

## **LIPTON PROMOTION COMPETITION RULES (Terms and Conditions)**

1. This competition ("the Competition") is conducted by Spur Advertising (Pty) Ltd ("Spur") and Lipton ("Lipton") (together referred to herein as "the Promoters") and may only be entered into by customers of restaurants franchised by Spur Group (Pty) Ltd ("participating Spur outlets") who are resident in South Africa.
2. Each entrant must be a registered holder of a Spur Family Card ("Family Card") or have a registered profile on the Spur Family App ("Family Card").
3. No persons who are directors, members, partners, employees, franchisees, or agents of, or consultants to, either of the Promoters, their marketing service provider(s) utilised in connection with this Competition, any supplier of goods or services in connection with this Competition, any other person who directly or indirectly controls, or is controlled by, them, or any spouse, life partner, parent, child, brother, sister, business partner or associate of any of such persons, may enter into the Competition.
4. A copy of these Competition rules ("the Rules") is available on [www.spur.co.za](http://www.spur.co.za). These Rules may be amended by reasonable notification via the Spur website at any time during the Competition, and will be applied and interpreted by the Promoters and their decisions regarding any disputes relating to such meaning and/or content will be final and binding.
5. Participation by the entrants in the Competition constitutes an agreement to abide by these Rules.
6. The Competition will run from 08:00am on 01 January 2018 to midnight on 31 January 2018.
7. The prize is 1 (one) of 10 (ten) TomTom Runner 3 Cardio + Music sports watches, valued at R4 000,00 (four thousand Rand) each.
8. To enter, entrants must purchase a Lipton Ice Tea at R17.90 (seventeen Rand ninety cents) each, at a participating Spur outlet and swipe their Family Card or Generate a 6 (six) digit code to accumulate using the Spur App when paying.
9. This offer is only available as a sit-down purchase for consumption on the premises of the relevant participating Spur outlet.
10. In the event that more than 1 (one) Lipton Ice Tea is ordered on 1 (one) single invoice and 1 (one) Spur Family Card is swiped or 1 (one) 6 (six) digit code is used

to accumulate, the Family Card profile associated will receive an entry for every Lipton Ice Tea listed on the invoice.

11. In the event that more than 1 (one) Family Card holder each purchased a Lipton Ice Tea on 1 (one) single invoice, then a different Family Card may be swiped in respect of each Lipton Ice Tea purchased, however no more than 5 (five) Family Cards may be swiped or 6 (six) digit codes accumulated, collectively per invoice and entries remain subject to Clause 8 above. Eg. a maximum of 5 (five) would be collectively comprised of only 2 (two) card swipes and 3 (three) codes generated.
12. The winners of the prizes will be randomly drawn from entrants who have duly completed their entries as required in clause 8 above, after the end of the Competition period and will be notified by telephone and/or email by a Spur representative.
13. The winners will be required to forward certified copies of their Identity Document and details of their address to Spur Advertising (Pty) Ltd within the time period stipulated by Spur. Every reasonable effort will be made to contact the winners, however if the winners do not respond to the notification/s and/or provide the required documents within 5 (five) days after Spur has informed him or her that he/she has won the prize, failing which the winner will forfeit the prize and Spur will be entitled to re-draw a new winner. Shortly after the winners have complied with the above requirements, the winners will be contacted by a Spur representative, who will confirm delivery address details and approximate delivery date of the prize.
14. The prize is not transferable, exchangeable or redeemable for cash and, to the maximum extent permitted in law, the Promoters and their subsidiary and holding companies are not liable for any defects in, or changes to, any part of the prize.
15. The Promoters may, after the winner has accepted the prize, and both before or after the winner of the Competition has been publicly announced, request that the winners permit the use of their image/s and/or name/s in their marketing material and/or participate in their marketing activities (including endorsing, promoting and/or advertising the services of, Spur and Lipton or any of their subsidiary or holding companies) ("the Invitation"). The winners have the right to expressly decline the Invitation in the manner stipulated in this clause. Should the winner fail to decline the Invitation by telephone, e-mail or in writing to Simon Revington: Tel: 021 555-5100, Email: [simonr@spur.co.za](mailto:simonr@spur.co.za), Postal address: P.O. Box 166, Century City, 7446 Cape Town, South Africa, within 5 (five) days of being notified that they are the winners of the Competition and being expressly requested to accept or decline the Invitation in writing, then such winners shall be deemed to have accepted the Invitation and granted permission and/or agreed to participate in marketing activities in the manner set out above.

16. To the maximum extent permitted in law, the owners of any Spur restaurant, Spur Advertising (Pty) Ltd, Lipton or any holding or subsidiary companies of any of them, or any of their respective directors, officers, managers, employees, agents, franchisees, or anyone associated with any of them, shall not incur any liability to any person for any injury, loss, claim or damage of any nature whatsoever whether direct, indirect, consequential or otherwise, as a result of (or in any way connected to) any person entering into, or arising from any cause whatsoever or howsoever arising from any person's participation in any way, in this Competition or as a result of (or in any way connected to) any prizes won there under (any such prizes being utilized and accepted at the sole and own risk of any winner thereof).
17. In the event of a dispute in respect of any aspect of the Competition, the Promoters' decision is final and binding and no correspondence will be entered into.
18. By entering the Competition, entrants agree to receive further communication and direct marketing material from the Promoters, and their holding and subsidiary companies, provided that the entrants may opt-out of receiving commercial communications at any time via the appropriate opt-out mechanisms provided by the Promoters for such purpose.
19. This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Rules and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website: [www.dti.gov.za](http://www.dti.gov.za).
20. Any provision of these Rules or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.