

TERMS & CONDITIONS – Checkers Toy Promotion

1. The promoter is Shoprite Checkers (Pty) Ltd (“the Promoter”).
2. The promotional competition is open to all South African residents residing in South Africa and are in possession of a valid identity document, except any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers 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.
3. Any participant under the age of 18 years must be fully assisted by his/her guardian, who approves of and consents to the participant’s participation in the competition and the participant’s receipt/possession of the prize. This promotion open from 2nd July 2017 and ends at midnight on 23 July 2017.
4. To enter, participants are required follow the link from our social media posts to our Toys Promotional page to find the Swinging Spider Man, once found- click to enter your details to stand a chance to win 1 of 6 Playstation 4’s or one of 10 double tickets to see the new Spider- Man movie.
5. The prize is worth R5500.
6. The winner will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.
7. A Winner will be selected by means of a random weekly draw from the 3rd July 2017 and will be notified by email where the winner will be required to verify their details. The Promoter (or their agent) will endeavor to contact the prize winner once every day for 5 consecutive working days after their name is drawn. If the prize winner cannot be contacted during this period, the prize will be forfeited and another winner will be selected in accordance with the rules.
8. A copy of these rules can be found on the following website www.termsconditions.co.za throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone number 0800 01 07 09
9. The Promoter reserves the right to name winners publicly and any other place where the Promoter deems fit. By entering the competition, prize winners agree to the publication of their name by the Promoter.
10. Failure to claim the prize or a refusal or inability to comply herewith these requirements within 2 months will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter.

11. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.

12. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.

13. The Promoter shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.

14. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer or cell phone hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.

15. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.

16. 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.

17. **NOTE:** Any attempt to use multiple e-mail or Facebook accounts or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.

18. The prize is not exchangeable for cash and is not transferrable.

19. The Promoter reserves the right to use the images taken of the winner for publicity purposes in any manner they deem fit, without remuneration being made payable to the winner. However, the winner has the right to object to these images being used by written notification to the Promoter at Shoprite Checkers (Pty) Ltd, Cnr William Dabs & Old Paarl Roads, Brackenfell, 7560 Att : Legal Department.

20. The Promoter shall have the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional

competition and acknowledge that they will have no recourse against the Promoter or its agents.

21. 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.

22. Neither the Promoter, its agents, its 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.

23. The judges' decision is final and no correspondence will be entered into.

24. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.