

**TERMS AND CONDITIONS**  
**Perfect Together Campaign 2024**

1. This **Perfect Together Competition** (“**Competition**”), is organised and conducted by NBL Botswana (Pty) Ltd (situated in the Republic of Botswana), (“**Promoter**”) a subsidiary of the AVI Limited Group of companies (a public company registered in the Republic of South Africa) including their affiliates, partners, associations, and agents, with the assistance of their agency, Amped Activations (“**Agency**”).
2. This Competition is an in-store and radio (Yarona Radio (“**radio station**”)) competition. The Competition starts on Wednesday, 1 May 2024 and ends on Saturday, 31 August 2024. Entries received after the indicated closing date will not be considered.

**WHO CAN ENTER?**

3. Participants must be 18 (eighteen) years or older and have a valid identity document or passport and reside in the Republic of Botswana during the period of the Competition (“**Participants**”/“**you**”/“**your**”). Participants under the age of 18 (eighteen) years must be fully assisted by their parent/legal guardian, who approves of and consents to the Participant’s participation in the Competition and the Participant’s receipt/possession of a prize.
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.
6. This is an in-store and radio competition. For in-store entries Participants will have to SMS their entry to the Promoter and will incur no charge other than normal data charges. For radio entries Participants will have to WhatsApp their entry and will incur no charge other than normal data charges. All SMS’s or WhatsApp’s, including SMS’s or WhatsApp’s that do not get delivered, may be billed by your service provider. Potential winners of in-store prizes will be determined randomly in accordance with clause 22. Potential winners of the radio prizes will be determined accordance with clause 22. All potential winners will be contacted in accordance with clause 23. All cash prizes will be paid by electronic funds transfers and arrangements will be made with winners for delivery of the other prizes.
7. No responsibility will be accepted for any entry that is not delivered, received, or is delayed or damaged due to technical reasons, including telecommunications failures on the part of the Participant’s service provider, or otherwise. Proof of sending is not proof of receipt.

**HOW TO ENTER**

9. To enter the in-store component of the Competition you need to:
  - a. Buy any of 2 (two) of the following participating products (“**Participating Products**”):
    - Any Bakers® biscuit product (including any size and any variant);
    - Any Five Roses® tea product (including any size and any variant);
    - Any Freshpak® tea product (including any size and any variant);

- Any Ellis Brown® creamer product (including any size and any variant); or
  - Any Frisco® coffee product (including any size and any variant).
- b. SMS “Perfect” to +267 71 205 721; and
  - c. Retain your original till slip as proof of purchase.
10. To enter the radio component of the Competition you need to:
    - a. Buy any 2 (two) Participating Products; retain your original till slip as proof of purchase;
    - b. WhatsApp “Bakers” to +267 391 1066; and
    - c. Retain your original till slip as proof of purchase.
  11. Multiple entries from the same Participant are allowed provided each entry is associated with separate purchases.
  12. Participants are responsible for their own costs of purchasing the participating products and/or entering the Competition.
  13. Only entries that comply with all the entry criteria will be accepted.
  14. All correct and complete entries will qualify for entry into the Competition.

#### **PRIZES**

15. For the in-store SMS component of the Competition:
  - a. 4 (four) participants will win a cash prize of P1 000.00 (One Thousand Pula) each;
  - b. 4 (four) participants will win a cash prize of P2 000.00 (Two Thousand Pula) each;
  - c. 3 (three) participants will win a cash prize of P3 000.00 (Three Thousand Pula) each;
  - d. 6 (six) participants will win a cash prize of P4 000.00 (Four Thousand Pula) each;
  - e. 1 (one) participant will win a branded trailer (consisting of a double axle mobile kitchen trailer) to the value of approximately P40 000.00 (Forty Thousand Pula) each;
  - f. 1 (one) participant will win a Nissan P200 motor vehicle to the value of approximately P195 000.00 (One Hundred and Ninety-Five Thousand Pula).
16. For the radio on-air component of the Competition, 17 (seventeen) participants will win a cash prize of P1 000.00 (One Thousand Pula) each.
17. The total value of the prizes for the Competition is P297 000.00 (Two Hundred and Ninety-Seven Thousand Pula).
18. Participants will be required to present their original till slip as proof of purchase as a condition of being awarded a prize.
19. The prizes are not transferable or negotiable.
20. Other than as set out above, the prizes do not cover any costs of the winners whatsoever.

**DETERMINATION OF WINNERS**

21. The winners of the in-store component of the Competition will be determined weekly by way of a random draw done by the Agency in accordance with the following timetable, provided however that this timetable is subject to change in the Promoter's sole discretion should circumstances dictate –

<b>Draw Date</b>	<b>Prizes</b>
Week 1: 10 May 2024	P1 000.00
Week 2: 17 May 2024	P1 000.00
Week 3: 24 May 2024	P1 000.00
Week 4: 31 May 2024	P1 000.00
Week 5: 7 June 2024	P2 000.00
Week 6: 14 June 2024	P2 000.00
Week 7: 21 June 2024	P2 000.00
Week 8: 28 June 2024	P2 000.00
Week 9: 5 July 2024	P3 000.00
Week 10: 12 July 2024	P3 000.00
Week 11: 19 July 2024	P3 000.00
Week 12: 26 July 2024	P4 000.00
Week 13: 2 August 2024	P4 000.00
Week 14: 9 August 2024	P4 000.00
Week 15: 16 August 2024	P4 000.00
Week 16: 23 August 2024	P4 000.00
Week 17: 31 August 2024	P4 000.00
Week 18: 10 September 2024 – Final Draw	1 x Branded Trailer valued at approximately P40 000.00 1 x Nissan NP200 motor vehicle valued at approximately P195 000.00

