

TERMS AND CONDITIONS – DIAGEO SA: JOHNNIE WALKER

UNRIVALLED “WIN A TRIP TO THE MONACO F1” COMPETITION

1 Important Notice

1.1 These terms and conditions contain certain terms and conditions which (i) may limit the risk or liability of the promoters or a third party, (ii) may create risk or liability for you; and/or (iii) may compel you to indemnify Diageo SA or a third party; and/or (iv) may be an acknowledgement of any fact by you.

1.2 You acknowledge that by submitting your entry to the competition, you have been given an appropriate opportunity to first read and understand these terms and conditions before entering the competition and you agree to them.

1.3 Nothing in these terms and conditions is intended to, or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for either the entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").

2 This competition is organised by Diageo South Africa (Pty) Ltd (registration number: (1964/003344/07) ("Diageo SA" or the promoter").

3 The competition commences on 1 February 2019 and ends on 9 April 2019.

4 You will only be eligible to enter this competition if:

4.1 You are a natural person over the age of 18 at the date of entry and hold a valid South African ID and SA passport. You will be required to submit valid identification documentation in order to verify your age if you win;

4.2 you are not a director, member, partner, employee, agent or consultant to Diageo SA or participating promoters above, or any marketing service provider in respect of the promotional competition or any other person who directly or indirectly controls or is controlled by the promoter/s or suppliers of goods or services in connection with this competition, or the spouse, life partner, parent, child, brother, sister, business partner or associate of such a person;

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4.3 it is not unlawful to supply the prize to you in terms of any legislation or public regulation and Diageo SA reserves the right to require proof that it will not be unlawful to supply the prize to you;

4.4 You have not in the previous 3 (three) months from the entry date of the competition accepted and been awarded a prize from a competition run by Diageo;

5 to be eligible to win the grand prize of a trip for 2 (two) people to the FORMULA 1 GRAND PRIX DE MONACO 2019 on 24 – 26 May 2019 valued at R500, 000 (the “Prize”), entrants must also be in possession of a valid South African passport. Each retailer (specified in 5.1) will also have four differentiated individual prizes valued at R20, 000 each that entrants could win; the winners for which will be drawn at the end of the competition.

5 To enter this competition and stand a chance to win:-

5.1 Buy a 750ml Johnnie Walker Gold Label Reserve for 1 entry, 750ml Johnnie Walker Green Label for 2 entries, 750ml Johnnie Walker 18 Year Old for 3 entries or 750ml Johnnie Walker Blue Label for 4 entries from any participating retailer (Pick n Pay, Makro, Spar, Checkers, Shoprite or Ultra Liquors) and enter via the retailers specified entry platform which are as follows:

- 5.1.1 Pick n Pay- swipe your Smart Shopper card for automatic entry;
- 5.1.2 SPAR- visit www.jwunrivalled.co.za and upload your till slip;
- 5.1.3 CHECKERS – purchase any participating product and refer to till slip for entry;
- 5.1.4 SHOPRITE- purchase any participating product and refer to till slip for entry;
- 5.1.5 MAKRO- swipe your Makro card for automatic entry; and
- 5.1.6 ULTRA- swipe your loyalty card for automatic entry.

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5.2 Participants must keep the original proof of purchase corresponding to the winning entry which clearly indicates the product purchased, the retailer the purchase was made at, and the date and time of entry. The entry will only be considered valid if purchase was made between 1 February 2019 and 9 April 2019. Entrants can gain an additional entry by signing up and uploading their valid proof of purchase at www.jwunrivalled.co.za.

5.3 Each retailer will also have differentiated individual prizes valued at R20, 000 each that entrants could win; the winners for which will be drawn at the end of the competition.

5.4 Participants may enter as many times as they wish provided that each entry is associated with a separate purchase. However, you may only win one grand prize and one individual retailer specific prize. Entries which win differentiated individual prizes in each retailer will still be eligible to win the grand prize of a trip for 2 (two) people to the Prize.

5.6 Your entry will be withdrawn if the product purchased in connection with the competition is returned by you.

6 Any costs or expenses incurred in respect of items not specifically included in the prize are for the winner's own account. Diageo SA and its associates, if applicable, will not be responsible for any other expenses which the winner may incur as a result of their acceptance of the prize, whether foreseen or not.

7 The prize is not transferable and may not be deferred, changed or exchanged for cash or any other item. Diageo SA reserves the right to alter the prize to a prize of comparable commercial value.

