

SIR FRUIT SUMMER MIX COMPETITION

1. Introduction

- 1.1. Participation in this Competition is governed by these terms and conditions (the “Rules”).
- 1.2. Participants are encouraged to review the Rules before entering into the Competition and acknowledge that they have been given an appropriate opportunity to do so and that they understand and accept these Rules.
- 1.3. This competition is operated by Sir Fruit (South Africa) (Proprietary) Limited (“Sir Fruit”) in conjunction with Jupicorp (Pty) Ltd t/a TMARC (“TMARC”) (the “Promoters”).
- 1.4. Participation in the Competition constitutes acceptance of these Rules and Participants agree to abide by these Rules. By participating in this Competition, Participants agree to the rules set out below.

2. This Competition is limited to legal residents and/or legal citizens of the Republic of South Africa. In addition, the following people shall not be eligible to participate in this Competition:

- 2.1. Directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoters.
- 2.2. Spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified above.
- 2.3. People who are not legal residents and/or legal citizens of the Republic of South Africa.
- 2.4. Persons under the age of 18 years.

3. The Competition shall commence on 1 February 2022 and will end on 12 April 2022. No entries received after 12 April 2022 will be considered.

4. Mechanics

- 4.1. To participate in this Competition, Participants must buy any 2 participating Sir Fruit products at any participating retailer, then dial 120*471# and follow the onscreen prompt. The USSD entry mechanic costs 20c per 20 seconds. The participants are required to retain their proof of purchase to claim their prize. Participants can enter as many times as they want.
- 4.2. Participating Products

PRODUCT DESCRIPTION
SIR CLOUDY APL 350ML
SIR COCKTAIL 350ML
SIR CRANBERRY 350ML
SIR GINGERADEPLUS 350ML
SIR GRANADILLA 350ML
SIR GUAVA 350ML
SIR LEMONADE 350ML
SIR MANGO 350ML
SIR ORANGE 350ML
SIR PINEAPPLE 350ML

SIR PINK LEMONADE 350ML
SIR STRAWBERRY 350ML
SIR THE BERRIES 350ML
SIR CLOUDY APL 500ML
SIR COCKTAIL 500ML
SIR CRANBERRY 500ML
SIR GREEN MACH 500ML
SIR GINGERADEPLUS 500ML
SIR GRANADILLA 500ML
SIR GUAVA 500ML
SIR LEMONADE 500ML
SIR MANGO 500ML
SIR ORANGE 500ML
SIR PINEAPPLE 500ML
SIR STRAWBERRY 500ML
SIR THE BERRIES 500ML
SIR CLOUDY APL 1.5LT
SIR COCKTAIL 1.5LT
SIR CRANBERRY 1.5LT
SIR GREEN MACH 1.5LT
SIR GINGERADEPLUS 1.5LT
SIR GRANADILLA 1.5LT
SIR GUAVA 1.5LT
SIR LEMONADE 1.5LT
SIR MANGO 1.5LT
SIR ORANGE 1.5LT
SIR PINEAPPLE 1.5LT
SIR PINK LEMONADE 1.5LT
SIR STRAWBERRY 1.5LT
SIR THE BERRIES 1.5LT
SIR COSMO 750ML
SIR MARGARITA 750ML
SIR MOJITO 750ML
SIR PINA COLADA 750ML
SIR STRWB DAIQUIRI 750ML
COLD PRESSED ORANGE
COLD PRESSED BEETROOT
COLD PRESSED CARROT
COLD PRESSED SPINACH
SIR CBD SHOT 100ML
SIR ENERGY SHOT 100ML
SIR FIERY GINGER SHOT
IMMUNITY SHOT 100ML
SIR SPICY TURMERIC SHOT

SIR PROBIOTIC SHOT 100ML
BERRY SMOOTHIE 300ML
MANGO SMOOTHIE 300ML
TROPICAL SMOOTHIE 300ML
SIR AQUA 330ML
SIR SPARKLING 330ML

- 4.3. USSD sessions are charged from your airtime or billing balance and costs 20c for every 20 seconds you use the service (Free minutes do not apply.) The average time for entry is under 20 seconds so your call should not exceed more than 40 seconds. Please ensure you terminate the call when complete in order to stop the call.
- 4.4. Participants may enter the competition as many times as they wish over the promotional period, provided that Participants purchase the participating products each time and complete the competition entry and enter a new barcode, subject to the following conditions:
 - 4.4.1. All entries from disqualified participants' mobile numbers will be rejected
 - 4.4.2. Only one prize per household and per person
 - 4.4.3. No computer-based entries will be accepted
 - 4.4.4. Only 1 win per unique MSISDN
- 4.5. Any mobile number that enters an incorrect barcode code five (5) times in succession will be locked out of the Competition for the entire duration of the promotional competition ("Blocked Participants").
- 4.7. Participants must enter on a Mobile phone that is owned and registered to that person. No other person can use another person's Mobile phone for Competition entry purposes. If it is discovered that participants have entered on a phone that is not registered to them, they will be disqualified and the entrant will be requested to refund the prizes to the Promoters.
- 4.8. The cellphone number is key to all entries, if the entrant has won on a cellphone number they cannot use another number in order to be contacted further, this number needs to be a number that is contactable during office hours.
- 4.9. Participants must have a valid South African identity number (ID number) or valid permanent residency permit number and this is key to all entries. No person can use another person's identity/permit number for competition entry purposes. If it is discovered that participants have entered an identity/permit number that is not theirs, they will be disqualified, and the entrant will not be eligible for the prize.

5. The Prizes:

Instant: Participants stand a chance to win a share of R126,000 (One Hundred and Twenty Six Thousand Rand) worth of instant data.

