

## <u>Competition Full Terms and Conditions – PinKids® Giveaway Sixty60–</u> 26 June – 20 August 2023

- 1. Competition details form part of these terms and conditions.
- 2. One winner will receive a branded PinKids® children's apron
- 3. 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.
- 4. Entries for the competition are open from 26 June 2023 to 20 August 2023.
- 5. Entrants must be older than 18 years of age.
- 6. Entrants must buy one flow wrap pack of PinKids® apples through the Checkers Sixy60 app to be automatically entered into the draw during the period of 26 June 20 August 2023.
- 7. Proof of identity (SA Barcoded ID) will be required in order to claim your prize.
- 8. Use of a false name or address will result in disqualification.
- 9. All entries must be made directly by the person entering the competition.
- 10. Entries made online using methods generated by a script, macro or the use of automated devices will be void.
- 11. No responsibility can be accepted for entries lost, delayed or corrupted, or due to computer error in transit.
- 12. The prizes are as stated, are not transferable to another individual and no cash or other alternatives will be offered.
- 13. Prizes are subject to availability and the prize suppliers' terms and conditions.
- 14. The promoters reserve the right to amend or alter the terms of competitions and reject entries from entrants not entering into the spirit of the competition.
- 15. In the event of a prize being unavailable, the promoter reserves the right to offer an alternative prize of equal or greater value.
- 16. 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.
- 17. We 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.
- 18. 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.
- 19. Failure to respond and/or provide an address for delivery, or failure to meet the eligibility requirements may result in forfeiture of the prize.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.

- 24. Competitions may be modified or withdrawn at any time.
- 25. The provider of the prize is specified within the promotional material.
- 26. The Promoter is TopFruit (Pty) Ltd, R45, Simondium.
- 27. TOPFRUIT, manager of the Pink Lady® South Africa brand, is compliant with the POPI statute and regulations and secures the integrity and confidentiality of personal information in our possession or under our control. We have taken appropriate and reasonable technical and organisational measures to prevent
  - (a) loss of, damage to, or unauthorised destruction of personal information; and
  - (b) unlawful access to or processing of personal information.
  - We placed an "Information Officer" portal on our website topfruit.co.za that will give you access to the information officer should you need to engage in any aspects related to the collection and/ or processing of your personal information.
- 28. In the event of a discrepancy between these standard terms and conditions and the details in the promotional material (or any other terms and conditions provided/referred to at the time of entry), the details of the promotional material (and any other terms and conditions provided/referred to at the time of entry) shall prevail.
- 29. FACEBOOK & INSTAGRAM RELEASE

This promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram Sponsor: Pink Lady® Apples via TopFruit (Pty) Ltd