# Martin and Martin (Pty) Limited T/A BOB MARTIN SA TERMS AND CONDITIONS:

## 1. TERMS & CONDITIONS:

The Beeno S'Wag Competition (hereinafter referred to as "the Promotion") is conducted by Martin and Martin (Pty) Limited T/A BOB MARTIN SA (registration number 1978/001889/07) with its postal address at PO Box 6914, Greenstone, 1616, (hereinafter referred to as "the Company"). Any person who enters (hereinafter referred to as "the Entrant") agrees that they have read, understand and accept the Terms and Conditions of the Promotion that are set out below and are binding on the Entrant in their personal capacity.

## 2. **COMPETITION RULES:**

- a. The competition will go live on the Beeno social media pages and in selected retail stores from 13<sup>th</sup> January 2025 to 2<sup>nd</sup> March 2025.
- b. Entrants need to purchase any 2 Beeno products, WhatsApp a photo of their till slips to this number: +27 63 747 0839, to stand a chance to win R10 000 or a weekly R1000 vouchers.

## 3. THE PRIZE:

- 1. The winners could receive R10 000
- 2. Should you not want to take the offer a lower cash prize will be offered.
- 3. 10 Runner Ups will receive cash of R1000
- 4. Please note that prizes are inclusive of VAT.

#### 4. **COMPETITION DATES:**

- 1. The competition will commence on the 13<sup>th</sup> of January and will conclude on the 30<sup>th</sup> of 2 March 2025.
- 2. Winners will be announced on the 30<sup>th</sup> of March 2025.

# 5. **IMPORTANT NOTICE:**

These Promotion rules contain certain terms and conditions which appear in similar text style to this clause and which:

- 1. May limit the risk or liability of the Company or a third party; and/or
- 2. May create risk or liability for the Entrant; and/or
- 3. May compel the Entrant to indemnify the Company or a third party; and/or
- 4. Serve as an acknowledgement, by the Entrant, of a fact.
- 5. The Entrant cannot be a juristic entity and must be an individual.

- 6. 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 Entrant or the Company in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").
- 7. The Entrant acknowledges that by submitting his or her entry to the Promotion, he/she has been given an appropriate opportunity to first read these terms and conditions before entering and he/she understands and agrees to the terms and conditions.
- 8. The Company reserves the right to amend the terms and conditions, as well as suspend or terminate the Promotion or extend any time frames at any time. In the event of such suspension, termination or extension, all participants agree to waive any rights that they may have in terms of the Promotion and acknowledge that they will have no recourse against the Company, its advertising agencies, advisors, suppliers and nominated agents.
- 9. All Entrants to this Promotion participate entirely at their own risk. By reading and accepting these terms and conditions, the Entrant hereby indemnifies the Company, the Company's directors, employees and/or 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 Promotion and the use of the prize.
- 10. The Company's decision will be final. No correspondence will be entered into.
- 11. Prizes are not transferable, exchanged for cash value, and no substitutions are permitted.
- 12. Unused, expired and/or redeemed prizes cannot be refunded, exchanged or returned.
- 13. This Promotion is in no way associated with any of the media platforms on which its communications, materials, or messaging appears, aside from those owned and operated by the Company.
- 14. By entering the promotion and submitting any photos or videos (collectively, "Content"), you grant the Company a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, publish, display, and distribute your Content on our social media platforms and other marketing materials.

#### To qualify for an entry into the competition:

- 1. Entrants need to purchase any 2 Beeno products, WhatsApp a photo of their till slips to this number: 27 63 747 0839, to stand a chance to win R10 000.
- 2. The Entrant must reside in the Republic of South Africa.
- 3. The Entrant cannot be a juristic entity and must be an individual.
- 4. The Entrant must be 18 years or older.
- 5. The winners will be selected by the Company from all the qualifying entries submitted during the competition's duration.
- 6. The decision made by the Company shall be final and no correspondence or discussion shall be entered into.
- 7. The Company will announce the winners via a public post and via Direct message on its social media channels.
- 8. The winner will have 7 days from the announcement date to claim their prize responding to the Direct Message. If the winner has not claimed their prize within this period, the Company will be entitled to select an alternative prize winner.

- 9. The Company reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for the competition.
- 10. The Company accepts no responsibility for any damage, loss, injury or disappointment of any kind suffered by any Entrant in entering the competition, including as a result of any Entrant winning or not winning any prize.
- 11. The Company accepts no responsibility for entries lost or delayed in computer error in transit.
- 12. Entries made online using methods generated by script, macro or the use of automated devices will be void.
- 13. By entering into the Promotion, Entrants agree to receive future correspondence from the Company, from which they may opt out of at any stage.
- 14. Winners agree to have their photos and names published in promotional or advertising media.
- 15. By entering this Promotion, each Entrant grants the Company a royalty-free, irrevocable, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Entrant's entry into the Promotion (including the photograph/video and all other content submitted by the Entrant) in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including the Company's websites and properties and on social networking sites (i.e. Facebook, Instagram, YouTube, Twitter, etc.) for any legal purpose whatsoever. Such a license shall be valid for a period of 12 months after the Promotion closes.
- 16. An Entrant shall have no claim against the Company or anyone else relating to the use of their entry.
- 17. Entrants will not receive any form of payment relating to the use of their entries.
- 18. Entrants acknowledge and agree that the Company may receive many entries in connection with the Promotion and that some entries may be very similar in content, idea, theme, or in other respects to other entries received or submitted. The Entrant waives any and all claims that he/she may have had, may have and/or may have in the future, that any entry in this Promotion is similar to their entry, or that any compensation is due to the Entrant in connection with such an entry.
- 19. By entering the Promotion, each Entrant warrants and represents the following with respect to their entry: the Entrant is the sole and exclusive creator, author and owner of the entry; no rights in the entry, or any portion thereof, have been granted to a third party, nor has any portion thereof otherwise been exploited in any way; and, the entry will not infringe on any rights of any third parties and will not give rise to any claims or infringement, invasion of privacy or publicity, or infringe on copyrights, trademarks, patents or other intellectual property rights or any rights or interests of any third party, or give rise to any claims for any payment whatsoever.