 This promotional competition opens on 02 August 2021 and closes on 12 September 2021.

3.2 The competition is open to all registered Pick n Pay Smart Shoppers nationally

3.3 Fifty (50) winners in total.

3.4 The prize:

3.5 Stand a chance to win your share of #TasteofSouthAfrica experiences worth R1 Million.

3.6 Prize Details

3.6.1 prizes include Nederburg experiences, restaurant vouchers & wine

Each winner will receive one of the following:

- Restaurant voucher to a restaurant in their area worth R300
- A case of Nederburg Wines
- A voucher to The Manor on Nederburg worth R400 – only Cape Town Entries

- 3.7 Prizes must be procured before the end date of the competition 02 August 2021 by Distell.
- 3.8 Prizes are not transferable and may not be exchanged for cash or other prizes.
- 3.9 The competition includes Pick n Pay online and instore shopping purchases.
- 3.10 In order to qualify as an entrant for this promotional competition, the entrant:
- 3.10.1 must live in the Republic of South Africa;
 - 3.10.2 must provide correct and full personal details, as required;
 - 3.10.3 must be 18 years old or older;
 - 3.10.4 cannot be a juristic entity and must be an individual; and
 - 3.10.5 must be a registered Pick n Pay Smart Shopper.
- 3.11 The promoters, Distell, Pick n Pay, any entity in the Pick n Pay and Distell Groups respectively or Company and 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.
- 3.12 To enter the competition instore, the entrant must purchase any bottle of Nederburg 750ml and swipe their Smart Shopper card for automatic entry.
- 3.13 To enter the competition online, the entrant must purchase any bottle of Nederburg 750ml and link your Smart Shopper card to your online profile before check out for automatic entry.
- 3.14 Participating product barcodes:

	BARCODE	
	CASE	UNIT
NEDERBURG CHARDONNAY	26001452325893	6001452325899
NEDERBURG NOBLE LATE HARVEST	46001452278018	6001452278010
NEDERBURG SAUVIGNON BLANC	16001108015324	6001452258005
NEDERBURG ROSÉ	16001108081251	6001108048455

NEDERBURG BARONNE	46001452296005	6001452296861
NEDERBURG BARONNE	76001452280005	6001452280853
NEDERBURG CABERNET SAUVIGNON	26001452282820	6001452282826
NEDERBURG CABERNET SAUVIGNON	26001452330002	6001452301862
NEDERBURG CABERNET SAUVIGNON	76001452302004	6001452302869
NEDERBURG EDELROOD	26001452326906	6001452283861
NEDERBURG MERLOT	16001108055245	6001108001436
NEDERBURG PINOTAGE	26001452426101	6001452303873
NEDERBURG SHIRAZ	16001108004724	6001452371506
NEDERBURG 56HUNDRED CHENIN BLANC	16001108052930	6001108065056
NEDERBURG 56HUNDRED SAUVIGNON BLANC	16001108059199	6001108065063
NEDERBURG 56HUNDRED CABERNET SAUVIGNON	16001108052923	6001108065087
NEDERBURG 56HUNDRED MERLOT	16001108059205	6001108078025
NEDERBURG LYRIC	46001452314501	6001452314503
NEDERBURG STEIN	46001452272009	6001452272896
NEDERBURG STEIN	76001452273007	6001452273893
NEDERBURG ROSÉ	46001452260006	6001452260909
NEDERBURG DUET	46001452317090	6001452348706
NEDERBURG TWO CENTURIES CABERNET SAUVIGNON	16001108025873	6001108035509

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 will be 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 Distell reserve 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 Distell reserve 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, Distell, their 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 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 A copy of these rules can be found at www.picknpay.co.za. Any queries can be answered by reference to the website or by calling the consumer services division on 0860 30 30 30 during office hours throughout the period of the competition.