

REFRESHHH YELLOW CAP CLOSURE COMPETITION T'S & C'S

1. This promotional competition ("Competition") is run by The Beverage Company (Pty) Ltd ("the Promoter").
2. This competition commences on **01 October 2024** and ends at midnight on **31 January 2025** ("Competition Period"). Late and incomplete entries will not be accepted. Under no circumstances shall the Promoters, its associated companies (directors, officers, and employees), affiliates and agents take responsibility for entries that are lost, delayed, or damaged in transmission. The entries reflected on the Promoter's records will be treated as the only validation source and will be the only evidence of successful entries.
3. This **"REFRESHHH YELLOW CAP CLOSURE COMPETITION"** ("Competition") is open to all citizens and legal residents of the Republic of South Africa of 18 years and older ("Participants"), (who are in possession of a valid South African identity document), excluding the shareholders, directors, employees, partners, agents, and consultants of The Beverage Company ("the Promoter"), or any other person who directly OR indirectly controls, or is controlled by, the Promoter, OR a supplier of goods or services in connection with this competition, their advertising agencies, and their respective employees, life partners, business partners, and immediate families, ("Disqualified Persons").
4. By entering this competition, you accept and agree to the following terms and conditions which will govern the competition. Furthermore, you verify that you are unaware of any reason legally prohibiting you from entering this competition and, if the competition requires the submission of photographs, artwork, or images of people, or of anything else that requires consent or copyright, that you have the necessary consent and authority to do so, if required. Any entrant who contravenes these rules may be disqualified from the competition. The rules can only be modified by the Promoters in a written revision posted on the competition Facebook page or any other official Competition communication methods.
6. **To enter this competition, Participants will need to follow the steps below:**
 - 6.1 Participants must purchase any Refreshhh 2L or 330ml product with a yellow cap closure from any retail outlet that sells Refreshhh in South Africa.
 - 6.2 Participants must scan the QR code on the qualifying Refreshhh Soft Drink product label to enter the promotional WhatsApp line and follow the prompts.
 - 6.3 Participants will be required to supply relevant information, Name, Surname, the unique code found under the yellow cap closure, and the relevant product purchased barcode.
 - 6.4 Only valid entries will be entered into a draw for the instant spot prizes, as well as entered into the weekly grand prize draw.
 - 6.5 Winners and non-winners will be advised of the status of their entry for the instant spot prizes via the dedicated WhatsApp line.
7. **Prizes:** Participants who enter the Competition, stand a chance to win a share of R 1.25 Million Rand (R1 250 000.00) in instant spot prizes . In addition, valid entries are entered into a weekly grand prize draw which consists of R 120 000.00 worth of Weekly Grand Prize retail/entertainment vouchers , with each voucher ranging between R5000.00, R7500.00 to R10 000.00.
 - 7.1 **With each entry Participants stands a chance to win one (1) of the following Instant Spot Prizes:**
 - 7.2 R20 (Twenty Rand) Airtime Voucher. A total of **15 000** airtime vouchers will be given away
 - 7.3 R20 (Twenty Rand) Shoprite/Checkers Voucher. A total of **14 286** vouchers will be given away
 - 7.4 R20 (Twenty Rand) Takealot.com Coupon. A total of **32 500** vouchers will be given away
 - 7.5 Winning Participants are only able to redeem one of above-allocated rewards.
 - 7.6 Once the winning Participant has redeemed their reward, the winning Participant is required to SMS the reward voucher details to their mobile number to utilise with the relevant supplier.
 - 7.7 Participants are required to claim their reward on the number that they entered the promotion with. In the event that a Participant tries to claim with an alternative number the Promoter has the right to reject that claim.

7.8 Instant Spot Prizes Notification and Redemption

- 7.8.1 Winners of the instant spot prizes will be notified via the dedicated WhatsApp line and directed to a reward redemption website ("Website"); where the Participant is to enter their unique pin code received within their winning WhatsApp message.
- 7.8.2 The redemption website is the only place where qualifying Participants can redeem their Reward. Winning Participants will be able to redeem the Reward within 30 (thirty) calendar days of issuing the unique pin code via the WhatsApp message. If winning participants fail to redeem their Reward within the required validity period, they will forfeit their Reward.
- 7.8.3 Once qualifying Participants enter their unique pin code, an online form will need to be complete for security purpose and OTP access.