Weekly: Participants stand a chance to win a share of R45,000 (Forty Five Thousand Rand) worth of weekly cash together with a Sir Fruit “Get your Fix” Hamper to the value of R280.00. Delivery of the hampers will be limited to a max radius of 130km to a main metropolitan area, deliveries outside of this range will not be possible, no prize substitution will be offered. Cash will be awarded weekly and winners will win in increments of R1,500 (One Thousand Five Hundred Rand).

Grand: Participants stand a chance to win R25,000 (Twenty Five Thousand Rand) in cash. Cash will be awarded to the winner’s South African bank account.

5. The Prize Draws

Weekly

Draw Date	Winners
08-Feb-22	3
15-Feb-22	3
22-Feb-22	3
01-Mar-22	3
08-Mar-22	3
15-Mar-22	3
22-Mar-22	3
29-Mar-22	3
05-Apr-22	3
13-Apr-22	3

Grand

Draw Date	Winners
13-Apr-22	1

6. How to claim your prize:

- 6.1. lucky winners will be drawn at random by the TMARC team.
- 6.2. At the time that a potential prize winner is identified, the potential prize winner will receive an SMS message in their cell phone number from a representative of the Promoters at which point he/she may be required to answer a few questions regarding his/her eligibility as well as be requested to submit certain documents and a copy of his/her ID and/or driver’s license to the Promoters’ representative.

- 6.3. The potential prize winner is not an actual winner until his/her submission is validated and his/her documents are completed and submitted to the Promoters. If a potential prize winner does not meet the eligibility requirements, the prize will be forfeited and a runner up finalist will be deemed the potential prize winner subject to the terms and conditions herein.
- Documents required may extend to a valid South African ID document and/or proof of South African Bank Account.
- 6.4. If the Promoters are unable to reach any of the potential prize winners after 3 (three) attempts made within 3 (three) working days of their name being drawn, for whatsoever reason, including incorrect telephone numbers or inoperative telephone numbers, such winner will be disqualified and a runner up finalist will be deemed the potential prize winner subject to the terms and conditions herein
- 6.5. Potential prize winners will have 48hrs from the time of being contacted to supply any required documentation / proof of purchase.
- 6.6. Validated winners will have their prizes delivered by a representative of the Promoters. Should delivery of the prizes be unsuccessful after 3 attempts the prizes will be stored at TMARC and may be collected by the validated winner. Winners must allow for 4 weeks from the time of being notified they are a winner to receipt of the prize.
- 6.7. It is the responsibility of the winners to provide delivery details and availability times that are accurate. Failure to do this will result in the winner having to collect the prize from the premises of TMARC if delivery fails for any reason whatsoever.
- 6.8. No participant may be allowed to win more than one of the prizes on offer, nor will they be allowed to win a prize from more than one retailer participating in the Winter Treats and Winter Favourites campaign.
- 6.9. Participants who have won one of the weekly prizes will not be entitled to win the Grand Prize

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7. General

- 7.1. The judges' decision is final, and no correspondence will be entered into.
- 7.2. The Promoters may require the winner to complete and submit an information disclosure agreement to enable the Promoters to ensure compliance with these Rules.
- 7.3. Should the winner be found, in the Promoters sole discretion: not to be eligible to win; not to have complied with these Rules; their conduct can be reasonably interpreted as scamming; acted fraudulently with regards to the Competition; and if it would be unlawful to award the prize, he/she will automatically be disqualified and/or the prize will be forfeited. Winners may also be required to sign acceptance of prizes and indemnity documents.
- 7.4. The prize is not transferable, and no substitution or cash redemption of prizes is permitted. The prize will not be handed/awarded to a third party, but only to the verified prize winner.

- 7.5. The Promoters reserve the right, at their sole discretion, to substitute the prize with any other prize of comparable or greater commercial value for whatever reason.
- 7.6. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoters and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.
- 7.7. By entering this Competition you authorise the Promoters to collect, store and use (not share) personal information of Participants for communication or statistical purposes. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and Sir Fruit privacy policy.
- 7.8. Participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Participants shall at all times be entitled to decline the above request. Participants that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the Promoters.
- 7.9. Nothing in these Rules 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 Promoters in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 7.10. All Participants participate entirely at their own risk. By reading and accepting these Rules, the Participants give consent to these risks and hereby indemnifies and holds harmless the Promoters, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any of the Promoters.
- 7.11. The Promoters, their directors, employees, agents and distributors accept no responsibility and they will not, in any circumstances, be liable to compensate the Participants, or accept any liability for: (a) any inability by the Participant to use the prize in part or at all; (b) the lack of quality or any other aspect of any service which is or should be provided at any venue(s) in relation to the prize; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of the prize.
- 7.12. The Promoters, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any prize nor in respect of any warranties or undertakings given by any person other than the Promoters themselves.
- 7.13. The Promoters reserve the right to terminate or extend the Competition at any time. In the event of such termination or extension, all Participants agree to waive (give up) any rights that they may have in terms of the

Competition and acknowledge that they will have no recourse against the Promoters, their advertising agencies, advisors, suppliers and nominated agents.

- 7.14. By entering the Competition, Participants acknowledge that the Competition will be managed in accordance with the provisions of the CPA. Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the prize to the Participant. Should any Participant refuse or be unable to comply with this requirement, the Participant shall be deemed to have forfeited the prize.
- 7.15. Notwithstanding anything to the contrary contained in these Rules, the Promoters reserve the right to amend, modify, change, postpone suspend or cancel this Competition, the Rules and any prize (which has not yet been allocated), or any aspect thereof, without notice at any time, for any reason which the Promoters deem necessary. At the end of the Competition for whatsoever reason, all of the Promoters' obligations in regard to the Competition as well as in regard to the prizes shall cease to exist.
- 7.16. These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa.