

## **Terms and conditions for Spar Top 80 Club – Coastal Region**

- 1 This is a promotional competition called Spar Top 80 Club (the “Competition”) conducted by Lucky Star Ltd (Registration Number: 1946/022718/06) of 8th Floor, Oceana House, 25 Jan Smuts Street, Foreshore, Cape Town (the “Promoter”).
- 2 Except for those participants described in clause 7 below, the Competition is open to the owners of the Spar Group Limited stores, represented by the owners, the directors (in the case of a company) or members (in the case of a close corporation and / or their employees) currently residing in South Africa who have valid identity documents or passports and who are 18 years or older (in the case of sole proprietors or partnerships) or are registered and have a registered address in South Africa (in the case of companies and close corporations)
- 3 To enter the competition, participating stores must:
  - 3.1 maintain a maximum price point of R19.99 for 400g Pilchards (Tomato, Chilli and Sweet Chilli) (“Promotion Product”) off promotions for the duration of the competition the participant will be required to submit a signed and stamped pricing agreement form;
  - 3.2 maintain a fully stocked Gondola - End bulk display for the duration of the Competition with the display price marked in bold at all time; and
  - 3.3 achieve a set target of a minimum of 15% volume growth (in cases) over the duration of the promotion, which will be measured based on the participant’s purchases from its respective Spar distribution centres.
- 4 Prizes consist of a First prize of R50,000, a second prize of R30,000.00 and a third prize of R20,000.00. All prizes will be in cash. Prizes will be won by the stores in order of the highest volume growth (in cases) within the specific region of the Promotion Product and over the promotion period measured based on the participant’s purchases from its respective Spar distribution centres and who have complied with all the in-store elements of clause 3 above. The winners will be chosen by the Promoter in its sole discretion.
- 5 The competition opens on 1 February 2020 and closes at midnight on 30 April 2020.
- 6 Winners will be contacted via phone, email or telephone by 14 May 2020.
- 7 The prize shall not be awarded to a director, member, partner, employee or agent of, or consultant, or their spouse, partner or members of their immediate family, to the Promoter or any other person who directly or indirectly controls or is controlled by, the Promoter, or any other entity who directly or indirectly controls or is controlled by the Promoter, or a supplier of goods or services in connection with the Competition. The Promoter reserves the right to request a winner to depose an affidavit confirming that he/she does not fall within this category of persons and must further upon request be able to verify their identity by providing a certified copy of their identity document or valid passport (or in the case of a legal entity a certified copy of the registration documents).
- 8 Prizes are not transferable and will only be given to the winner and not a representative.

- 9 If for whatever reason the winner cannot be contacted or is disqualified in terms of clause 17 below, the prize will be forfeited to the Promoter for a reselection on the same basis that the original winners were selected.
- 10 By entering this competition, the participant acknowledges and agrees that the Promoter, its agents and representatives are granted the right to invite the participant, which invitation the participant has the right to decline, to be present at the handover ceremony to the winners (if applicable), to, participate in any marketing activity and use the footage and/or images of the participant in whole or part and in connection with the distribution, broadcasting and all advertising, marketing and promotions to do with the footage in relation to the Competition, without any remuneration being payable to the winners for such participation.
- 11 When a participant submits an entry and/or sends e-mails to the Promoter, that participant consents to receiving communications from the Promoter electronically and agrees that all agreements, notices, disclosures and other communications sent by the Promoter electronically satisfy any legal requirements, including but not limited, to the requirement that such communication should be "in writing".
- 12 A participant, by entering the competition, agrees and gives consent that the information provided to enter the competition may be stored and used for statistical purposes or for marketing purposes by the Promoter. Consent to use the participant's information is not a condition for entry in the competition and the participant has the right to withdraw such consent at any time by notifying the Promoter per telephone on number 021 415 8600 or per e-mail at [info@luckystar.co.za](mailto:info@luckystar.co.za).
- 13 Information collected from participants will be used by the Promoter only and will not in any way be transferred or made available to third parties except if it remains for the use by the Promoter only.
- 14 A participant will have the right to request from the Promoter details of the information held of the participant and to update and/or correct any of the information provided. The Promoter can be contacted for this purpose per telephone on number 021 415 8600 or per e-mail at [info@luckystar.co.za](mailto:info@luckystar.co.za).
- 15 No correspondence will be entered into and the Promoter's decision is final and binding, subject only to the supervision and certification of the competition by an independent accountant, registered auditor, attorney or advocate and the reporting thereon through the Promoter's internal audit reporting procedures.
- 16 When entering the competition, a participant acknowledges and agrees to these terms and conditions.
- 17 Should any participant or winner be found to be in contravention of any of these terms and conditions or in the opinion of the Promoters, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill of reputation of the Promoter, the Promoter reserves the right to disqualify such a participant or winner on written notice.
- 18 The Promoter chooses as its *domicilium citandi et executandi* for all purposes under this competition, whether in respect of court process, notice or other documents or communication of whatsoever nature: 7th Floor, Oceana House, 25 Jan Smuts Street, Cape Town, 8001.

- 19 The Promoter has the right to terminate the competition immediately and without notice in the event that, due to reasons beyond its control, it is impossible to continue with the competition. In the event of such termination, all participants agree to waive any rights that they may have in terms of this competition and acknowledge that they will have no recourse against the Promoter, its directors, employees and agents.
- 20 The Lucky Star consumer helpline for enquiries is 0860 102 500.