

TMARC (Pty) Ltd
REIGN SASOL GARMIN Promotion
Terms & Conditions

The terms and conditions set out below ("**Terms and Conditions**") apply to the **REIGN SASOL GARMIN Promotion ("Promotion")** being run and administered by **TMARC (Pty) Ltd ("Promoter" or "us" or "we")**. These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials. Prize redemption instructions are deemed to form part of the Terms and Conditions and by entering this Promotion all participants will be deemed to have accepted, and shall be bound by, the Terms and Conditions. This version of the Terms and Conditions applies to Participants (defined below) in South Africa.

1. Important Provisions

We have a duty, in terms of the Consumer Protection Act, No 68 of 2008 ("**CPA**") to point out certain important provisions in these Terms and Conditions to you. The clauses which contain these important provisions and the reasons why they are important are set out below. It is very important that you read all of these clauses carefully and not just what we say below.

- 1.1 **Limitation of risk, legal responsibilities and liability.** Clauses 13, 14, 17, 20 and 21 herein below are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against, TMARC (Pty) Ltd for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion. Clause 19 herein below is particularly important because you take on risk, legal responsibilities and liability. In terms of this clause, you may be responsible for taxes, fees, claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause.
- 1.2 **Indemnities by you.** Clauses 14, 19 and 21 herein below requires you to indemnify (hold harmless) us and other persons or entities against claims, loss, damages, and harm that may be suffered by us and other persons or entities as a result of the events set out in clauses 14 and 21 herein below. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in clauses 14 and 21 herein below. This places various risks, liabilities, obligations and legal responsibilities on you, and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed.
2. The Promoter is **TMARC (Pty) Ltd [Registration Number: 2009/023775/07] with its registered office at Block G, Wedgewood Office Park, 3 Muswell Road, Bryanston, 2021**
3. The Promotion is valid only in South Africa and is open to every South African citizen over the age of 18 and must have a valid South African Identification.

4. The Promotion is not open to any agencies, sales agents/ merchandisers, packaging suppliers and their immediate family members (spouses, life partners, parents, grandparents, siblings, children and grandchildren) or their business partners, or any person who is (i) a director, member, partner, or agent of, or consultant to the Promoter or any other person who directly or indirectly controls or is controlled by, the Promoter; or (ii) a supplier of goods or services in connection with the Promoter.
5. The promotion is not open to employees and their immediate families of Monster Energy Beverage Company South Africa, Coca-Cola Beverages of South Africa (Pty) Ltd, SASOL OIL (Pty) Ltd, TMARC (Pty) Ltd and Coca-Cola Peninsula Beverages (Pty) Ltd.
6. Participation in the promotion constitutes your acceptance of these terms and conditions. All information relating to this promotion and published on any promotional material will form part of the terms and conditions of entry.
7. The promotion will run from 02nd December 2021 00h00 and end on 19th January 2022 23h59. No entries received before the 02nd December 2021 00h00 and end on 19th January 2022 23h59 will be accepted.
8. Participants wishing to take part in the Promotion must:
 - 8.1 Purchase any REIGN 500ml
 - 8.2 Locate Unique Code under tab
 - 8.3 Dial the USSD *120*74622# and follow the prompts
 - 8.4 USSD charged at 20cents per 20seconds
 - 8.5 Retain tab as proof of purchase
9. You stand a chance of winning 1 of 3 Garmin Watches valued at R5,500.00 each. Total prize giveaway R16,500.00
10. The winners will be awarded by means of a random audited draw, which will be conducted no later than the 31st of January 2022, at the offices of TMARC (Pty) Ltd.
 - 10.1 The winner/s will be notified telephonically
 - 10.2 The winner/s will be contacted twice within a 48-hour period, and should they not answer either call, they will forfeit the prize and the first stand by winner will be contacted
 - 10.3 The same process will be followed for all standby winners who are called
 - 10.4 The prizes may not be transferred or exchanged for cash

10.5 Delivery of prizes can take up to 30 working days from winner notification

11. You may enter the promotion as many times as you like, but you will need to make a new purchase of REIGN and follow (Clause 8) and retain your tab for every entry submitted.
12. By entering this competition Participants may be given the opportunity to opt in to allow TMARC (Pty) Ltd and Monster Energy, and their respective Brands to collect, store and use (not share) their personal information for communication, statistical purposes and marketing communication.
13. No responsibility will be accepted by the Promoter, its associated companies (directors, officers and employees) agents and suppliers, for any prizes which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be redeemed for any technical reason, delivery or other reasons.
14. As far as the law allows, all Participants indemnify the Promoter, its associated companies (directors, officers and employees) agents and suppliers, against any / all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this Promotion and/or any receipt of and/or use of any of the prizes.
15. Participants may be required to take part in publicity campaigns for broadcast or publishing purposes such as appearing on Monster Energy Facebook page or Twitter feed. The Participants shall always be entitled to decline the above request. The Participants who 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 Promoter.
16. By taking part in this Promotion, Participants hereby warrant that all information submitted to the Promoter is true, current and complete.
17. The Promoter may decline to award a prize (i.e. refuse to issue a prize) if there is a reasonable suspicion of any irregularities or fraudulent activities.
18. As far as the law allows, all warranties and representations in relation to the Promotion not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.
19. As far as the law allows, the Promoter shall only be responsible for those costs which these Terms and Conditions expressly say that the Promoter will pay. The Participant is responsible for (i) any and all applicable local taxes and fees; and (ii) all other costs incurred by it, or arising directly or indirectly from, the Participant's participation in the Promotion, or from the acceptance, receipt, use or enjoyment of any Prize. Without limiting the rest of this clause 19, the participant will be responsible for the cost of submitting proof of purchase and entering the promotion and any network charges that apply, as per the tariff rates charged by the participant's mobile network provider.
20. The Promoter reserves the right to terminate and or amend the Promotion immediately and without notice if circumstances beyond its reasonable control prevent the Promoter, its associated companies (directors, officers and employees) agents and suppliers, from continuing to conduct the Promotion. In the event of such termination, as far as the law allows, all Participants acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers and employees) agents and suppliers, in respect thereof.

21. As far as the law allows the Promoter, its associated companies (directors, officers and employees) agents and suppliers, shall not be responsible for a Participant's failure to access the Promotion for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
22. These Terms and Conditions shall be governed by the laws of South Africa.
23. All personal information collected, is subject to the provisions of the Protection of Personal Information Act, 2013.
24. If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.
25. If you require any help or have any enquiries, please contact the customer helpline on +27212868937. The customer helpline will operate during normal business hours, 08:30-17:00, from Monday to Friday, excluding official national public holidays in South Africa.