

## **TERMS AND CONDITIONS**

1. This House of Coffees Win Coffee For A Year Promotion ("**Competition**") is organised and conducted by Ciro Full Service Beverage Company, a subsidiary of AVI Limited, including their affiliates, partners, associations and agents ("**Promoter**").

2. This Competition runs from 1 October 2020 to 31 December 2020 at 12:00 midday. Entries received after the closing date and time will not be considered.

## **WHO CAN ENTER?**

3. Participants must be 18 (eighteen) years or older (or if a minor, must be duly assisted by their legal guardians) and have a valid identity document or passport and reside in the Republic of South Africa during the period of the Competition ("**Participants**" / "**you**" / "**your**").

4. 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.

5. 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.

## **HOW TO ENTER**

6. To enter this Competition you need to purchase a House of Coffees coffee at a participating Freshstop Forecourt, write your FULL NAME, CONTACT NUMBER and EMAIL ADDRESS on the till slip and drop the till slip into the entry box at the store during the period of the Competition.

8. Only purchases of House of Coffees coffee at participating Freshstop outlets are eligible. Incomplete or incorrect entries will not be eligible to be entered into the draw.

9. Participants can enter as many times as they like. Each entry must warrant a purchase of House of Coffees coffee. Participants will only be entitled to 1 (one) prize should they be drawn as the winner.

10. Entries must be by the Participant submitting them and not by a third party on the Participant's behalf

## **PRIZES**

10. Participants stand a chance to win 1 (one) House of Coffees espresso based beverage per day for 365 days (one year) from their choice of participating Freshstop outlet. Espresso based beverages not redeemed daily will be forfeited and cannot be banked.

11. Prizes may not be transferred or exchanged for cash whatsoever. The Promoter reserves the right to amend the prizes, to the same value, should it 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 prizes and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within its sole discretion.

12. The Promoter is not responsible for inaccurate details supplied to any Participant by any third party connected with this Competition.

13. The Promoter will not be liable for any till slips that are lost or stolen.

## **DETERMINATION OF WINNERS**

14. The winners will be selected by a random draw at the end of the Competition by the Promoter.

15. The winners will be contacted via telephone on the phone number provided on the till slip as soon as reasonably possible of the draw taking place.

16. The winner will be required to provide their name and identity number at the time of handing over the prize for confirmation of identity.

17. For your protection and security reasons, the Promoter may request positive identification (valid identity document or passport). Winners will be required to produce the required documentation upon collection of the prize/s.

17. The Promoter will make 3 (three) attempts within 2 (two) working days to contact and notify the selected potential winners via Facebook messenger. If the selected potential winner does not respond after 3 (three) attempts, or if after first being contacted by the Promoter, is not reachable, or the potential winner fails to provide the Promoter with the required information to hand over the prize, the potential winner will forfeit the prize and a replacement winner will be selected from the names drawn from remaining qualifying participants. This process shall continue until the winner has been contacted and the prize has been awarded in terms of the Competition rules.

18. The Promoter reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the potential winner is not eligible to win, has contravened any of these terms and conditions, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition, if it would be unlawful to award the prize or if the winner fails to accept the prize after 2 (two) attempts for any reason whatsoever. If after first being contacted by the Promoter the winner fails to provide the Promoter with the required information to hand over the prize, in this instance the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.

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

20. The winners have the right to decline permission to use their name or image in marketing material or participate in any marketing activity. Should the winner verbally or otherwise agree to it, the Promoter may publish the winner's name and images on, including but not limited to, the Promoter's Facebook page or website, if applicable, without any liability to the Promoter or remuneration due to the winners.

21. 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. All personal information relating to the Participants will be used solely in accordance with South African consumer and data protection legislation.

22. Should the Participant have elected to receive marketing communication from the Promoter and other AVI Limited 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 brands. The Participant's personal information will be shared with the AVI Limited 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.

23. 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 CPA.

24. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or any other social network. You are providing your information to Ciro Full Service Beverage Company, a subsidiary of AVI Limited, and not to any other party. The information provided will be used in conjunction with the above mentioned publicity and data privacy policy.

25. All publicity and other materials will be the sole property of the Promoter.

#### **GENERAL**

NB! 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!

26. 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 prizes, and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within their 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.**

27. **To the fullest extent permitted by law, by participating, the Participant indemnifies, releases and agrees 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.**

28. **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.**

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

30. South African law shall govern these competition terms and conditions and the courts of South Africa shall have exclusive jurisdiction.

31. A copy of these terms and conditions may be obtained from [www.ciro.co.za](http://www.ciro.co.za) or on the Competition page via the Competition link.

#### List of Participating Freshstop Stores

Store	Region
DANIELS SERVICE STATION	EASTERN CAPE
CALTEX PERSEVERANCE	EASTERN CAPE
CALA CALTEX FRESHSTOP	EASTERN CAPE
SIBUYILE MOTORS	EASTERN CAPE
MIDWAY MOTORS	FREE STATE
CALTEX PAN AFRICA	INLAND
BUCCLEUCH SERVICE STATION	INLAND
NIGEL SERVICE STATION	INLAND
CALTEX STAR CIRCLE	INLAND
MEGA MOTORS	INLAND
CALTEX FRESH STOP CATO RIDGE	KWAZULU NATAL
THONGASI SERVICE STATION	KWAZULU NATAL

CALTEX ISIPINGO	KWAZULU NATAL
CALTEX MAIN ROAD	KWAZULU NATAL
CALTEX FRESHSTOP FLAGSTAFF	KWAZULU NATAL
FRESHSTOP DON RENNIE MOTORS	KWAZULU NATAL
CALTEX FRESHSTOP GUINEA FOWL	KWAZULU NATAL
FRESHSTOP PORT EDWARD GARAGE	KWAZULU NATAL
FRESHSTOP REDHILL	KWAZULU NATAL
CLAIRWOOD TRADING FRESHSTOP CLAIREW	KWAZULU NATAL
CALTEX FRESHSTOP AIRPORT CITY	WESTERN CAPE
PAROW SERVICE STATION	WESTERN CAPE
SONOP MOTORS	WESTERN CAPE
FRESHSTOP VREDENBURG	WESTERN CAPE
FRESHSTOP GREENWAYS	WESTERN CAPE
CAROLINA FILLING STATION	Mpumalanga
CALTEX LION VALLEY FILLING STATION	Mpumalanga
FRESHSTOP MOGODI	Mpumalanga
FRESHSTOP TASK MOTORS	Mpumalanga
CLB GARAGE	Mpumalanga
ORCHARD N4 SERV STATION	Mpumalanga