

## TERMS AND CONDITIONS

1. This **Trinco® ROI™ Launch Competition** (“**Competition**”) is organised and conducted by National Brands Limited, 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 (“**Promoter**”).
2. The Competition is run in association with the participating wholesale stores (“**participating store/s**”) set out in 4 below but the Promoter of the Competition remains National Brands Limited.
3. The list of participating stores may be subject to change from time to time in the sole and absolute discretion of the Promoter.
4. Participating stores:
  - 4.1. **Gauteng:**
    - 4.1.1. Yarona Cash and Carry – Crown Mines
    - 4.1.2. Devland Cash and Carry – Devland
    - 4.1.3. Saania Distributors – Crown Mines
    - 4.1.4. Advance Cash and Carry – Pretoria
  - 4.2. **North West:**
    - 4.2.1. IBC Batho – Koster
    - 4.2.2. Platinum Cash and Carry – Mogwase
    - 4.2.3. Overland Cash and Carry – Klerksdorp
  - 4.3. **Free State**
    - 4.3.1. Tradeport Cash and Carry – Welkom
    - 4.3.2. Devland Cash and Carry – Kokstad
    - 4.3.3. Unitrade Metro Foods – Bloemfontein
    - 4.3.4. Bibi Cash and Carry – QwaQwa
  - 4.4. **Northern Cape**
    - 4.4.1. Numain Cash and Carry – Kimberley
  - 4.5. **KwaZulu-Natal**
    - 4.5.1. Tradeport Cash and Carry – Phoenix
    - 4.5.2. Jadwarts Wholesalers – Isipingo
    - 4.5.3. IBC Cash and Carry – Pietermaritzburg
    - 4.5.4. Phoenix Cash and Carry – Pietermaritzburg
    - 4.5.5. Northcity – Newcastle
    - 4.5.6. Devland Impuphu – Newcastle
    - 4.5.7. IBC Bargain – Port Shepstone
    - 4.5.8. Phoenix Cash and Carry - Empangeni
5. Entries received after the indicated closing date will not be considered.

## WHO CAN ENTER?

6. Participants must be 18 years or older, or if under 18 years old, must be duly assisted by a legal guardian) and have a valid identity document or passport and reside in the Republic of South Africa during the period of the Competition, up to and including the dates of determination of the winners and prize redemption dates ("**Participants**" / "**you**" / "**your**").
7. 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.
8. 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.
9. The Competition will be an in-store entry competition. It will start on Monday, 1 July 2024 and close at 12pm on Monday, 30 September 2024.

## HOW TO ENTER

10. To enter the Competition, Participants need to:
  - 10.1 Purchase any 2 x cases\* of either:
    - 10.1.1 Trinco® ROI™ 80 tea bags (\*each case containing 36 packs of 80 tea bags each (shrink-wrapped in 6 x 6 packs)); or
    - 10.1.2 Trinco® ROI™ strip packs (\*each case containing 30 strip packs, each strip pack consisting of 4 packs x 10 tea bags each (shrink-wrapped in 5 x 6 packs))
  - (**"participating products"**) from any participating store;
  - 10.2 Write your name and telephone number on the back of the original till slip; and
  - 10.3 Place the original till slip into the entry box inside the participating store.
11. Multiple entries from the same Participant are allowed but Participants will not be allowed to win more than 1 (one) prize.
12. All correct and complete entries for the Competition will qualify for entry into the Competition.
13. Incomplete entries will automatically be disqualified.

## PRIZE

14. The prizes are 1 (one) SWITCHED branded 200W portable power station to the value of approximately R3 500.00 (Three Thousand Five Hundred Rand) for entries from each of the participating stores, i.e., a total of 20 (twenty) prizes across all participating stores.
15. The prizes are not transferable or negotiable or redeemable for cash.

16. The prizes 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 in the Promoters' sole discretion to select same.
17. 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.
18. The prizes do not cover any other costs of the Participants whatsoever.

