

## **TERMS AND CONDITIONS**

1. This **Festive Favourites Competition** ("**Competition**"), in which Participants stand a chance to win a share of prizes to a value P100 000 (One Hundred Thousand Pula) , is organised and conducted by NBL Botswana (Pty) Ltd (situated in the Republic of Botswana), ("**Promoter**") a subsidiary of the AVI Limited Group of companies (a public company registered in the Republic of South Africa) including their affiliates, partners, associations and agents, with the assistance of their agency, Nationwide Campaign ("**Agency**").
2. This Competition is an in-store and radio competition (Yarona FM). The Competition starts on Sunday, 1 October 2023 and ends on Sunday, 31 December 2023. Entries received after the indicated closing date will not be considered.

### **WHO CAN ENTER?**

3. Participants must be 18 (eighteen) years or older and have a valid identity document or passport and reside in the Republic of Botswana during the period of the Competition ("**Participants**" / "**you**" / "**your**"). Participants under the age of 18 (eighteen) years must be fully assisted by their parent/legal guardian, who approves of and consents to the Participant's participation in the Competition and the Participant's receipt/possession of a prize.
4. Participants may not enter or receive a prize if they are directors, members, partners, employees, agents of or consultants of the Promoter, their subsidiaries, holding companies, divisions and/or associated companies; or of the advertising or promotion agencies or any other person who directly or indirectly controls or is controlled by the Promoter, or their spouses, life partners, immediate family members or business partners.
5. By entering this Competition, all Participants agree to be bound by these terms and conditions, and the Promoter's decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.
6. This is an SMS entry Competition. You have to send an SMS message from a cellular telephone. Entry from a landline is not possible. . WhatsApp entries will carry no charge other than normal data charges that may be incurred by Participants. All entries, including incomplete entries, may be billed by your service provider. The Promoter shall not be responsible for telecommunication failures on the part of your service provider. Winners will be contacted as set out in clauses 27.b and 28. Cash prizes for the on radio component of the Competition will be paid immediately following the on air announcement of the winner, and the Agency will contact the winners of the in store component of the Competition and make arrangements for delivery of the prizes.
7. No responsibility will be accepted for any entry that is not delivered, received or is delayed or damaged due to technical reasons, including telecommunications failures on the part of the Participant's service provider, or otherwise. Proof of sending is not proof of receipt.

### **HOW TO ENTER**

8. To enter the in-store component of the Competition to stand a chance to win a share of P87 000.00 (Eighty-Seven Thousand Pula) you need to –
  - a. Buy any of the following products ("**Participating Products**") to the value of P100.00 (One Hundred Pula) from a participating store:
    - i. Bakers Eet Sum Mor biscuits (all variants) 200 gram pack; or

- ii. Bakers Tennis biscuits (all variants) 200 gram pack; or
- iii. Bakers Blue Label Marie biscuits (all variants) 200 gram pack; or
- iv. Bakers Romany Creams biscuits 200 gram pack; or
- v. Bakers ChocKits biscuits 200 gram pack; or
- vi. Bakers Red Label cream biscuits (all variants) 200 gram pack; or
- vii. Bakers Choice Assorted 200 gram pack; or
- viii. Bakers Salticrax 200 gram pack;
- ix. Bakers Mini Cheddars (all variants) 6 x 33 gram multipack;
- x. Five Roses 26 pack teabags;
- xi. Five Roses 100 pack teabags;
- xii. Five Roses 125 gram loose tea;
- xiii. Five Roses 250 gram loose tea;
- xiv. Freshpak 80 pack teabags; or
- xv. Freshpak 100 pack teabags.

b. SMS “Bakers” to +267 712 05721 (standard SMS rates apply); and

c. Retain your original till slip as proof of purchase of the Participating Products.

9. To enter the radio component of the Competition to stand a chance to win a share of P13 000.00 (Thirteen Thousand Pula) you need to –

a. Buy any of the following Participating Products to the value of P100.00 (One Hundred Pula) from a participating store:

- i. Bakers Eet Sum Mor biscuits (all variants) 200 gram pack; or
- ii. Bakers Tennis biscuits (all variants) 200 gram pack; or
- iii. Bakers Blue Label Marie biscuits (all variants) 200 gram pack; or
- iv. Bakers Romany Creams biscuits 200 gram pack; or
- v. Bakers ChocKits biscuits 200 gram pack; or
- vi. Bakers Red Label cream biscuits (all variants) 200 gram pack; or
- vii. Bakers Choice Assorted 200 gram pack; or
- viii. Bakers Salticrax 200 gram pack;
- ix. Bakers Mini Cheddars (all variants) 6 x 33 gram multipack;
- x. Five Roses 26 pack teabags;
- xi. Five Roses 100 pack teabags;
- xii. Five Roses 125 gram loose tea;
- xiii. Five Roses 250 gram loose tea;
- xiv. Freshpak 80 pack teabags; or
- xv. Freshpak 100 pack teabags.

b. WhatsApp a copy of your till slip to 3911066 (standards WhatsApp rates apply); and

c. Retain your original till slip as proof of purchase of the Participating Products.

