

Terms and Conditions: WINDHOEK® KEEP IT REAL TOPS COMPETITION

1. The promotion will run from 1 October 2020 and close on 31 October 2020
The promotion will close at 23:59 on 31 October 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 receive a Windhoek branded cardholder, a participant must purchase any case of Windhoek from a participating TOPS at SPAR. The Windhoek branded cardholder to be won are limited and therefore are only available for redemption while stocks last. The Windhoek branded cardholder will be provided to you at the participating TOPS at SPAR .
6. 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.
7. Although we have taken care to make sure that the prize is of a 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.
8. It is your responsibility to ensure that your personal contact details provided are complete, accurate and up to date.
9. 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.
10. If the purchased product in connection with this promotion is returned to store, you will forfeit your prize to the Promoters.
11. The prize is not transferrable and may not be deferred, changed or exchanged for cash or any other item.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. HEINEKEN South Africa's standard terms and conditions (available at no costs from www.heinekensouthafrica.co.za) apply.
20. Promoters: HEINEKEN South Africa (Proprietary) Limited ("**HEINEKEN South Africa**"), Inanda Greens Business Park, Building 1, 54 Wierda Road West, Wierda Valley, Sandton and The SPAR Group Limited ("**TOPS at SPAR**") (registration number: 1967/001572), 22 Chancery Lane, Pinetown, 3610, Kwa-Zulu Natal.