#### **DETERMINATION OF WINNERS**

19. The potential winners will be determined by a random draw done as soon as possible after close of the Competition on 30 September 2024.
20. The potential winners will be contacted by the Promoter telephonically on the number written on the original till slip. 3 (three) attempts will be made to contact the potential winners within a 48 (forty-eight) hour period. If the potential winners do not respond the potential winners will automatically be disqualified from the Competition and replacement potential winners will be drawn and contacted until such time as potential winners respond within the prescribed time period and are verified as the winners.
21. The potential winners will be required to provide proof of identity. Once verified the prizes will be awarded. A potential winner who cannot be verified (within the Promoter's sole discretion) will automatically be disqualified from the Competition and a replacement winner will be drawn.
22. Arrangements will be made with the winners for handover of the prizes at the participating stores.
23. Potential winners will only be contacted by the Promoter. The Promoter is in no way liable for any damages or losses suffered by a Participant who is contacted by or engages with any other party purporting to represent the Promoter. Participants are encouraged to report any suspicious contacts.
24. Only Participants who have complied with the entry requirements for the Competition will be entitled to participate.
25. The Promoter reserves the right to disqualify a Participant or select an alternative winner 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 a 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 winners will be disqualified and forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.
26. Announcement of the winners' names may be done on such social media and/or website pages as either the Promoter or the participating stores may elect in their sole discretion. This is a condition of entry to the Competition and entry into this Competition is deemed to be

consent to publish winners' names. Should a Participant not consent to publication of their name they should not enter the Competition.

#### **GRANTING OF RIGHTS IN CAPTIONS AND/OR IMAGES AND/OR VIDEOS**

27. **Participation in the Competition will require for example that a Participant's and/or winner's name and photo be displayed on the Promoter's social media accounts or website without any liability to the Promoter, or remuneration being due to the winners. SHOULD YOU NOT AGREE THERETO, DO NOT ENTER THE COMPETITION.**
28. **Participants and/or winners grant to the Promoter the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sub-licensable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the captions and/or images and/or videos in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to the Participant and/or winners. Participants and/or winners further agree, upon the Promoter's request and without compensation, to sign any and all necessary and appropriate documents so as to effect, perfect or record such grant of license rights.**

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

29. Other than as provided in clauses 26, 27 and 28 above, Participants and/or winners have the right to decline permission to use their name or image in marketing material or participate in any marketing activity. Should the Participants and/or winners verbally or otherwise agree to it, the Promoter may publish the Participants and/or winners' name and images on, including but not limited to, the Promoter's social media accounts or website, if applicable, without any liability to the Promoter or remuneration due to the Participants and/or winners.
30. 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 prize winners. Such personal information will be processed in accordance with the provisions of the Protection of Personal Information Act, 4 of 2013. Participants who have questions regarding any matter relating to their privacy or their personal information, or if they believe there has been a breach of their privacy or their personal information, may either contact the Promoter or, file a request for access to personal information in accordance with the AVI Manual in terms of Section 51 of the Promotion of Access to Information Act, No 2 of 2000 available at <https://www.avi.co.za/wp-content/uploads/2017/03/Promotion-of-Access-to-Information-Manual.pdf>; or, submit a complaint to the Information Regulator in the prescribed manner and form - (<https://justice.gov.za/infoereg/index.html>).
31. 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 prize 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.
32. 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 South Africa 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

33. 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!

34. 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 or generally for any reason whatsoever within their sole discretion. The Competition, its prize, and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within the Promoter's sole discretion. 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.**

35. **To the fullest extent permitted by law, by participating, the Participants indemnify, release and agree 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.**

36. **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. The Promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.**

37. **Participants confirm by their entry into the Competition that SWITCHED is not the promoter of this Competition; it is in no way sponsored, endorsed or administered by or associated with SWITCHED; and they fully release SWITCHED from any liability in connection with this Competition, other any than any product liability that may arise and subsist in terms of the Consumer Protection Act.**

38. The laws of the Republic of South Africa will govern these competition terms and conditions.

39. A copy of the terms and conditions is available at <https://www.avi.co.za/terms-and-conditions/>. The Promoter can be contacted on [talk2us@trinco.co.za](mailto:talk2us@trinco.co.za).

40. The Promoter is situated at 30 Sloane Street, Bryanston, Gauteng.