

# Terms and Conditions

#### 1 Promoters:

The promoter is **OK Franchise**, a trading division of **Shoprite** Namibia Pty Limited ("the Promoter")

#### 2. Agreement to these Terms and Conditions:

- By entering this Competition, all participants agree that they have read and understood these terms and conditions ("Terms and Conditions") and further agree to be bound by these Terms and Conditions as interpreted by the Promoter, whose decision regarding any dispute will be final and binding.
- The Promoter reserves the right at any time, without notice, to amend, modify or change these Terms and Conditions and any prizes, and to postpone, suspend or cancel this Competition and any prizes or any aspect thereof without notice at any time for any reason which the Promoters reasonably deem necessary and without any compensation whatsoever.
- Neither the Promoter, its agents, service providers, suppliers, associated companies, nor any directors, officers or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.

#### 3. Eligibility:

- This promotional competition ("Competition") is open to all Namibian residents of 18 years and older, residing in Namibia, who are in possession of a valid identity document, passport or other documentary proof of Namibian residency and proof of address not older than 3 months.
- All participants must be natural persons. Legal entities cannot participate in this Competition and no prize/s will be awarded to any legal entities.
- 3.3 Any director, member, partner, employee, franchisee, agent or consultant of the Promoter, the marketing service providers, suppliers, distributors or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members may not enter or participate in the Competition and will be disqualified from receiving a prize.

#### **Competition Period:** 4

- This Competition will start on **2 September 2024** ("start date") and end on **6 October 2024** ("closing date"). The period from the Competition start date to closing date is referred to as the ("Campaign Period")
- Any entries received after the closing date will not be considered.

#### 5 Prize/s:

- A total of 5 winners will be drawn:
- Each winner stands a chance to win a Masterbuilt portable 5.1.1 charcoal braai & smoker (trolley excluded). Each braai is worth N\$8000 each x 5 braais= N\$40 000
- 5.1.2
- Prizes are not transferable and may not be deferred or exchanged for cash, credit or otherwise
- In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value.

- Prize visuals on any competition and/or promotional materials 5.4 are for illustrative purposes only.
- Participants understand and agree that they may win a prize, 5.5
- 5.6
- but there is no guarantee that they will win a prize.
  Each winner will only be entitled to 1 (one) prize.
  The Promoters shall not award a Prize to a winner if it is unlawful to supply such Prize to the winner. In such instances, the winner shall immediately forfeit the Prize and be disqualified.
- The winners will not be entitled to payment, credit or otherwise if they do not receive or utilise the prize to the fullest extent possible. Any item or value unused will be deemed waived by
- 5.9 The details of the prize will be entirely at the Promoter's discretion - the winners will not be entitled to choose their prize.
- 5.10 The judge's decision is final, and no correspondence will be entered into.

# Mechanics:

- To enter the Competition, a participant must adhere to the following: Purchase any participating product ("participating product") listed below ("Annexure A") from any participating OK Foods, OK Grocer and OK MiniMark store in Namibia during the Campaign Period. A list of the participating products and participating stores will also be available on www.okfoods.co.za
- Swipe their OK Count On! card when purchasing the participating products during the Campaign Period or SMS their unique token number found on their till slip to 2222. Alternatively, enter via USSD, by dialing the following number: \*142\*943\*{unique token}# during the Campaign Period. An automated SMS will be sent to confirm the entry, standard SMS network rates do apply.
- 6.3 Participants must keep their till slip as proof of purchase and ensure that their correct cell phone numbers are linked to their OK Count On! profile.
- Each entry will be considered final by the Promoters. Incomplete. 6.4 inaccurate, unclear, erroneous, ineligible or incomprehensible entries will be deemed invalid and thus disqualified.
- Neither the Promoter nor its agents or suppliers will be liable for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted, or for vouchers or entries that are lost, damaged or delayed. Voucher codes will not be re-sent, and no replacement voucher codes will be issued.
  The Promoter in its sole discretion is entitled to disqualify any
- 6.6
- 6.6.1 Who has won a prize in a competition conducted by the Promoter or its affiliated companies during the last 3 months before the winners of this Competition is drawn; or
- 6.6.2 Who at any time does not act in accordance with the spirit of the Competition, or if fraud or cheating is suspected, including without limitation, through the manipulation of code or falsifying of data
- No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions

# Selection of the Winner:

A random draw will be conducted on Mon. 7 October 2024, by the

- Promoters independent representative to select a total of 5 winners ("Winners").
- 7.2 The potential winners will be notified within 5 (five) working days after their names have been drawn.
- 7.3 Potential winners must pass a verification process before they are declared eligible for a prize.
- 7.4 If the verification is successful, the potential winners will be declared official winners and confirmation will be sent by the Promoter. In addition, the winners will be required to sign and return to the Promoters, within 5 (five) working days of the date of the confirmation is sent, a Prize Acknowledgement and Indemnity form ('Declaration'') to claim their Prize and to fulfil any such requirements as determined by the Promoters.
  7.5 If a potential winner fails the verification process for
- 7.5 If a potential winner fails the verification process for whatsoever reason or a winner fails to send the completed Declaration within the timeline communicated, such person will be disqualified and will not receive a Prize and a replacement
- draw and winner will take place.

  7.6 The Promoter's decision in this Competition will be final and no correspondence will be entered into
- correspondence will be entered into.
  7.7 Prize winners will be confirmed by OK Franchise telephonically.

## 8. Claiming of Prizes:

- 8.1 The winner will be contacted by the relevant OK Foods, OK Grocer or OK MiniMark where they entered the competition, and informed that they won a portable braai.
- 8.2 The store and the winner will agree on a handover date of the
- prize, which will take place at the OK store.

  8.3. It is the winner's responsibility to pick up the prize at the store, with the winner's own transportation.

# 9. Promotional Material and Marketing Activities:

- 9.1 By entering this competition and as a condition to receive a prize, participants consent to the processing of their personal information by OK Franchise, the Promoter and its service providers, insofar that it is necessary to give effect to the Competition, for example to view the entries, select and announce the winners publicly and deliver the prizes. The winners will be given the opportunity to consent to further processing of their personal information.
- processing of their personal information;
  9.2 Consent that their names be announced publicly by OK
  Franchise and the Promoter on any platform that they deem fit
- Franchise and the Promoter on any platform that they deem fit. Winners waive their moral rights and grant the Promoter exclusive, unlimited, perpetual and free of charge copyright and usage (in any territory where these entities trade), in all media forms of all material, text and intellectual property created and/or published/posted by the participants in the submission of their competition entry. The Promoter will be entitled to use and edit the intellectual property in any manner and in its sole discretion, for an indefinite period and in any territory where it trades. Participants will not during or after the closing date of the Competition dispute or question
- such copyright and usage.
  9.4 Winners waive any right to demand royalties, usage fees or any other form of compensation or payment for the use of intellectual property in the participant's entry.
- 9.5 This Competition is not sponsored, endorsed or administered by, or associated with any social media channel, and the participants acknowledge that they are providing information to the Promoter and its agents only and not to any social media change.
- 9.6 The winners may be requested to endorse, promote and advertise any of the goods and services of the Promoter and will not unreasonably withhold their consent.

# 10. Data Privacy:

10.1 All personal information of the participants will be processed by the Promoter in accordance with the Shoprite Group Data Privacy Statement found at: https://www.shopriteholdings co.za/content/dam/shp/docs/shp-data-privacy.pdf.

# 11 .Details of the Competition:

11.1 All queries relating to this Competition can be directed to OK Franchise Head Office Marketing Department, Line on 021 505 4400 or email info@okfd.com.

### Annexure A - Namibian Participating Products

7 UP SOFT DRINK PET SUGAR FREE 2 Lt BAKERS KIPS BACON 200 g BAKERS KIPS BILTONG 200G BAKERS KIPS SPRING ONION 200G BAKERS SALTICRAX BLACK PEPPER 200 g BAKERS SALTICRAX MEDITERRANEAN HERB 200 g BAKERS SALTICRAX MEDITERRANEAN HERB 200 g
BAKERS SALTICRAX ORIGINAL 200 g
BAKERS SALTICRAX ROASTED ONION 200 g
HINDS SPICE SOUTHERN GRILL 200 g
MIRINDA SOFT DRINK PET ORANGE 2 Lt
MOUNTAIN DEW SOFT DRINK PET CITRUS BLAST 2 Lt PEPSI SOFT DRINK PET REGULAR 2 Lt PEPSI SOFT DRINK PET LITE 2 Lt PEPSI SOFT DRINK PET MAX 2 Lt RHODES BAKED BEANS IN TOMATO SAUCE 410 g RHODES GHERKINS DILL 385 g
RHODES GHERKINS SWEET & SOUR 385 g each
RHODES GHERKINS SWEET & SOUR SLICED 375 g each
RHODES TOMATO & ONION GRAVY 410 g RHODES TOMATO & ONION MIX 410 g SCORE ENERGY DRINK APPLE 500 ml SCORE ENERGY DRINK CRUSH 500 ml SCORE ENERGY DRINK DASH CRANBERRY 500 ml SCORE ENERGY DRINK DRY LEMON 500 ml SCORE ENERGY DRINK ORIGINAL 500 ml SCORE ENERGY DRINK PASSION 500 ml SCORE ENERGY DRINK PINK LEMONADE 500 ml SCORE ENERGY DRINK S/F ORIGINAL 500 ml SCORE ENERGY DRINK STRIKER 500 ml SCORE ENERGY DRINK UMHLONYANE 500 ml SCORE IMMUNE BOOSTER BLUEBERRY 500 m SCORE IMMUNE BOOSTER MANGO-PEACH 500 ml SCORE IMMUNE BOOSTER ORANGE 500 ml SCORE IMMUNE BOOSTER PINE GINGER & LEMON 500 ml SIMBA POTATO CHIPS ALL GOLD TOMATO SC 120 g SIMBA POTATO CHIPS CHAKALAKA 120G SIMBA POTATO CHIPS CHEESE & ONION 120 g SIMBA POTATO CHIPS CHILLI BILTONG
SIMBA POTATO CHIPS CREAMY CHEDDAR 120 g SIMBA POTATO CHIPS FLAMING HOT CHAKALAKA SIMBA POTATO CHIPS KEC ORG. FLAVOUR 120 q SIMBA POTATO CHIPS MEXICAN CHILLI 120 g SIMBA POTATO CHIPS MRS BALLS CHUTNEY 120 g SIMBA POTATO CHIPS SALT & VINEGAR 120 g SIMBA POTATO CHIPS SMOKED BEEF 120 g SIMBA POTATO CHIPS STEAKHOUSE BEEF 120 g SIMBA POTATO CHIPS ZINGER WINGS 120 g TWIZZA SOFT DRINK APPLE 2 Lt TWIZZA SOFT DRINK BAOBAB 2 Lt TWIZZA SOFT DRINK CHERRY CHILLI COLA 2 Lt TWIZZA SOFT DRINK COLA 2 Lt TWIZZA SOFT DRINK COLA LITE 2 Lt TWIZZA SOFT DRINK CRÈME SODA 2 Lt TWIZZA SOFT DRINK DRY LEMON 2 Lt TWIZZA SOFT DRINK GINGER ALE 2 Lt TWIZZA SOFT DRINK GINGER COLA 2 Lt TWIZZA SOFT DRINK GINGERBEER 2 Lt TWIZZA SOFT DRINK GRANADILLA2 Lt TWIZZA SOFT DRINK GRAPE 2 Lt TWIZZA SOFT DRINK GUAVA 2 Lt TWIZZA SOFT DRINK IRON BREW 2 Lt TWIZZA SOFT DRINK LEMON LIME 2 Lt TWIZZA SOFT DRINK LEMONADE 2 Lt TWIZZA SOFT DRINK LITCHI 2 Lt TWIZZA SOFT DRINK MANGO 2 Lt TWIZZA SOFT DRINK NAARTJIE TWIZZA SOFT DRINK ORANGE 2 Lt TWIZZA SOFT DRINK PEACH APRICOT 2L TWIZZA SOFT DRINK PINEAPPLE 2 Lt TWIZZA SOFT DRINK RASPBERRY 2 Lt TWIZZA SOFT DRINK SODA WATER 2 Lt TWIZZA SOFT DRINK TONIC WATER 2 Lt