8. Instant Spot Prize Terms

8.1 Takealot Coupon Terms:

- 8.1.1 The Takealot.com coupon is governed by the following terms and conditions:
- 8.1.2 The coupon is valid for 3 (Three) months from the date of issue.
- 8.1.3 The Takealot coupon will be provided in the following denomination: R20 (Twenty Rand)
- 8.1.4 As a rule, and unless specified otherwise on the specific Takealot.com coupon itself:
 - 8.1.4.1 Each Takealot.com coupon can only be applied to the account once.
 - 8.1.4.2 one Takealot.com coupon can be used per order.
 - 8.1.4.3 Only one Takealot.com coupon can be used on the website per person, per promotion/campaign.
 - 8.1.4.4 A Takealot.com coupon can be used at checkout; it cannot be used on existing orders and/or applied to your account.
- 8.1.5 The value of the Takealot.com coupon will be set off against the value of the Participants shopping basket, and the balance remaining, if any, will be payable by the Participant.
- 8.1.6 If the full value of the coupon is not utilised in a single transaction, the balance of the value of the coupon will be forfeited.
- 8.1.7 Takealot.com coupons cannot be used to buy a Takealot.com gift voucher or exchanged for any other vouchers and cannot be exchanged or refunded for cash or credit or transferred. Takealot.com is not responsible for any harm due to the loss, unauthorised use, or distribution of a Takealot.com coupon.
- 8.1.8 If, for any reason, a Takealot.com coupon does not reflect in the final amount due from the Participant at checkout, please get in touch with the support team via the Help page on the Takealot.com website to confirm if the Takealot.com coupon is still valid.
- 8.1.9 If Takealot.com confirms that the coupon is still valid and the Participant has already placed an order, the Participant can choose whether to cancel the order and place it again with the Takealot.com coupon, or the Participant can use the Takealot.com coupon on their next order within the limitations of the specific Takealot.com terms and conditions.
- 8.1.10 The Participant may be required to submit the original communication containing the Takealot.com coupon code and any other information reasonably requested by Takealot.com before the Participant is able to use the Takealot.com coupon.

8.2 Shoprite/ Checkers Voucher Terms:

- 8.2.1 The Shoprite/ Checkers Voucher entitles the Participant to a voucher to the value of R20 (Twenty Rand) and are subject to the following conditions:
 - 8.2.1.1 The voucher is valid for a period of 3 (Three) years from issue.
 - 8.2.1.2 The voucher cannot be exchanged for cash or credit.
 - 8.2.1.3 The voucher cannot be replaced if lost or stolen.
 - 8.2.1.4 The voucher will not expire until the full value is redeemed or dates three years after the date of issue, whichever occurs first.
 - 8.2.1.5 Multiple vouchers can be in a transaction at the point of sale.
 - 8.2.1.6 The voucher or multiple vouchers may be transferred to an existing or new Shoprite Checkers Gift Card either at the point of sale or at the Money Market kiosk.

- 8.2.1.7 The bearer of the gift card will be deemed to be the bona fide owner of such card.
- 8.2.1.8 The voucher can be used at any Shoprite, Checkers or USave nationwide.
- 8.2.1.9 Participants will not be able to use the voucher to purchase goods or services over the telephone or Internet.
- 8.2.1.10 When the Participant uses their voucher, they must sign a transaction slip. When the Participants uses their voucher, we will process the transaction against their available balance.
- 8.2.1.11 No warranties, purchase protection, insurance, or other promises or services are provided. Once the Participant has paid, they cannot stop payment of the transaction. Participants are responsible for keeping track of the transactions against their voucher.

8.3 Airtime Voucher Terms:

- 8.3.1 The Airtime Reward entitles the Participant to an airtime voucher for their specific network to the value of R20 (Twenty Rand) and is subject to the following conditions:
 - 8.3.1.1 Once redeemed, the airtime voucher will be automatically loaded to the mobile number registered when entering the competition.
 - 8.3.1.2 The entrant's account will be automatically updated with the airtime value for the network the number is registered with.
 - 8.3.1.3 Please allow up to 24 hours for the airtime to reflect.
 - 8.3.1.4 Contracts and any other networks (other than the network the number is registered with) are excluded.
 - 8.3.1.5 The airtime voucher can be used on any RICA'd prepaid mobile number.

9. Weekly Grand Prizes:

- 9.1 All valid entries are entered into the weekly grand prize draws for either a R5 000 (Five Thousand Rand), R7 500 (Seven Thousand Five Hundred Rand), or R10 000 (Ten Thousand Rand) voucher.
- 9.2 The weekly grand prize vouchers differ each week of the promotional period and will be specified on the Refreshhh Facebook page (<https://www.facebook.com/RefreshhhZA/>).
- 9.3 The winners of the weekly grand prizes will be contacted telephonically (on the mobile number utilised for their entry) for a successive period of 48hrs (two) days following the draw. In the event the winner cannot be contacted and or does not respond to messages within the specified period and or chooses to decline the prize, then the winner will forfeit their winnings and another winner may be selected at the Promoters' discretion, in accordance with the Competition's rules as detailed herein.
- 9.4 There will be a total of 18 Weekly Grand Prize Winners
- 9.5 The winner of the prizes will be the first (1st) correct entry selected by a random computer-generated draw.
- 9.6 The winners will be contacted by the Promoter via direct message and will be required to participate in an audit verification process and provide a copy of their Identity Document and proof of bank details, where applicable. Once the required audit verification has been completed, confirmed, and verified, the winner will be declared as an official Prize winner.
- 9.7 The names of the winners will be announced on the REFRESHHH social media pages after the competition entries have closed and winners verified. Winners will be posted monthly.
- 9.8 The competition prize will be delivered via email to the verified winners within 6 (six) weeks of notification as per the Consumer Protection Act, where applicable.
- 10. Promoter will not be responsible for any other expenses whatsoever which the winner may incur because of the prizes, whether foreseen or not.
- 11. By entering this Competition, Participants grant the Promoters express consent to use their names and likenesses, on the Promoters' social media platforms such as Facebook and Instagram, if applicable. Your participation implies consent to the use of such content in accordance with the competition terms.
- 12. All prizes are strictly not transferable or negotiable and may not be exchanged for cash.

13. The Promoter reserves the right to substitute the prize with any other prize of comparable commercial value at any time and for any reason in their sole discretion. No participant shall have any recourse against the Promoters as a result of the alterations of the prizes.
14. The prizes may be subject to additional terms and conditions not mentioned hereunder, but in accordance with relevant South African legislation.
15. The Promoter may make media announcements/ publications of the Winner's name / photographs, if applicable. Winners may be invited to take part in publicity but will be afforded the opportunity to decline such an invitation. The winners will not be entitled to any payment or remuneration for any such publicity. All publicity materials shall remain the sole property of the Promoter.
16. Participants can monitor the progress of the Competition on the REFRESHHH Facebook, Instagram and TikTok pages.
17. The Promoter reserves the right to terminate, temporarily suspend or amend this competition in the event of any unforeseen circumstances outside its reasonable control or other technical and/or other difficulties that might compromise its integrity.
18. Any participant who transgresses any of these terms and conditions or disparages the promotion or promotional brand/s in any way or who acts in any way contrary to the spirit of this Competition may be banned from entry into this, or into any other of the Promoter's promotional competitions. The Promoter reserves the right (subject to applicable law) to disqualify or ban any individual who tampers with or attempts to subvert or interfere with the Competition or entry process or prize retrieval process.
19. Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Rules by a Participant and/or their parents/guardians, determined in the Promoter's sole discretion, may result in disqualification from the Promotional Competition and ineligibility to win any Prize.
20. In the event of a dispute, the decision of the Promoter will be final, and binding and no correspondence will be entered into. In this regard and for further clarity, the Promoter shall be entitled to deal with such disputes (or any failure by Participants to follow the rules) in their sole discretion, including that the Promoter shall be entitled to immediately disqualify Participants from this Promotional Competition.
21. Except insofar as is provided for in the Consumer Protection Act (Act 68 of 2008), the decisions of the Promoter are final and may not be challenged. No correspondence will be entertained. No correspondence will be entertained.
22. Under no circumstances shall the Promoter, its associated companies (directors, officers, and employees), affiliates and agents, be liable to anyone who enters this promotion for any direct or indirect or consequential loss, howsoever arising which may be suffered as a result of the recklessness or negligence of the entrant or where such loss is not due to the recklessness or negligence of the Promoter or where such loss or harm could not reasonably have been foreseen.
23. Should any claims arise from defects related to the prizes, winners must pursue such claims directly with the manufacturer thereof. For avoidance of doubt, the Promoter is not liable for any defect in the Prizes. All ancillary costs, including but not limited to transport, meals, personal and incidental expenses, insurance, government taxes or other fees applicable, are the responsibility of the winners, and/or entrants.
24. Participants in this competition hereby indemnify, release, and hold harmless the Promoters and their successors, employees, officers, suppliers, contractors, agents, consultants, directors, and shareholders from and against any losses, claims, proceedings, actions, damages, liability for harm, injury, or death, demands, expenses or any costs howsoever arising out of their participation in this competition or their use of the prizes, and/or any person with whom they share that prize.

