

## VAWTER COMPETITION RULES

### Converse Bag

#### 1. Introduction

- 1.1 This promotional competition is organised by Distell Ltd (“the Promoter”).
- 1.2 The promotional competition is open to permanent residents of South Africa over the age of 18 years except any employee, director, member, partner, agent or consultant or any person directly or indirectly, who controls or is controlled by the Promoter, immediate family members, advertising agencies, advisers, dealers, suppliers and/or associated companies, and/or a participant who has won a prize through a promotional competition run by the Promoter at least three months prior to the announcement of the winner of the Prize (“Disqualified Persons”).
- 1.3 By entering the promotional competition, all participants and winners agree to be bound by these rules which will be interpreted by the Promoter, whose decision regarding any dispute will be final and binding. The Promoter reserves the right to amend, modify, change, postpone, suspend, or cancel this competition and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deems necessary.

#### 2. Duration and how to enter

- 2.1 The promotional competition commences on 21 April 2022 and ends on 30 April 2022, both days inclusive. Entries received after the closing date will not be taken into consideration.
- 2.2 One participant stands a chance to win a Converse bag (“the Prize”).
- 2.3 To be eligible for the Prize, participants must visit the VAWTER Twitter, Facebook or Instagram page and reply to the competition post posted on 21 April 2022.
- 2.4 The prize winner will be determined by random draw from all of the entries received during the competition term on 2 May 2022 and notified via Twitter, Facebook or Instagram by no later than 4 May 2022. The decision is final and no correspondence will be entered. The Prize is non-transferable and cannot be exchanged for cash. The Prize will be sent to the winner within 5-7 working days of acceptance of the Prize.
- 2.5 The winner will be required to provide their proof of identity to verify that they are above the age of 18.
- 2.6 If the potential winner does not claim the Prize or submit the required information on or before 9 May 2022, the potential winner will be deemed to have rejected the Prize and it shall revert back to the Promoter.

- 2.7 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.
  - 2.8 Winners grant permission for the Promoters to use their names and photographs in any advertising and promotional material for this competition. Winners may ask that their names be removed or refuse to take part in any publicity. Participants will not receive any payment for taking part in the competition or taking part in any media format related to it.
  - 2.9 Responsibility is not accepted for entries lost, damaged, or delayed because of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
  - 2.10 All participants and the winners, as the case may be, indemnify the Promoter, its advertising agencies, advisers, nominated agents, suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this promotional competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoter) and/or use of the prize.
  - 2.11 Under the Consumer Protection Act (CPA), the Promoter must keep records of all the people used to promote the Promotional Competition. The Promoter (or one of our subcontractors or affiliates) will keep this agreement for three years to serve as the record as required by the CPA.
3. Social media platforms
    - 3.1 This promotional competition is in no way sponsored, endorsed, or administered by, or associated with WhatsApp, Facebook, Instagram or any other social media platform or any other social media platform that may be used to promote the competition. Participants acknowledge that they are providing information to the Promoter and its agents only and not to WhatsApp, Facebook, Instagram, or any other social media platform.
    - 3.2 All participants in this promotional competition release WhatsApp, Facebook, Instagram, and all other social media platforms of all liabilities for and claims arising out of or in connection, including any damage you may suffer with this competition and these terms and conditions.
    - 3.3 A copy of the competition rules is available at <https://www.facebook.com/vawterseltzer/>
  4. Dispute resolution
    - 4.1 The Promoters' decision is final, and binding and no correspondence will be entered into if any dispute arises in relation to the interpretation of the competition rules, However, any party may use other dispute resolution channels provided for by the CPA or other law.

4.2 This clause is separate and divisible from the rest of this agreement and stays effective even if this agreement ends or is invalid.

## 5. Personal Information

5.1 The participant understands and agrees that in order to conduct the competition, the Promoter must collect and process personal information about them. By entering this competition, the participant consents to the processing of his/her personal information. Read more about how the Promoter, Distell, process personal information in its privacy policy <https://www.distell.co.za/home/privacy/>.

## 6. General Rules

6.1 By taking part in this competition, participants agree that they will not hold the Promoter liable for any losses, harm, damages, injury, claims, or actions related to this competition. The Promoter not liable for any failure of any technical element relating to this promotional competition that may result in an entry not being submitted.

6.2 Force majeure. No party will be responsible for any breach of this agreement caused by circumstances beyond its control.

6.3 These rules, including the duration of the competition, can only be reasonably changed (or superseded) by the Promoter in a written revision to these rules posted on the competition website or any other potential official competition communication methods the Promoter uses to reach a majority of potential participants.

6.4 Income or other taxes relating to the prizes, if any, are the sole responsibility of the prize winner.

6.5 South African laws govern this competition.

6.6 If the Promoters need to, because of legislative or regulatory reasons, the Promoter may terminate the competition immediately and without notice. If this happens participants will not have any claim against the Promoter.