10. Multiple entries from the same Participant are allowed provided each entry is associated with a separate purchase.

11. Participants are responsible for their own costs of purchasing the Participating Products and sending the entry messages.

12. Only entries that comply with all the entry criteria will be accepted.

13. Entries generated by any form or automated means that subvert the entry process or do not conform to the terms or spirit of the Competition rules, may void the entry and may disqualify the Participant.
14. The cellular telephone number used to enter the Competition will be deemed to be the cellular telephone number of the Participant.
15. All correct and complete entries will qualify for and be entered into the next draw (following the date of the entry) as set out in the timetable below, and will remain eligible for each subsequent draw until the end of the Competition.

#### **PRIZES**

16. For the in-store component of the Competition, 18 (eighteen) winners will be selected at random and each winner will be entitled to 1 (one) prize, save that all entries will qualify for entry into the grand prize draw.
17. The total value of the prizes for the in-store component of the Competition is P87 000.00 (Eighty-Seven Thousand Pula) distributed as follows –
  - a. 7 x prizes of P1 000.00 each;
  - b. 3 x prizes of P2 000.00 each;
  - c. 2 x prize of P5 000.00 each;
  - d. 6 x prizes of Air Fryers, to the value of P4 000.00 each; and
  - e. 1 x grand prize of a trip to Cape Town for 2 persons, valued at approximately P40 000.00.
18. The grand prize trip to Cape Town includes the following:
  - a. Economy air tickets from Gaborone International Airport to Cape Town International Airport;
  - b. Car rental with AVIS Car Hire;
  - c. Accommodation (bed and breakfast only) at the Protea Fire and Ice Hotel in Cape Town for 3 (three) nights; and
  - d. Spending money of P10 000.00 per person, i.e. a total of P20 000.00.
19. The grand prize trip to Cape Town excludes the following:
  - a. Transport or any other expenses incurred by a winner in travelling from the winner's home to Gaborone International Airport, and returning home;
  - b. Parking at Gaborone International Airport;
  - c. Alcoholic beverages at the hotel;
  - d. Meals other than breakfast; and
  - e. Any other expenses of the winners not detailed under clause 18 above.
20. For the radio component of the Competition, 13 (thirteen) winners will be selected at random and each winner will be entitled to 1 (one) prize.
21. The total value of the prizes for the radio component of the Competition is P13 000.00 (Thirteen Thousand Pula) distributed between 13 prizes of P1 000.00 each.
22. Potential prize winners will be required to present their original till slip as proof of purchase as a condition of being awarded a prize. Potential winners without their original till slip will automatically be disqualified.

23. The prizes are not transferable or negotiable.
24. Other than as set out above, the prizes do not cover any costs of the winners whatsoever. Winners are responsible for their own personal tax declarations and tax payments. The Promoter shall not be liable in any way whatsoever.

**DETERMINATION OF WINNERS**

26. The winners will be determined by random draws done in accordance with the following timetable, provided however that this timetable is subject to change in the Promoter’s sole discretion should circumstances dictate –

<b>Draw Date</b>	<b>In-Store Prizes</b>	<b>Radio Prizes</b>
7 October 2023	4 x cash prizes of P1 000.00 each	1 x cash prize of P1 000.00
14 October 2023	1 x Air Fryer to the value of P4 000.00	1 x cash prize of P1 000.00
21 October 2023	3 x cash prizes of P1 000.00 each	1 x cash prize of P1 000.00
28 October 2023	1 x Air Fryer to the value of P4 000.00	1 x cash prize of P1 000.00
3 November 2023	1 x cash prizes of P2 000.00 each	1 x cash prize of P1 000.00
10 November 2023	1 x Air Fryer to the value of P4 000.00	1 x cash prize of P1 000.00
17 November 2023	1 x cash prizes of P2 000.00 each	1 x cash prize of P1 000.00
24 November 2023	1 x Air Fryer to the value of P4 000.00	1 x cash prize of P1 000.00
1 December 2023	1 x cash prize of P2 000.00	1 x cash prize of P1 000.00
8 December 2023	1 x Air Fryer to the value of P4 000.00	1 x cash prize of P1 000.00
15 December 2023	1 x cash prize of P5 000.00	1 x cash prize of P1 000.00
22 December 2023	1 x Air Fryer to the value of P4 000.00	1 x cash prize of P1 000.00
29 December 2023	1 x cash prize of P5 000.00	1 x cash prize of P1 000.00
5 January 2023	1 x grand prize	No draw
<b>Total Prizes</b>	<b>P87 000.00</b>	<b>P13 000.00</b>

27. The random draws will be conducted as follows:

- a. In-store component:

A random number will be allocated to each eligible entry. A computerised random number generator system (“Colony”) will be used to select numbers and will match those numbers to the relevant entries to identify the winners. The Agency will then contact the winners as set out in clause 30 below.

