



Competition Full Terms and Conditions – Pink Lady® Giveaway

23 August – 31 August 2024

1. Competition details form part of these terms and conditions.
2. All participants entering the competition agree to be bound by these terms and conditions.
3. **One winner will receive a Pink Lady® engraved Stanley FlowState Quencher H2.0 Tumbler and a basket weave tote from Cotton On Body (prizes may not be exchanged for cash or another prize)**
4. Entry is open to residents of South Africa except employees (and their families) of TopFruit, associated printers and agents, the suppliers of the prizes and any other companies/persons associated with the competition.
5. Entries for the competition are open from 23 August 2024 to 31 August 2024.
6. Entrants must be older than 18 years of age.
7. **Entrants must follow the official Pink Lady® SA Instagram account and tag a woman who inspires them the most on the official competition post during the period of 23 August 2024 to 31 August 2024.**
8. Proof of identity (SA Barcoded ID) will be required in order to claim your prize.
9. Use of a false name or address will result in disqualification.
10. All entries must be made directly by the person entering the competition.
11. Entries made online using methods generated by a script, macro or the use of automated devices will be void.
12. No responsibility can be accepted for entries lost, delayed or corrupted, or due to computer error in transit.
13. The prizes are as stated, are not transferable to another individual and no cash or other alternatives will be offered.
14. Prizes are subject to availability and the prize suppliers' terms and conditions.
15. The Promoter reserves the right to cancel or suspend the competition.
16. In the event of a prize being unavailable, the promoter reserves the right to offer an alternative prize of equal value (which shall be in the sole discretion of the Promoter)
17. **The winner will be selected by means of a random draw by an independent accountant appointed by the Promoter, whereafter the winner will be notified telephonically where they will be required to verify their details.**
18. The Promoter will attempt to contact the winner three (3) times, on email, via a phone call, including leaving a message where possible, in a period of 24 hours. If the winner cannot be contacted, or is unable to comply with these terms and conditions, the Promoter reserves the right to offer the prize to the next eligible entrant drawn at random, or in the event that the promotion is being judged the Promoter reserves the right to offer the prize to the runner-up selected by the same judges.
19. Confirmation of the prize will also be made in writing to the winner via direct message on social media, email or SMS if these contact details are provided.
20. Failure to respond and/or provide an address for delivery, or failure to meet the eligibility requirements may result in forfeiture of the prize.
21. Where applicable, the decision of the judges is final based on the criteria set out in the promotion and no correspondence will be entered into over this decision.
22. 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.
23. Should a winning account be closed / deactivated for contravention of any laws or the breach of the normal Sixty60 terms and conditions, that account will forfeit any prizes awarded. The prize is not transferable to a new account even if the same mobile number/email address is used.

SOUTH AFRICAN PINK LADY® ASSOCIATION

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24. The Promoter has the right in its sole discretion to summarily disqualify a winner who, at any time, does not act in accordance with the spirit of the promotional competition. A disqualified winner shall immediately forfeit their right, title or interest in any prize.
25. The Promoter, its directors, employees, agents and/or sponsors assume no liability whatsoever for any direct or indirect loss or damage arising from a participant's entry in this competition or for any loss or damage, howsoever arising.
26. The provider of the prize is specified within the promotional material.
27. The Promoter is TopFruit (Pty) Ltd, R45, Simondium and is the manager of the Pink Lady® trademark in South Africa.
28. TopFruit(Pty) has taken all reasonable technical measures to safeguard the integrity and confidentiality of a participant's personal information as understood in terms of the Protection of Personal Information Act 4 of 2013. The Promoter as a "Responsible Party" requires the participant's consent to "processing" the participant's "personal information" as understood in terms of the POPI Act. More specifically by entering the competition, the participant understands and agrees to the Promoter collecting and retaining "personal information" of a participant directly, which is limited to the participant's name, surname, email-address and telephone-number to fulfil the purpose of the competition including media notifications of the winner on the Promoter's social media platforms and in traditional media. This promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram and the sole sponsor of the competition is TopFruit (Pty) Ltd (as manager of the Pink Lady® trademark in South Africa). The Promoter shall, only with the further explicit consent of the winning participant use photographic images of the participant provided for this purpose. The "personal information" of the participant shall only be used for this legitimate purpose and no other purpose and after the purpose of the competition has been fulfilled, the "personal information" of the participant shall no longer be retained by the Promoter and shall be dealt with in accordance with the Promoter's policy on the "processing" of "personal information". The participant has the right at any time during the competition, to withdraw its consent to the Promoter "processing" the participant's "personal information" and the participant shall then automatically forfeit its right to participate in the competition. The participant also has the right to view, correct, amend and request the Promoter to delete any of the "personal information" of the participant in possession of the Promoter and may do so by contacting the Promoter's Information Officer in writing at heinc@topfruit.co.za. For more detail on the Promoter's adherence to the conditions for lawful "processing" of "personal information" and the meaning of key terminology in terms of the POPI Act, please refer to the Promoter's policy in this regard, a copy of which can be found on the Promoter's website at www.topfruit.co.za.
29. The Promoter has also ensured that that the terms and conditions of this competition reasonably adheres to the requirements for "promotional competitions" in terms of section 36 of the Consumer Protection Act 68 of 2008.
30. A participant's entry into the competition is a formal acknowledgement that the participant agrees to be bound by the terms and conditions of the competition and has given its consent to the "processing" of its "personal information" as provided above.