25. The Promoter reserves the right to cancel or amend or alter the Competition and its rules or prizes (not already awarded, to any other substitute prize of comparable commercial value) at their own discretion at any time if deemed necessary in their opinion and/or if circumstances arise outside of their control, without prior notice and no entrant shall have recourse for such cancellation or alteration. Any changes will be posted either within the competition information or these terms and conditions shall become effective immediately after being altered or on such date as may be determined by the Promoter. No participant shall have any recourse against the Promoter as a result of the alterations of the rules or prizes.
26. All Participants and winners to the maximum extent permitted by law, indemnify the Promoter, its associated companies (directors, officers, and employees), affiliates and agents, against any/all claims for any loss or damages, whether direct, indirect, consequential, or otherwise, harm, injury of any nature whatsoever arising from any cause whatsoever from their participation in any way whatsoever in this Competition.
27. In cases where prize of money (cash) is paid into the incorrect bank account or such monies or part thereof are stolen, the Promoters will not replace or reimburse the remaining balance of the cash. The Promoters will not be responsible for any balance of cash lost as a result of theft or fraud. The Promoters will not be responsible for any unauthorised use of cash where the card number, PIN, bank account details, or any authorising credentials have become known to another party.
28. In cases where the winner supplied the incorrect postal address, or where the prize is stolen as a result thereof, the Promoter will not replace or reimburse the winner with another prize.
29. The laws of South Africa govern these T's and C's and Participants agree to be subject to the exclusive jurisdiction of the South African court.
30. By entry into this Competition, Participants grant the Promoters express consent to process their personal information as required in respect of this competition including to publish their names on their relevant social media platforms.
31. All entrants and Participants are advised that in compliance with the laws of the country, the Promoter is required to retain certain information (where applicable) of Participants, entrants, and winners for a period of time ("Personal Information"). Such Personal Information to be retained by the Promoter includes (but is not limited to) the full names, identity numbers, addresses, contact details and winner's acknowledgment of prize receipts. Accordingly, the Promoter will require the winners to provide written confirmation of permission to enable the Promoter to ensure compliance with these rules, as well as with the Protection of Personal Information Act 2013 (Act No 4 of 2013); ("POPI") and South African Consumer Protection Act 68 of 2008 ("Consumer Act"). Should any entrant, participant and/or winner refuse or be unable to comply with this rule for any reason, such entrant, participant and/or winner will be deemed to have rejected the Prize(s) and it shall revert back to the Promoter.
32. In terms of the provisions of POPI, any personal data relating to the Winner, or any other Participants will be used solely in accordance with the Act (defined above) and POPI for the envisaged purpose and will not be disclosed to a third party without the Participant's prior consent.
33. The Participants consent, by taking part in the Promotional Competition to the Promoter using the personal information collected through the Promotional Competition to adjudicate the Promotional Competition and for future marketing purposes by the Promoter. This Promotional Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. The Participant by, partaking in the Promotional Competition consents to his/her personal information to be shared with the Promoter's employees, contractors or agents for the purpose of this Promotional Competition and for the purpose of sharing future promotional competitions.
34. By entering this Competition, the participant gives the Promoter permission to contact him via SMS for promotional or informational purposes related to the Promoter and/or Competition. The participant may opt-out of this contact list by replying STOP to any SMS they have received from the Promoter, except for prize

notification messages. A copy of these Competition rules may be viewed or downloaded from www.refreshhh.co.za

35. In the case of queries regarding this Competition, Participants can contact the Promoters directly by emailing info@thebevco.co.za.