

Stand a Chance of Winning a Suzuki Swift 1.2GL Car

Official Rules

- 1. **Promoter.** Coca-Cola Beverages South Africa (Pty) Ltd is the promoter of this promotional competition ("**Promotional Competition**").
- **2. Participants/s.** A person who enters, competes in or is otherwise eligible to win this Promotional Competition.
- 3. Eligibility. This Promotional Competition is only open to citizens, permanent residents, or anyone who is legally permitted to reside in the Republic of South Africa and who is 18 (eighteen) years of age or older. Any employee, director, partner, immediate family member, agent, consultant or any person directly or indirectly who controls or is controlled by the Promoter: Coca-Cola Beverages Africa (Pty) Ltd and/or The Coca-Cola Company and Famous Brands Ltd,, their affiliates and/or associated companies, advertising agencies, advisers, dealers, suppliers, customers is disqualified from participating in this Promotional Competition (collectively, "Disqualified Person/s"). In addition, all Participants must be natural persons; no prize/s will be awarded to any legal entities.
- 4. Agreement to Official Rules. By entering this Promotional Competition, all Participants agree to be bound by these official rules ("Official Rules"), which Official Rules will be interpreted and applied by the Promoter or its nominated administrator, whose decision regarding any dispute will be final and binding. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotional Competition and any prize/s (which has/have not yet been subject to selection), or any aspect thereof, without notice at any time, for any reason which the Promoter deems necessary and without any compensation whatsoever.
- 5. Promotional Period. This Promotional Competition shall commence at 24h01 on 20 November 2024 and shall end at 23h59 on 28 February 2025, both days inclusive ("Promotion Period"). All entries received after the Promotion Period will not be considered. The Promoter reserves the right to increase the Promotional Period, and such an increase of the Promotional Period will not be prejudicial to the earlier participants of the Promotion.
- 6. Prize.
 - a. Participants stand the chance of winning ONE x Suzuki Swift 1.2L GL Car valued at R220 000 (two hundred thousand rands only), including VAT.
 - b. The Promoter shall solely determine the specifications of the Prize and the Promoter's decision shall be final in this regard.

- c. The Promoter shall not be liable for any manufacturing faults, recalls, damage or loss of or to the Prize once handed over to the winner of this Promotional Competition.
- d. The Promoter does not cover insurance for the Prize once handed over to the winner of this Promotional Competition.

7. How to Enter.

- a. To stand a chance of winning this Promotional Competition, Participants must enter this Promotional Competition by:
 - aa. Offer is only available for Steers App purchases based on any Real Hungry Burger Meal with 440ml Coke No Sugar, or other Coca-Cola drink options listen in Annexure A below ("Participating Products"). With every purchase, Participants will automatically be granted an entry into the random draw.
 - bb. Real Hungry Burger meals are:
 - Mo'Mjojo Burger Meal with 440ml Coke No Sugar or Participating Products = R129.90
 - Mega Ribster Burger Meal with Coke No Sugar or Participating Products = R129.90
 - Double Cheesy Bacon with Coke No Sugar or Participating Products = R149.90
- b. Participants may enter this Promotional Competition as many times as they wish, provided they purchase the Participating Product/s each time on the Steers APP during the Promotion Period.
- c. A Participant's entry will be withdrawn if any Participating Product/s purchased in connection with this Promotional Competition is/are returned.
- d. Entries that are unclear, illegible, are submitted via an incorrect entry mechanism or contain errors or from Disqualified Person/s will be disqualified.

8. Selection.

- a. The Promoter or its nominated administrator's decision shall be final and binding and no correspondence will be entered into.
- b. The Promoter or its nominated administrator will select the name of the potential winner of this Promotional Competition in a random draw of all eligible entries received during the Promotion Period. The random draw shall take place on 17 March 2025.
- c. The Participant whose entry is drawn will be notified telephonically within 4 (four) weeks from the date of the random draw as to when and where he/she may collect the Prize. The odds of winning this Promotional Competition will depend on the number of eligible entries received during the Promotion Period.

