

Terms and Conditions: WINDHOEK® KEEP IT REAL THE BARON COMPETITION

1. The promotion will run from 23 October 2020 and close on 16 November 2020. The promotion will close at 23:59 on 16 November 2020.
2. The promotion is open to all legal residents of the Republic of South Africa **excluding:**
 - a. The director, member, partner, employee or agent of, or consultant of HEINEKEN South Africa or any other person who directly or indirectly controls or is controlled by HEINEKEN South Africa or a supplier of goods or services in connection with this promotion;
 - b. The relatives, family members, spouses, life partners, or business partners of any of the persons specified in paragraph (a) above;
 - c. Persons under the age of 18 years; or
 - d. Persons who are not legal residents of the Republic of South Africa.
3. All participants must be over the age of 18 years at the date of entry and will be required to exhibit valid identity documents as proof thereof.
4. Your participation in this promotion constitutes your acceptance of these terms and conditions.
5. To enter and stand a chance to win a weekend getaways to Umganu Private Lodge for you and a partner and instant prize of a cardholder, a participant must:
 - a. Purchase a Windhoek Draught 330ml, 440ml, or 500ml
 - b. Use the store's mobile scratch app system to enter and stand a chance to win
6. In respect of the cardholder, there will a total of 400 winners (across all The Baron stores).
7. Only One (1) winner will be selected (across all The Baron stores) during the draw and the winner will be allowed to bring one friend along on the weekend trip to Umganu Private Lodge.
8. The trip to Umganu Private Lodge will take place from 5 to 8 February 2021.
9. The winner and his or her friend must be able to travel within the time specified above (or as amended by HEINEKEN South Africa), otherwise, the winner will forfeit the prize.
 - a) The prize only includes:
 - I. 2 nights' accommodation (for the winner and friend), in a room sharing. All meals for the 2 nights and a game drive to The Kruger National Park are included, additional experiences and exclusions will be planned at the discretion of HEINEKEN South Africa and its partners;
 - II. Transport to Umganu Private Lodge in Hazyview will be provided from Johannesburg and
 - III. Transport to Johannesburg for winners outside Gauteng will be provided
 - b) The flights, accommodation, meals, for the winner and his or her friend shall be at the sole and absolute discretion of HEINEKEN South Africa and will be final. HEINEKEN South Africa will only cover the costs of the flights, accommodation, meals, anything outside this package such as re-routing

or upgrade of flights, an extension of stay in Johannesburg or at Umganu Private Lodge, amendment of flights or accommodation, upgrading of accommodation, change of meals or any other change will not be covered or paid for by HEINEKEN South Africa.

- c) If the winner wishes to travel alone or not to travel at all or travel without his/her friend, the prize in respect of the winner and/or the friend as applicable shall be forfeited to HEINEKEN South Africa. HEINEKEN South Africa shall not be liable whatsoever, for any reason, for the inability of the winner and/or his or her friend or for the inability of the winner and/or his or her friend to travel to Umganu Private Lodge or for the refusal of the winner and/or of his or her friend to travel to Umganu Private Lodge and The Kruger National Park. The friends selected by the winner should be over the age of 18 at the time of selection by the winner and the friend will be required to exhibit valid identity documents as proof thereof.
10. The winners will be selected through a random draw. Winners will be selected within two weeks (4 December 2020) of the competition closure date (this date is subject to change without notice).
 11. Winners will be contacted by HEINEKEN South Africa, by email or telephone within four weeks (18 December 2020) of the competition closure date (this date is subject to change without notice). If the winner cannot be contacted successfully within 2 consecutive days post the promotion selection, the prize will be forfeited to HEINEKEN South Africa for a reselection. Each participant should therefore provide accurate, valid, and up to date contact details.
 12. The decision on the prize is final and binding and no correspondence will be entered into. Every effort will be made to ensure that the prize is as described above, but due to the nature of the prize, it may be altered at any time, at HEINEKEN South Africa's discretion.
 13. Although we have taken care to make sure that the prize is of good quality, we do not give any warranties about the prize and you agree to accept the prize "as is". Subject to applicable law, you also indemnify us against any damages that anyone may suffer as a result of the prize/s or this competition, including consequential and economic loss.
 14. It is your responsibility to ensure that your personal contact details provided are complete, accurate, and up to date. If the selected winner/s cannot be contacted, is ineligible, fails to claim the prize within 7 working days from the time award notification was sent, the prize may be forfeited to HEINEKEN South Africa and an alternate winner will be selected.
 15. Any costs or expenses incurred in respect of items not specifically included in the prize are for the winners' own account. HEINEKEN South Africa, and its affiliates if applicable, will not be responsible for any other expenses which the winner may incur as a result of their acceptance and/or use of a prize, whether foreseen or not.
 16. If the purchased product in connection with this promotion is returned to the store, you will forfeit your prize.

17. The prize is not transferrable and may not be deferred, changed, or exchanged for cash or any other item.
18. To the extent that any taxes, duties, levies, or other charges may be levied on a prize by the State or any other competent government or regulatory body, the winner/s will be liable, therefore, and HEINEKEN South Africa will not increase the value of the prize/s to compensate for such charges.
19. HEINEKEN South Africa reserves the right to terminate or temporarily suspend or amend this promotion at any time during the promotion for any reason or if it experiences difficulties that might compromise its integrity.
20. Neither HEINEKEN South Africa nor their respective advertising, media, and PR agencies, nor their associated companies and affiliates, nor their trading partners shall be liable in any way whatsoever for any loss, damage or costs, howsoever arising, suffered by a participant of this promotion and/or receipt and/or use of the prize offered.
21. Under no circumstances shall HEINEKEN South Africa nor their respective advertising, media, and PR agencies, nor their associated companies and affiliates, nor their trading partners be liable to anyone who enters this promotion for any indirect or consequential loss howsoever arising which may be suffered in relation to this promotion, whether as a result of any negligent act or omission or any default on the part of HEINEKEN South Africa or otherwise.
22. By participating in this promotion, each participant hereby consents to the processing of his or her personal information and to the use of such personal information for the purpose of future communications from the promoter to the participant; provided that the participant shall be entitled at any time to opt-out of such communications. All personal information of the participant will be processed in accordance with the applicable data protection legislation including the Protection of Personal Information Act, 2013. The winner may be required to take part in publicity in respect of the prize and participation is conditional upon the winner's agreement to take part in such publicity and having the opportunity to decline such requirement. The winner will not be entitled to any payment or other remuneration for any such publicity or otherwise. All and any materials, including publicity materials, will be the sole property of HEINEKEN South Africa.
23. The laws of the Republic of South Africa govern these Terms and Conditions and participants agree to be subject to the exclusive jurisdiction of the South African courts.
24. A copy of these terms and conditions are available from the Windhoek Facebook page and website (www.windhoekbeer.com). For all queries in respect of this promotion, please contact HEINEKEN South Africa on 0800 026 027.
25. HEINEKEN South Africa's standard terms and conditions (available at no costs from www.heinekensouthafrica.co.za) apply.
26. Promoters: HEINEKEN South Africa (Proprietary) Limited ("**HEINEKEN South Africa**"), Inanda Greens Business Park, Building 1, 54 Wierda Road West, Wierda Valley, Sandton and The Baron & Quail Franchising (Pty) Ltd ("The

Baron”) (Registration number: 1999/014137/07), Hammets Crossing Office Park, 2 Selboume Road, Johannesburg North, 2191.