

## **Tall Horse Wine & Spar Tops Nicks KWT "Win a BIG BOY Scooter" Competition Terms and Conditions**

**1. Promoters:** The promoters of this competition are Tall Horse Wine (a brand of DGB (Pty) Ltd) and Spar Tops Nicks KWT, Eastern Cape, (hereinafter referred to as "the Promoters").

**2. Competition Period:** The competition will run from **01 June 2025** to **31 July 2025** (inclusive). Any entries received after the closing date will not be considered.

### **3. Eligibility:**

3.1 This competition is open to all South African residents who are 18 (eighteen) years of age or older, residing in South Africa, and in possession of a valid South African identity document, passport, or other documentary proof of South African residency.

3.2 Directors, members, partners, employees, agents, or consultants of the Promoters, 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 these entities, including their spouses, life partners, business partners, or immediate family members, are not eligible to participate in this competition.

### **4. Entry Mechanism:**

4.1 To enter, participants must purchase any two (2) bottles of Tall Horse Wine at Spar Tops Nicks KWT during the competition period. This promotion is exclusively applicable to Spar Tops Nicks KWT, 11 Walker St, Market St, Qonce, 5601. This promotion is not applicable to any other Spar or Spar Tops outlet.

4.2 Participants must write their full name, valid South African ID number, and contact telephone number clearly on the back of their till slip.

4.3 They must then place their till slip into the designated competition entry box provided in Spar Tops Nicks KWT.

4.4 Participants may enter as many times as they wish, provided that each entry is associated with a separate qualifying purchase of two (2) bottles of Tall Horse Wine.

### **5. Prize:**

5.1 One (1) winner will win the **BIG BOY Scooter that is on display at Spar Tops Nicks KWT** (hereinafter referred to as "the Prize").

5.2 The specific model, colour, and features of the BIG BOY Scooter are as per the display unit. The winner will receive the displayed scooter and will not be entitled to choose an alternative model, colour, or features.

5.3 The Prize is not transferable, negotiable, or redeemable for cash, credit, or any other item.

5.4 Any costs associated with the registration, licensing, insurance, maintenance, or operation of the scooter, including but not limited to fuel, are the sole responsibility of the winner. The Promoters will not be liable for any such costs.

5.5 The Promoters shall not be held liable for any defects, faults, or damage to the Prize, whether resulting from manufacturing defects or any other cause.

## **6. Winner Selection and Notification:**

6.1 The winner will be selected by a random draw from all valid entries received after the closing date.

6.2 The draw will be overseen by an independent auditor, attorney, or advocate to ensure fairness and compliance with legal requirements.

6.3 The winner will be notified telephonically on the contact number provided on their entry, within **3 (three) weeks after the closing date of the competition (31 July 2025)**.

6.4 The Promoters will make reasonable attempts (a minimum of three attempts over three working days) to contact the potential winner. If the potential winner cannot be reached or does not respond within the stipulated time, or if they fail to provide the necessary information for verification, a substitute winner may be drawn at the Promoters' discretion, using the same selection process.

## **7. Winner Verification and Prize Handover:**

7.1 The potential winner will be required to provide a valid South African ID document or passport to verify their age and identity before the Prize is awarded.

7.2 The Promoters reserve the right to disqualify any entry that does not comply with these terms and conditions.

7.3 The Prize will only be awarded once the winner's verification is successfully completed to the satisfaction of the Promoters.

7.4 The winner may be required to sign an acknowledgment of receipt of the Prize and a waiver of liability.

7.5 Delivery of the BIG BOY Scooter will be arranged by the Promoters to a location within South Africa as agreed upon with the winner. The Promoters will not be responsible for any

delays in delivery outside of their control. The Promoters will not be held liable for any loss, damage, or faults which may occur during delivery.

## **8. Publicity and Personal Information:**

8.1 By entering this competition, participants agree that the Promoters may collect and process their personal information (name, ID number, contact details) for the purpose of conducting the competition, including notifying the winner and arranging prize delivery.

8.2 The winner may be asked to consent to their name and/or photograph being used for publicity purposes related to the competition, without remuneration, in printed media or on radio, television, or digital platforms. The winner will have the opportunity to decline such participation.

8.3 All personal information will be used solely in accordance with South African consumer and data protection legislation, including the Protection of Personal Information Act (POPIA).

## **9. General:**

9.1 The Promoters' decision in respect of all matters to do with the competition will be final and binding, and no correspondence will be entered into.

9.2 The Promoters reserve the right to amend, suspend, withdraw the competition and/or these terms and conditions at any time without prior notice, in the event of any unforeseen circumstances or if deemed necessary for legal or regulatory reasons. Any such changes will be communicated via the **Tall Horse Facebook page and the Tall Horse Website ([www.tallhorsewines.com](http://www.tallhorsewines.com))**.

9.3 In the event that the Prize, or any part thereof, is unavailable due to circumstances beyond the Promoters' control, the Promoters reserve the right to substitute the Prize with a prize of equal value.

9.4 The Promoters, their associated companies, agents, and suppliers shall not be liable for any loss, damage, or injury sustained by any participant or winner because of their participation in the competition or the acceptance or use of the Prize.

9.5 By entering this competition, participants acknowledge that they have read, understood, and agreed to these terms and conditions.

9.6 This competition is governed by the laws of the Republic of South Africa.

**10. Queries:** For any competition-related queries, please contact DGB: 021 271 0670 or email, Tall Horse: [tallhorse@dgb.co.za](mailto:tallhorse@dgb.co.za)

