

**Stand a chance of Winning 1 of 32 Swan kettle and toaster sets valued at R1 850 per set**

**Official Rules**

1. **Promoter.** Coca-Cola Beverages South Africa (Pty) Ltd is the promoter of this promotional competition (“**Promotional Competition**”).

1. **Participant/s.** A person who enters, competes in or is otherwise eligible to win this Promotional Competition.
2. **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, 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.
3. **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.
4. **Promotional Period.** This Promotional Competition shall commence at 24h01 on 8 April 2024 and shall end at 23h59 on 2 June 2024, both days inclusive (“**Promotion Period**”).All entries received after the Promotion Period will not be considered.
5. **Prize/s.**

Participants stand the chance of winning 1 (one) of 32 (thirty two) Swan kettle and toaster sets valued at R1 850, (one thousand, eight hundred and fifty rand, including VAT, per set(“**Prize/s**”).

* 1. The Promoter shall solely determine the specifications of the Prize/s and the Promoter’s decision shall be final in this regard.
  2. The Promoter shall not be liable for any manufacturing faults, recalls, damage or loss of or to the Prize/s once handed over to the winner/s of this Promotional Competition.
  3. The Promoter does not cover insurance for the Prizes once handed over to the winners of this Promotional Competition.

1. **How to Enter.**
   1. To stand a chance of winning a Prize, Participants must enter this Promotional Competition by:

aa. purchasing 5 cases of any 2L Sprite Fanta, Stoney or Sparletta (1 being a case of Stoney or Sparletta) detailed in Annexure “A” hereto (“**Participating Product/s**”) from any of the participating retailers detailed in Annexure “B” hereto (“**Participating Retailer/s**”) during the Promotion Period; and then

1. WhatsApp “Hi” to 060 325 2483 and follow the prompts.
   1. Participants may enter this Promotional Competition as many times as they wish, provided they purchase the Participating Product/s each time from a Participating Retailer during the Promotion Period.
   2. A Participant’s entry will be withdrawn if any Participating Product/s purchased in connection with this Promotional Competition is/are returned.
   3. Participants are only eligible to win 1 (one) Prize in this Promotional Competition.
   4. Entries that are unclear, illegible, are submitted via an incorrect entry mechanism or contain errors or from Disqualified Person/s will be disqualified.
2. **Selection.**

* 1. The Promoter or its nominated administrator’s decision shall be final and binding and no correspondence will be entered into.

* 1. The Promoter or its nominated administrator will select the names of the potential winners of this Promotional Competition in a random draw of all eligible entries received during the Promotion Period. The random draw shall take place on 3 June 2024.

* 1. Participants whose entries are drawn will be notified telephonically within 4 (four) weeks from the date of the random draw as to when and where they may collect the Prizes. The odds of winning a Prize in this Promotional Competition will depend on the number of eligible entries received during the Promotion Period.
  2. If the Promoter or its nominated administrator are 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.

1. **Requirements of Potential Winners.** The potential winners 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 winners of this Promotional Competition, however, in the event that a potential winner cannot be contacted, fails to collect a Prize within 1 (one) month of being notified thereby forfeiting the Prize, forfeits a 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 3 (three) alternates will be permitted). If the alternate potential winner/s are disqualified for whatever reason, the applicable Prize will not be awarded.

1. **Publicity.** The Promoter may require the winners 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 Prizes and/or after having received the Prizes. The winners of this Promotional Competition will be given the opportunity to decline to the publication of their image/s and to participate in the Promoter’s marketing material in so far as it relates to this Promotional Competition.

1. **Data Privacy.**
   1. 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**”).
   2. Information collected from Participants shall be subject to the Promoter’s Privacy Policy found at [www.ccbsaco.com](http://www.ccbsaco.com/).
   3. 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.
   4. 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.
   5. 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).
   6. 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.
   7. 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.
   8. Notwithstanding this clause 11, the Promoter shall not transfer Personal Information to Europe without entering into a separate data transfer agreement.
2. **General Conditions.**

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

* 1. 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/s 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 may be a violation of criminal and civil law, and, should such an attempt be made, the Promoter reserves the right to seek damages from any such person/s to the fullest extent permitted by law.

* 1. The Promoter’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
  2. The Promoter will require all potential winners 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 any potential winner refuse or be unable to comply with this requirement for any reason, such potential winner will be deemed to have rejected the applicable Prize and the same shall revert to the Promoter.

* 1. The Promoter reserves the right to carry out audits in respect of any potential winner of this Promotional Competition to verify his/her eligibility and/or the validity of his/her entry.

1. **Release and Limitation of Liability.** Except where prohibited in law, Participants and/or the winners 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 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/s; (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/s. 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.

1. **Queries.** All queries in connection with this Promotional Competition may be directed to the Promoter’s Customer Care Line: 0860 000 224.

1. **Copy of Rules.** A copy of these Official Rules is available at no cost to Participants and can be downloaded in printable form from [www.ccbsaco.com.](http://www.ccbsaco.com/)

**Annexure A**

**Participating Products**

Participating 2 L Products (subject to availability):

Sprite;

Fanta;

Stoney;

Twist (Lemon and Granadilla);

Sparletta (Crème Soda, Sparberry, Pine Nut, Iron Brew and Apple Rush);

**Annexure B**

**Participating Retailers**

|  |  |
| --- | --- |
| KWIKSPAR LANSERIA | |
| PNP WESTONARIA | |
| PNP FS MEADOWPOINT | |
| PNP PROTEA BOULEVARD | |
| SUPERSPAR SOUTHERN | |
| SUPERSPAR THE FALLS | |
| PNP FAMILY FARRARMERE | |
| SUPERSPAR PRIMROSE | |
| PNP SUPER CHRIS HANI CRS | |
| PICK N PAY ROYALDENE |
| SPAR MONUMENT |
| PICK N PAY TOWERS |
| PICK N PAY VRYBURG |
| PNP FAMILY VDBP | |
| SUPERSPAR SASOLBURG | |
| PNP FAMILY HARRISMITH | |
| KWIKSPAR DERRICKS | |
| 10004178 SAVEMORE LICHTENBURG | |
| 10053194 PNP FAMILY THABA MALL | |
| 10132711 SHOPRITE MAFIKENG | |
| 10041642 PNP FAMILY AZALEA PARK | |
| PNP FAMILY WOLMARANSTAD | |
| PNP FAMILY ODENDAALSRUS | |
| SUPERSPAR EMPIRE | |
| PNP VAN DER HOFF | |