22. The winners of the radio component of the Competition will be determined weekly by way of a random draw done by the Agency in accordance with the following timetable, provided however that this timetable is subject to change in the Promoter's sole discretion should circumstances dictate –

<b>Draw Date</b>	<b>Prizes</b>
Week 1: 10 May 2024	P1 000.00
Week 2: 17 May 2024	P1 000.00
Week 3: 24 May 2024	P1 000.00
Week 4: 31 May 2024	P1 000.00
Week 5: 7 June 2024	P1 000.00
Week 6: 14 June 2024	P1 000.00
Week 7: 21 June 2024	P1 000.00
Week 8: 28 June 2024	P1 000.00
Week 9: 5 July 2024	P1 000.00
Week 10: 12 July 2024	P1 000.00
Week 11: 19 July 2024	P1 000.00
Week 12: 26 July 2024	P1 000.00
Week 13: 2 August 2024	P1 000.00
Week 14: 9 August 2024	P1 000.00
Week 15: 16 August 2024	P1 000.00
Week 16: 23 August 2024	P1 000.00

Draw Date	Prizes
Week 17: 31 August 2024	P1 000.00
Week 18: 10 September 2024	No radio prize draw

23. Random numbers will be allocated to each eligible SMS and WhatsApp entry. A computerised random number generator system will be used to select numbers from both the in-store SMS entries and the radio WhatsApp entries and will match those numbers to the relevant entries to identify the potential winners of each component of the Competition.

#### **CONTACTING THE WINNERS**

24. The winners of both the in-store and radio components of the Competition will be contacted telephonically by the Agency on the telephone number used to enter the Competition and informed that they have been identified as potential winners. They will be required to answer verification questions (which may include but not be limited to providing the original till slip and a copy of their identity document) before they are confirmed as winners. Once the Agency has verified the potential winners' original till slips and identity documents, the prizes will be awarded. Potential winners who are unable to provide their original till slips and identity documents will automatically be disqualified from the Competition and a replacement potential winner will be drawn.
25. If a selected potential winner cannot be telephonically contacted within 3 (three) months of the draw date, or a potential winner fails to provide the Agency with the required documents and information after having been contacted, such potential winner will, 3 (three) months after the draw date, be disqualified as a potential winner, forfeit all potential prizes and a replacement potential winner will be drawn.
26. Payment of the cash prizes to the winners will be made by way of electronic funds transfer directly to the winner's bank account or to an alternative bank account nominated by the winner if the winner does not hold their own bank account.
27. Prize winners may be required to provide acknowledgement of receipt of their prize.
28. The Promoter reserves the right to select alternative winners in the event that they reasonably believe, in their sole discretion, that: (i) a winner is not eligible to win; (ii) a winner has contravened any of these terms and conditions; (iii) a winner has acted in a manner that is not in the spirit of the Competition; (iv) a winner's conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition; (v) a winner has acted fraudulently with regards to the Competition; (vi) it would be unlawful to award the prize; or (vii) if the winner fails to accept the prize after 3 (three) attempts for any reason whatsoever, or if after first being contacted by the Promoter, is not reachable, or the winner fails to provide the Promoter with the required information to verify the entry or to hand over the prize. In these instances, the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final, and no correspondence will be entered into.
29. The Promoter reserves the right to announce the winners' names publicly or on such electronic sites as it may choose, including but not limited to the Promoter's websites, social media pages and on air. Entry into this Competition is deemed to be consent by Participants to announce their names publicly.

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

30. Other than as provided in clause 29, winners have the right to decline permission to use their name or image in marketing material or participate in any marketing activity, failing which

the Promoter has the right to use their name or image in marketing material or any marketing activity without any liability to the Promoter or remuneration due to the winners.

31. 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 winners.
32. Should the Participant have elected to receive marketing communication from the Promoter and other AVI Limited Group 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 Group brands. The Participant's personal information will be shared with the AVI Limited Group 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 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.
33. 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 law of the Republic of Botswana should any terms or conditions be found to be in conflict with any laws, they will be severable from the remaining terms and conditions contained herein.

#### GENERAL

34. All publicity materials will be the sole property of the Promoter.



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!

35. In the event that the Promoter needs to shorten, extend, suspend the time period of the Competition, terminate the Competition, change the prizes, or change these terms and conditions for technical, commercial, or operational reasons, or for reasons beyond its control, application will be made to the Gambling Authority in terms of the Gambling (Promotional Competitions) Regulations, 2023, and any changes authorised by the Gambling Authority will be communicated to consumers and Participants.
36. **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.**
37. **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.**
38. **The Promoter will not be liable for any loss suffered because of incomplete or incorrect information provided.**

39. **Participants confirm by their entry into the Competition that neither Nissan® nor the brand owner of any prize (other than the Promoter), are promoters of this Competition; it is in no way sponsored, endorsed or administered by or associated with the brand owners of any of the prizes (other than the Promoter); and they fully release the brand owners of the prizes (other than the Promoter) from any liability in connection with this Competition, other than any product liability that may arise and subsist in terms of the applicable consumer protection legislation.**
40. The laws of the Republic of Botswana shall govern these competition terms and conditions.
41. For a copy of these terms and conditions please visit [www.ampedactivate.co.za](http://www.ampedactivate.co.za). For further information please contact the Promoter on +267 393 3663 or [gonewas@nbl.co.bw](mailto:gonewas@nbl.co.bw).
42. The Promoter is situated at NBL Botswana (Pty) Ltd, Plot No. 888, Gaborone International Commerce Park, Botswana.