

TERMS AND CONDITIONS

1. This **Winter Comforts Competition** (“**Competition**”) is organised and conducted by AVI Distributors Namibia (Pty) Ltd (situated in the Republic of Namibia) (“**Promoter**”), a subsidiary of AVI Limited (a public company registered in the Republic of South Africa) including their affiliates, partners, associations and agents, with the assistance of their agency, Brand Plan Advertising (“**Agency**”).
2. This Competition is an in-store and on-radio (99FM) competition. The Competition starts on Wednesday, 1 May 2024 and ends on Saturday, 31 August 2024. 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 Namibia 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 (in-store) and WhatsApp (on radio) entry Competition. You have to send either an SMS or WhatsApp message from a cellular telephone. Entry from a landline is not possible. Standard SMS and WhatsApp rates apply. 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.
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 you need to –
 - Buy any one or more of the following products (“**Participating Products**”) to the value of N\$50.00 (Fifty Namibian Dollars) from a participating store:
 - Koffiehuis® Pronto® coffee bags, 250 gram pack;
 - Koffiehuis® coffee, 250 gram pack;
 - Frisco® coffee, 200 gram or 250 gram pack;
 - Ellis Brown® creamer, 500 gram or 750 gram pack;
 - Hug in a Mug®, all variants and all pack sizes;
 - Five Roses® tea, 62.5 gram or 250 gram pack;
 - Freshpak® tea, 40 gram, 100 gram or 200 gram pack;

- Bakers® Eet-Sum-Mor® biscuits, 200 gram pack;
 - Bakers® Romany Creams® biscuits, 200 gram pack;
 - Bakers® Topper® biscuits, 125 gram pack;
 - Bakers® Tennis® biscuits, 200 gram pack; and
 - Bakers® Red Label® Lemon Cream biscuits, 200 gram pack.
- SMS COMFORTS to 445; and
 - Retain your original till slip as proof of purchase of the Participating Products.
9. To enter the on radio component of the Competition you need to –
- Buy any one or more of the Participating Products to the value of N\$50.00 (Fifty Namibian Dollars) from a participating store;
 - WhatsApp a copy of your till slip to +264 81 788 8036; and
 - 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 all draws, including the grand prize draw.

PRIZES

16. For the in-store component of the Competition:
- 6 (six) winners will each win N\$1 000.00 (One Thousand Namibian Dollars) cash;
 - 10 (ten) winners will each win N\$2 000.00 (Two Thousand Namibian Dollars) cash each;
 - 3 (three) winners will each win N\$5 000.00 (Five Thousand Namibian Dollars) cash each;
 - 2 (two) winners will win an electric heater to the value of approximately N\$4 000.00 (Four Thousand Namibian Dollars) each;
 - 2 (two) winners will win a microwave oven to the value of approximately N\$4 000.00 (Four Thousand Namibian Dollars) each; and
 - 2 (two) winners will win an air fryer to the value of approximately N\$4 000.00 (Four Thousand Namibian Dollars) each;
17. For the on radio component of the Competition, 15 (fifteen) winners will each win N\$1 000.00 (One Thousand Namibian Dollars) cash.

18. 1 (one) grand prize winner will be drawn from both the in-store and on radio entries and will win N\$50 000.00 (Fifty Thousand Namibian Dollars) cash.
19. The total value of the prizes for both the in-store and on radio components of the Competition, is approximately N\$130 000.00 (One Hundred and Thirty Thousand Namibian Dollars).
20. 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.
21. The prizes are not transferable or negotiable.
22. The Promoter reserves the right to substitute the prizes for alternative prizes of equal or greater value should the prizes not be available due to unforeseen circumstances.
23. The air fryers, microwaves, and electric heaters may differ from that shown on the promotional material with regard to illustrations, images, colour, and specifications, and same shall be subject to availability and be in the Promoter's sole discretion to select same.
24. The prizes do not cover any costs of the winners whatsoever.