8 In circumstances, where a runner up is selected, and the promoters are unable to reach or successfully verify the runner up, the prize will be forfeited back to the promoters and no further winners shall be selected.

9 Entrants stand a chance to win the following:

9.1 The following prizes will be awarded as instant prizes during the promotion period:

- Pick n Pay: 4 x R20, 000 suits

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- Spar: 4 x R20, 000 Travel Vouchers
- Checkers: 4 x R20, 000 Tag Heuer Watches
- Shoprite: 4 x R20,000 American Swiss Vouchers
- Makro: 4 x R20, 000 Coffee Machines including pods
- Ultra-Liquors: 4 x R20, 000 Luggage Sets

9.2 Within 14 days of the promotion period ending a draw will be held to determine the winner of the Prize. The Prize is offered inclusive of all flights, accommodation, Formula 1 tickets, meals specified in the itinerary, transfers and travel insurance, but specifically excludes any items of a personal nature and costs incurred outside of the stipulated winner's itinerary etc.

10 The winner of the Prize will be contacted by VPAS telephonically on the number used to enter the competition within two (2) days of the draw having taken place. If the winner cannot be contacted telephonically within a period of three (3) consecutive business days, Diageo SA reserves the right to disqualify a winner and randomly select a replacement winner from the competition entries. In such circumstances, the replacement winner will be contacted telephonically by VPAS on the number used to enter the competition. If the replacement winner cannot be contacted within the same time constraints, the prize will be forfeited back to the promoters and no further winners shall be selected.

11 The winner of the Prize will be required to respond in the following manner: Winners who are successfully contacted telephonically will be taken through an initial verbal validation process before being required to submit the following:

- A copy of their SA ID Document and valid SA passport for him/herself and the accompanying travel partner. In order to claim the Prize, the winner will also need to present the originals of both these documents.
- The original proof of purchase corresponding to the winning entry which clearly indicates the product purchased, the outlet the purchase was made at, and the date and time of entry.

Failure to complete this process within seven (7) days will result in the winner forfeiting the prize and the prize being awarded to a runner up.

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11.1 Diageo SA or an appointed agency will contact the winner within seven (7) days of being verified to arrange application for the necessary visas in order to travel to Monaco. Verification includes, but is not limited to, checks being undertaken to ensure the winner is not an employee of Diageo SA, as well as that the product purchased in connection with the winning entry was not returned.

12 The winner may be required to take part in publicity and participation in the competition is conditional on you agreeing to take part in such publicity. The winner will not be entitled to any remuneration for taking part in such publicity. All and any materials, including publicity materials, are the sole property of Diageo SA.

13 To the extent that any taxes, duties, levies or other charges may be levied on a prize by the government or any other competent government or regulatory body, the winner will be liable therefore, and Diageo SA will not increase the value of the prize to compensate for such charges.

14 Should you win the Prize, you undertake to expeditiously do all things necessary to enable the promoters to comply with their obligations under the CPA.

15 Diageo SA reserves the right to vary, postpone, suspend, or cancel the competition and any prize (if it has not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which Diageo SA reasonably deems necessary. In the event of such termination, all participants agree to waive any rights that they may have in terms of the promotional competition and acknowledge that they will have no recourse against the promoters, their advertising agencies, advisors, suppliers and nominated agents.

16 In the event of a dispute, the decision of Diageo SA is final and binding and no correspondence will be entered into.

17 If the winner fails to comply with any of these rules or the terms of acceptance of the prize, or if they refuse to sign the Diageo SA winner declaration or the Diageo SA winner prize acceptance form, this will be construed as a rejection of the prize and then, without prejudice to any other remedy which Diageo SA and its associates may have, the winner will be automatically disqualified and will forfeit the prize.

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18 By entering this competition you accept and give Diageo the right to send you promotional content in the form of competitions and the like. You have the right to opt out of receiving promotional content by contacting us on the below contact details or utilising the OPT out link or SMS number where applicable.

19 You further accept and give Diageo the right to transfer, where applicable, your personal information:

19.1 to any of its third parties for the purpose of processing the information which shall accord with the Protection of Personal Information Act 4 of 2013 (POPI); and

19.2 outside of South Africa, such transfer shall conform with the provisions of the POPI.

20 The laws of South Africa govern these terms and conditions.

21 Diageo SA Address: Building 4, Maxwell Office Park, Magwa Crescent West, Waterfall City, Jukskei View, Midrand, 2090.

22 Contact details - 010 003 8100 Marketing Department.

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