- b. Radio component:

A random number will be allocated to each eligible entry. A computerised random number generator system (“Colony”) will be used to select numbers and will match those numbers to the relevant entries to identify the winners. Every week 3 (three) potential winning entry details will be sent to the radio station to enable them to

contact the winners live on air. The radio station will allocate identifiers (A, B and C) to the 3 (three) potential winning entry details and randomly select the first entry to call live on air. If the radio station is unable to contact the first entry they will continue the process until they have successfully contacted an entry and a winner is identified. Winners will receive their cash prizes immediately after the on air draw.

28. The potential winners of the in store component of the Competition will be contacted by the Agency following the random draws and informed that they have been drawn as potential winners. They will be required to answer verification questions (which may include but not be limited to providing the original till slip, a copy of their identity document, and proof of a valid bank account in Botswana) before they are confirmed as winners.
29. Once the Promoter has verified the potential winners' original till slips and identity documents, the prizes will be awarded. Potential winners who are unable to provide their original till slips and identity documents will automatically be disqualified from the Competition and a replacement potential winner will be drawn.
30. The Agency will contact potential winners telephonically. If a selected potential winner cannot be telephonically contacted personally within 3 (three) months of the draw date, or a potential winner fails to provide the Agency with the required documents and information after having been contacted, such potential winner will, 3 (three) months after the draw date, be disqualified as a potential winner, forfeit all potential prizes and a replacement potential winner will be drawn.
31. Payment of the cash prizes will be made by way of electronic funds transfer directly to the winner's bank account or to an alternative bank account nominated by the winner, in the event that the winner does not hold their own bank account.
32. Prize winners may be required to provide acknowledgement of receipt of their prize.
33. The Promoter reserves the right to select alternative winners in the event that they reasonably believe, in their sole discretion, that: (i) a winner is not eligible to win; (ii) a winner has contravened any of these terms and conditions; (iii) a winner has acted in a manner that is not in the spirit of the Competition; (iv) a winner's conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition; (v) a winner has acted fraudulently with regards to the Competition; (vi) it would be unlawful to award the prize; or (vii) if the winner fails to accept the prize after 3 (three) attempts for any reason whatsoever, or if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to verify the entry or to hand over the prize. In these instances, the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.
34. The Promoter reserves the right to announce the winners' names publicly or on such electronic sites as it may choose, including but not limited to the Promoter's websites and social media pages, or on radio. Entry into this Competition is deemed to be consent by Participants to announce their names publicly.

#### **PUBLICITY AND DATA PRIVACY**

35. Save as otherwise provided in clause 31, winners have the right to decline permission to use their name or image in marketing material or participate in any marketing activity, failing which the Promoter has the right to use their name or image in marketing material or any marketing activity without any liability to the Promoter or remuneration due to the winners.

36. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoter and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to winners.
37. Should the Participant have elected to receive marketing communication from the Promoter and other AVI Limited Group brands, the Participant's contact details will form part of the Promoter's database and they will receive marketing communication on, including but not limited to, upcoming promotions, competitions and offers related to AVI Limited Group brands. The Participant's personal information will be shared with the AVI Limited Group brands and their agents to the extent necessary to ensure they receive this communication either via email or SMS, and for prizes to be delivered to winners, for example. Should a Participant wish to remove their details from this database at any stage, please select the opt-out option made available to you or contact the Promoter's consumer care line.
38. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoter in terms of the law of the Republic of Botswana should any terms or conditions be found to be in conflict with any laws, they will be severable from the remaining terms and conditions contained herein.

#### **GENERAL**

39. All publicity materials will be the sole property of the Promoter.



Please note that the following terms require you to **take on risk, limit the liability of the Promoter and indemnify the Promoter**. Please **read them carefully** and contact the Promoter if you have any questions!

40. In the event that the Promoter needs to shorten, extend, suspend the time period of the Competition, terminate the Competition, change the prizes, or change these terms and conditions for technical, commercial, or operational reasons, or for reasons beyond its control, application will be made to the Gambling Authority in terms of the Gambling (Promotional Competitions) Regulations, 2023, and any changes authorised by the Gambling Authority will be communicated to consumers and Participants.
41. **To the fullest extent permitted by law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Promoter, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from participating in the Competition, any Competition-related activity and/or acceptance, receipt, possession or use/misuse of any prize.**
42. **To the extent permitted by law, the Promoter will not be liable in any way whatsoever, for any claims arising from loss, injury, damage or costs, suffered by a Participant in relation to this Competition or the prizes offered, including but not limited to claims relating to defects in the prizes or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by Participants.**
43. **The Promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.**
44. The law of the Republic of Botswana shall govern these competition terms and conditions.

45. For a copy of these terms and conditions please visit [www.avi.co.za/legal](http://www.avi.co.za/legal). For further information please contact the Promoter on +267 393 3663 or [gonewas@nbl.co.bw](mailto:gonewas@nbl.co.bw).
46. The Promoter is situated at NBL Botswana (Pty) Ltd, Plot No.888 Gaborone International Commerce Park, Botswana.