DETERMINATION OF WINNERS

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

Draw Date (on or about)	In-Store Prizes	On Radio Prizes
Week 1: 6 May 2024	3 x N\$1 000.00 cash each	1 x N\$1 000.00 cash
Week 2: 13 May 2024	1 x Air fryer to the value of approximately N\$4 000.00	1 x N\$1 000.00 cash
Week 3: 20 May 2024	3 x N\$1 000.00 cash each	1 x N\$1 000.00 cash
Week 4: 27 May 2024	1 x Microwave to the value of approximately N\$4 000.00	1 x N\$1 000.00 cash
Week 5: 3 June 2024	4 x N\$2 000.00 cash each	1 x N\$1 000.00 cash
Week 6: 10 June 2024	1 x Electric heater to the value of approximately N\$4 000.00	1 x N\$1 000.00 cash
Week 7: 17 June 2024	3 x N\$2 000.00 cash each	1 x N\$1 000.00 cash
Week 8: 24 June 2024	1 x Microwave to the value of approximately N\$4 000.00	1 x N\$1 000.00 cash
Week 9: 1 July 2024	3 x N\$2 000.00 cash each	1 x N\$1 000.00 cash
Week 10: 8 July 2024	1 x Air fryer to the value of approximately N\$4 000.00	1 x N\$1 000.00 cash
Week 11: 15 July 2024	1 x N\$5 000.00 cash	1 x N\$1 000.00 cash
Week 12: 22 July 2024	1 x Electric heater to the value of approximately N\$4 000.00	1 x N\$1 000.00 cash
Week 13: 29 July 2024	2 x N\$5 000.00 cash each	3 x N\$1 000.00 cash each
Week 14: 5 August 2024	1 x grand prize of N\$50 000.00 cash	

26. Random numbers will be allocated to each eligible SMS and WhatsApp entry. A computerised random number generator system will be used to select numbers from both the in-store SMS entries and the radio WhatsApp entries and will match those numbers to the relevant entries to identify the potential winners of each component of the Competition.

CONTACTING THE WINNERS

27. The potential winners will be contacted by the Promoter's agents 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 and a copy of their identity document) before they are confirmed as winners.
28. 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.
29. The Agency will telephonically make 3 (three) attempts within 48 (forty-eight) hours to contact the potential winners as contemplated above. If a selected potential winner cannot be telephonically contacted personally after 3 (three) attempts, or if after first being contacted by the Agency, is not reachable, or a potential winner fails to provide the Agency with the required documents and information, such potential winner will be disqualified as a potential winner, forfeit all potential prizes and a replacement potential winner will be drawn.
30. Delivery of the cash prizes will be by electronic funds transfer and delivery of the other prizes will be arranged with each winner individually.
31. Prize winners may be required to provide acknowledgement of receipt of their prize.
32. 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.
33. 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

34. Save as otherwise provided in clause 33, 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.

35. 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.
36. 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.
37. 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 Namibia 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

38. All publicity and other 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!

39. The Promoter reserves the right to shorten, extend, suspend the time period of the Competition or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control. The Competition, its prizes, and these terms and conditions, may be amended by the Promoter, at any time during the Competition for reasons beyond its control. Any changes to the Competition, including termination thereof, will be communicated to Participants. In such an event, all **Participants waive any rights that they may have/purport to have in terms of this Competition and acknowledge that they will have no recourse against the Promoter whatsoever.**
40. **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.**
41. **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.**
42. **The Promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.**

43. **By their entry into the competition participants confirm that the manufacturer/s of the air fryers, microwaves, and electric heaters are not promoters of this competition, which is in no way sponsored or administered by, or associated with such manufacturer/s, and they full release such manufacturer/s from any liability in connection with this competition. Any questions, comments, or complaints regarding the competition are to be directed to the promoters. Any product warranties attaching to the prizes from the original equipment manufacturer/s will transfer to the winners.**
44. The laws of the Republic of Namibia shall govern these competition terms and conditions.
45. For a copy of these terms and conditions please visit www.avi.co.za/terms-and-conditions/. For further information please contact the Promoter on simeonk@avi.co.za (Simeon Kashima).
46. The Promoter is situated at AVI Distributors Namibia (Pty) Ltd, 1st Floor, Desert Holdings Building, 128 Jan Jonker Street, Namibia.