- d. If the Promoter or its nominated administrator is unable to reach a Participant after drawing his/her entry for whatsoever reason, such Participant will be disqualified from this Promotional Competition and the selection of a replacement entry shall take place in the same manner as the first selection.
- e. Participants are not required to possess a valid driver's license to be eligible to win the Prize, however, the Prize may only be collected by a duly authorised representative of the potential winner who is in possession of a valid driver's license at the time of collection. The potential winner of the Prize will be required to produce a valid South African identity document as proof that he/she is the legal winner of the Prize.
- f. All risk and ownership in the Prize shall pass to the winner of this Promotional Competition upon delivery. Upon delivery, all the Promoter's obligations in respect of this Promotional Competition shall cease. The Promoter or its nominated administrator will advise of all arrangements in respect of the distribution of the Prize at the time of contacting the selected winner.
- **9.** Requirements of Potential Winner. The potential winner of this Promotional Competition must continue to comply with these Official Rules. Winning this Promotional Competition is contingent upon fulfilling all requirements of this Promotional Competition. Every reasonable effort will be made to contact the potential winner of this Promotional Competition, however, in the event that the potential winner cannot be contacted, fails to collect the Prize within 1 (one) month of being notified thereby forfeiting the Prize, forfeits the Prize for any reason, is a Disqualified Person/s, or is disqualified for any other reason, the Promoter or its nominated administrator will draw an alternate potential winner from all remaining eligible entries (up to 4 (four) alternates will be permitted). If the alternate potential winner/s are disqualified for whatever reason, the Prize will not be awarded.
- **10. Publicity.** The Promoter, as well as Steers and Famous Brands may require the winner of this Promotional Competition to be identified and/or photographed and/or published in printed media and/or to appear on radio and/or television, when accepting the Prize and/or after having received the Prize. The winner of this Promotional Competition will be given the opportunity to decline to the publication of his/her image/s and to participate in the Promoter's marketing material in so far as it relates to this Promotional Competition.

11. Data Privacy.

- a. The defined terms used in this clause 11 shall have the meaning given to them in the Protection of Personal Information Act No. 4 of 2013 (as amended) ("**POPIA**").
- b. Information collected from Participants shall be subject to the Promoter's Privacy Policy found at <u>www.ccbsaco.com.</u>
- c. Participants accept that the Promoter or its Data Processor, who in some instances may reside outside the Republic of South Africa, may collect or Process Personal Information of Participants. By entering this Promotional Competition, each Participant hereby consents to the Processing of their Personal Information for the purposes of this Promotional Competition.

- d. The Promoter will take all appropriate steps to ensure that Personal Information is Processed in accordance with the 8 (eight) statutory conditions for the lawful Processing of Personal Information, as listed in section 4(1) of POPIA and detailed in Part A of Chapter 3 of POPIA, irrespective of where the Promoter or its Operator is located. All parties shall take all reasonable steps to ensure that all Personal Information that is collected is complete, accurate, not misleading and updated. Any Processing of Personal Information shall be for a specific, lawful purpose for a limited time and strictly in accordance with express written instructions. The Promoter may not carry out any related or further Processing activities for any other reason whatsoever without the express written consent of a Participant, unless such further Processing is strictly conducted to comply with an obligation imposed by applicable law.
- e. The Promoter shall take appropriate technical measures to ensure that the integrity of the Personal Information in its possession or under its control is secure and protected against unauthorised or unlawful use, access, acquisition, disclosure, accidental loss, destruction or damage (which measures may include, encryption, resilience testing of systems and regular assessment of the effectiveness of implemented technical measures).
- f. The Promoter undertakes to report any infringement relating to the manner in which Personal Information or other data is Processed to an affected Participant without delay. In the event that the disclosure is required by law, regulation or court order, the Promoter must promptly notify an affected Participant in writing (unless prohibited by law) of: (i) any requests from an individual with respect to Personal Information and shall not respond to any such requests unless expressly authorised to do so by the affected Participant; or (ii) any complaint relating to the Processing of Personal Information including, but not limited to, allegations that the Processing infringes an individual's rights under POPIA.
- g. Upon the expiry or termination of this Promotional Competition for any reason whatsoever, the Promoter shall immediately cease handling Personal Information and return the Personal Information in a manner and format reasonably requested, or if specifically instructed to do so, immediately destroy or permanently delete all forms of Personal Information in its possession, power and/or control and provide the relevant Participant with a permanent destruction certificate.
- h. Notwithstanding this clause 11, the Promoter shall not transfer Personal Information to Europe without entering into a separate data transfer agreement.

