

TERMS AND CONDITIONS

The Edward Snell Kyotic Peak Plan ("**the Promotion**") is presented by Edward Snell (Registration number: 1923/001266/07) and/or its agencies ("**Organizer**"). All persons entering the Promotion ("**the Participants**") agree that the Promotion rules as set out in these terms and conditions ("**the Terms and Conditions**") are binding on them. A copy of these Terms and Conditions is available at <https://winwithssoutherncomfort.co.za/>

1. PROMOTION PERIOD:

- 1.1. The Promotion shall commence on 1 October 2024 at 00h00 and will run until 31 December 2024 at 23h59 or whilst stocks last ("**the Promotion Period**"), in the Republic of South Africa.
- 1.2. Participants will be able to enter the Promotion via the dedicated mobi site.
- 1.3. Participants will need to attach a new proof of purchase and enter the randomly requested last 4, 5 or 6 digits of the product barcode per entry. Duplicate slips will be disqualified.

The Promotion Period may be extended or shortened at the discretion of the Organizer (without incurring any liability to any Participant) at any time by publishing a notice to that effect on <https://winwithssoutherncomfort.co.za/>

- 1.4. and/or its social media pages and each Participant waives any claim it may have arising out of such termination.

2. ELIGIBILITY:

- 2.1. Participants must comply with these Terms and Conditions in order to qualify for the Promotion and must:
- 2.2. be 18 years or older and be a legal resident of the Republic of South Africa;
- 2.3. purchase one (1) participating 750ml product as listed below in 3.1.1.1. with a relevant Promotion neck-tag ("**the Product**") during the Promotional Period, or while stocks lasts, from any participating stores. One win per individual.

3. PROMOTION ENTRY AND REDEMPTION:

- 3.1. To enter the Promotion, Participants must:
 - 3.1.1.1. Purchase a participating 750ml Southern Comfort Original product
 - 3.1.2. A Participant will be required to scan the QR code on the Participating Product neck tag and follow the mobi site prompts to enter.
 - 3.1.3. Participant enters the qualifying barcode and follows the prompts to enter their personal details, age, phone number, product purchased, store where product was purchased, upload till slip and opt in for future comms.
 - 3.1.4. Completed entries are submitted into an algorithm on the system to determine if they are a potential Prize winner or not.

- 3.1.5. Winning Participants are sent details via SMS including a unique PIN code and prize redemption platform weblink to claim their pre-allocated prize.
- 3.1.6. Winning Participants visit prize redemption platform with unique PIN code via OTP access and redeem their pre-allocated prize to send via SMS.
- 3.1.7. Duplicate entries will be disqualified where the same till slip are used to enter the Promotion.
- 3.1.8. In the case where multiple purchases are submitted the participant may enter the promotion with each Participating Products and use the till slip – proof of purchase.
- 3.1.9. Winners have 30 days (from the date that the SMS with the unique PIN code was sent) to claim their qualifying prize or the prize will be forfeited.

4. IMPORTANT CONSIDERATIONS FOR PARTICIPATION IN THE PROMOTION:

- 4.1. Participants will be required to keep and submit their till slip as proof of purchase. Duplicate slips will be disqualified.
- 4.2. Data usage for purposes of entering the Promotion and accessing the entry and redemption platform will be for a Participant's own account.
- 4.3. Participants can only enter the Promotion a maximum of 1 (one) times per day with a total maximum of 18 (eighteen) entries during the Promotional Period. All new entries must come with a new till slip - proof of purchase.
- 4.4. Entry to the Promotion does not guarantee a prize. Only winners will be entitled to a prize and only one prize will be allocated per winning entry.
- 4.5. Prizes and type of prizes are predetermined and Participants will not be able to select their prizes.
- 4.6. Till slips must clearly show date of purchase, items purchased, amount spent and retailer information. If information is unclear the entry will be disqualified.
- 4.7. It is the Participants responsibility, to ensure when entering the Promotion to provide the correct details upon entry. Failure to do so, will result in an unsuccessful delivery of a qualifying prize and potential to forfeit such prize.
- 4.8. Winning Participants are required to claim their prize on the MSISDN that was entered with. In the event that a Winning Participant tried to claim with an alternative MSISDN, the Organizer has the right to reject that entry.
- 4.9. Pooling of prizes is not allowed (i.e. one cannot have one person enter the Promotion and another person claim the prize). In the event that a MSISDN or MSISDN's are seen to be pooling prize entries, the prizes will be revoked and the MSISDN's will be prohibited from entering the Promotion.
- 4.10. The MSISDN (mobile number) that enters the promotion is the only MSISDN that can claim the reward.

5. THE PRIZES:

- 5.1. Instant Spotify Prizes

- 5.2. All Participants who purchase a Product during the Promotional Period and are selected as Prize winners will receive a prize in the form of a Spotify subscription voucher.
- 5.3. Participants will not be permitted to select alternative prizes or types of prizes, all prizes are predetermined by entry and prizes are not transferable and may not be exchanged for other prizes.
- 5.4. The Spotify prize is governed by the following terms and conditions:
 - 5.4.1. The prize entitles a winner to either a 1 (one), 3 (three), 6 (six) or 12 (twelve) month Spotify subscription.
 - 5.4.2. Vouchers are valid for 1 (one) year from date of issue.
 - 5.4.3. The voucher is redeemable only on the Spotify platform and may require the creation or use of an existing Spotify account.
 - 5.4.4. The voucher cannot be exchanged for cash or credit.
 - 5.4.5. Once redeemed, the voucher cannot be transferred to another Spotify account or person.
 - 5.4.6. If the full value of the voucher is not used, the remaining balance will not be refunded or credited.
 - 5.4.7. The voucher code can only be used once and is void after redemption.
 - 5.4.8. The voucher may not be combined with other promotions, discounts, or offers unless explicitly stated.
 - 5.4.9. Spotify reserves the right to suspend or terminate accounts if the voucher is found to be used fraudulently or in violation of Spotify's terms of service.
 - 5.4.10. Spotify reserves the right to amend these terms and conditions without prior notice, and any changes will be binding upon the user from the date they are published.
 - 5.4.11. All Spotify vouchers are subject to Spotify's regular terms and conditions, which are subject to change, unless otherwise specified in this section
- 5.5. Grand Prize – House Party with DJ Kyotic:
 - 5.5.1. The grand prize winner will win a party to the value of R100,000.00 (One Hundred Thousand Rand) hosted by DK Kyotic.
 - 5.5.2. The winner will be provided a choice to either have the party at their home, or to have the party hosted at a night club in the area. Full details of the prize will be discussed with the winner to assess which option they would prefer
 - 5.5.3. Should the winner wish to have the party at their house, a site visit will be required by the organizers to assess suitability of the venue to host the party and discuss logistics with the winner. All sound equipment, décor, food and drinks for the event will be provided by the organizer .
 - 5.5.4. Should the winner wish to have the party at a nightclub, the organizers will propose a venue, time and date for the party with the winner for alignment. Transport to and from the venue will be provided to the winner, as well as food & drinks for the evening, as well as access to the VIP area within the club (Club layout dependent).

- 5.5.5. The winner will be contacted within 21 (twenty-one) days post campaign period.
- 5.5.6. The Organizer will attempt to contact an eligible winner 3 (three) times over a 72 (seventy-two) hour period on the cell phone number used to enter. If an eligible winner cannot be contacted, the chance to win a prize will be forfeited and a backup eligible winner will be drawn, and these same terms and conditions shall apply.
- 5.5.7. The house party to take place before 31 March 2025.
- 5.5.8. The total value of the prize will remain R100,000.00 (One Hundred Thousand Rand) for either option.
- 5.5.9. The prize is not exchangeable nor transferable, under any circumstances
- 5.5.10. The eligible prize winner may be required to sign an indemnity. Failure to sign the indemnity shall result in the prize being forfeited.

6. GENERAL:

- 6.1. In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any Participant in this Promotion will be disclosed or used by the Organizer for any purposes other than for entry into the Promotion.
- 6.2. By entering the Promotion, the Participants can opt-in to receive further communication from the Organizer.
- 6.3. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions.

The Organizer may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on the Organizer's websites:

- 6.4. The onus rests on the Participant to constantly check the websites for updates to the Terms and Conditions.
- 6.5. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organizer, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizer reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- 6.6. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores associated with this Promotion.
- 6.7. The Organizer and its agencies reserve the right to correct any errors and omissions. These Terms and Conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 6.8. Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of the Republic of South Africa.

- 6.9. The Organizer accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of any prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of products or any prize on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 6.10. If all or part of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 6.10.1. it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
 - 6.10.2. it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- 6.11. Any fraudulent behavior will result in an immediate cancellation of the Participant's submission, and the Organizer reserves any rights in law to pursue appropriate compensation and / or institute criminal proceedings. . Entries that do not comply with these Terms and Conditions will be disqualified. The Organizer reserves the right to investigate any Participant's actions regarding any aspect of any of the prizes and the redemption thereof.

7. LIMITATION OF LIABILITY:

- 7.1 To the extent permitted by the Consumer Protection Act, 2008 ("**the Act**") and any other applicable law:
 - 7.1.1. The Participant and/or winner(s) hereby indemnifies the Organizer against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the Participants entrance into the Promotion; and
 - 7.1.2 The Organizer excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).

8. CONSUMER PROTECTION ACT:

To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Act, no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Act are complied with.