12. General Conditions.

a. The Prize is neither transferable, nor exchangeable, nor redeemable for cash and the Promoter is not liable for any defects in the Prize. The Promoter reserves the right to substitute the Prize with any other prize/s of comparable commercial value or to vary, postpone, suspend, or cancel this Promotional Competition and the Prize (if it has not yet been subject to selection), or any aspect thereof, without notice at any time and for any reason whatsoever.

- b. In the event that the operation, security, or administration of this Promotional Competition is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Promoter may, in its sole discretion, either: (i) suspend this Promotional Competition to address the impairment and then resume it in a manner that best conforms to the spirit of the Official Rules; or (ii) cancel this Promotional Competition and award the Prize in a random draw from all eligible entries received up to the time of the impairment. The Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of this Promotional Competition or to be acting in violation of these Official Rules or the official rules of any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person/s to undermine the legitimate operation of this Promotional Competition of criminal and civil law, and, should such an attempt be made, the Promoter, as well as Steers and or Famous Brands, reserves the right to seek damages from any such person/s to the fullest extent permitted by law.
- c. The Promoter's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- d. The Promoter will require the potential winner of this Promotional Competition to complete and submit a Declaration Form and Prize Acceptance Form to enable the Promoter to ensure compliance with these Official Rules and the Consumer Protection Act No. 68 of 2008 (including any regulations promulgated thereunder). Should a potential winner refuse or be unable to comply with this requirement for any reason, such potential winner will be deemed to have rejected the Prize and the same shall revert to the Promoter.
- e. The Promoter, as well as Steers and or Famous Brands, reserves the right to carry out audits in respect of the potential winner of this Promotional Competition to verify his/her eligibility and/or the validity of his/her entry.
- 13. Release and Limitation of Liability. Except where prohibited in law, Participants and/or the winner of this Promotional Competition, as the case may be, hereby indemnify the Promoter, its nominated administrator, Coca-Cola Beverages Africa (Pty) Ltd and The Coca-Cola Company together with, Steers / Famous Brands, their affiliates and/or associated companies, directors, employees, agents, advertising agencies, advisers, suppliers and customers against any and all claims of any nature whatsoever (including consequential and economic loss) arising out of and/or from their participation in any way howsoever in this Promotional Competition including, but not limited to: (i) any act or omission, whether as a result of gross negligence, misrepresentation, misconduct or otherwise; (ii) use of the Prize; (iii) unauthorized human intervention in this Promotional Competition; (iv) technical errors related to computers, servers, providers, printers or telephone or network lines; (v) errors in the administration of this Promotional Competition or the processing of entries; and (vi) injury or death or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a Participant's participation in this Promotional Competition or receipt or misuse of the Prize. If, for any reason, a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise

destroyed or corrupted, such Participant's sole remedy shall be another Promotional Competition entry, if it is possible.

- **14. Queries.** All queries in connection with this Promotional Competition may be directed to the Promoter's Customer Care Line: 0860 000 224.
- **15.** Copy of Rules. A copy of these Official Rules is available at no cost to Participants and can be downloaded in printable form from <u>www.ccbsaco.com</u>.

Annexure A Participating Products

Participating Products (subject to availability):

440ml Coke

440ml Fanta Orange

440ml Sprite

440ml Stoney

440ml Coke Zero Sugar

440ml Coke Light

440ml Coke Zero Sugar, Zero Caffeine

440ml Twist Lemon

440ml Twist Granadilla

440ml Crème Soda

440ml Stoney Zero Sugar

440ml Sprite Zero Sugar