

SPITZ

Spitz Festive Competition Terms and Conditions

1. This Spitz® Festive Competition ("Competition"), in which winners stand a chance to win a share of 40 Spitz® vouchers of R10 000.00 each and/or 1 of 4 Carvela® branded Fiat 500 Series 7 0.9T Star Cabriolet vehicles with a set of Carvela® branded luggage, is organised and conducted by A & D Spitz Proprietary Limited, a subsidiary of AVI Limited, including their affiliates, partners, associations and agents ("Promoter").
2. This Competition will run from 2 November 2020 to 31 December 2020. Entries received after the closing date will not be considered. This Competition is exclusive to Spitz® stores in the Republic of South Africa.

WHO CAN ENTER?

3. Participants must either be 18 (eighteen) years or older, or, if a minor, must be duly assisted by their legal guardians, and have a valid identity document or passport and reside in the Republic of South Africa during the period of the Competition ("Participants"/"you"/"your").
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 a USSD entry Competition. You have to dial the USSD number from a cellular phone. Entry from a landline is not possible. Each entry to the Competition will be charged at a rate of 20c (twenty cents) for every 20 (twenty) seconds. Entry is NOT possible by SMS. All entries, including incomplete entries, may be billed by your service provider. The Promoter shall not be responsible for telecommunication failure on the part of the Participant's service provider.
7. No responsibility will be accepted for any entry that is not delivered, received or is delayed or damaged due to technical reasons, including telecommunication failure on the part of the Participant's service provider, or otherwise. Proof of sending is not proof of receipt.

HOW TO ENTER

8. To enter this Competition you need to:
 - a. Purchase participating merchandise to the value of R800.00 (eight hundred rand) or more (including purchases paid by cash, credit or debit cards, store cards, or gift vouchers), or make a final lay-by payment for your lay-by item to the value of R800.00 (eight hundred rand) or more, in any Spitz® store;
 - b. Find the unique receipt number on your till slip;
 - c. Dial *120*2462*ReceiptNumber# from your cell phone; and
 - d. Follow the prompts,

on or before the closing date of the Competition.
9. The participating merchandise is all merchandise sold in the Spitz® stores. Purchases of Spitz® gift cards are not included and do not qualify as eligible purchases. However, purchases made with a Spitz® gift card of R800.00 (eight hundred rand) or more will be eligible. Deposits for lay-bys or interim lay-by payments do not qualify for this Competition, even if such deposits or interim payments exceed R800.00. Final lay-by payments where the full value of the item/s on lay-by equals or exceeds R800.00, are eligible for entry to the Competition and will be allocated 1 (one) unique receipt number.
10. Only original qualifying purchases are eligible to be entered into the draw. Merchandise returned for exchange will not be eligible for an entry. If it is found that merchandise purchased and resulting in a Competition entry is returned for refund or credit, the entry will be invalidated and not included in the draw. To the extent permitted by law, the Competition winner will not be allowed to return merchandise for refund or credit following a Prize draw and allocation of the Prize, where such merchandise purchase was the basis for the Participant's entry into the Competition.
11. R800.00 (eight hundred rand) per purchase of participating merchandise is the minimum purchase value to enter the Competition. Purchases in excess of R800.00 (eight hundred rand) on 1 (one) till slip will only be allocated 1 (one) unique receipt number and will only constitute 1 (one) entry. However each individual purchase of R800.00 (eight hundred rand) or more will receive a unique receipt number to enter.
12. Each unique receipt number allows 1 (one) Competition entry. Participants can enter as many times as they like with further qualifying purchases by spending R800.00 (eight hundred rand) or more each time as set out in these terms and conditions.
13. All potential winners will be required to produce the original till slip that reflects the unique receipt number entry that was drawn. The Promoter will not be liable for till slips that are lost or stolen.
14. Incomplete, incorrect or invalid entries will not be eligible to be entered into the draw.
15. Entries must be by the Participant submitting them and not by a third party on the Participant's behalf.
16. Multiple entries sent from the same cell phone number will be deemed to have been received from the same Participant.

PRIZES

17. You can enter and stand a chance to win:
 - a. A share of 40 (forty) R10 000.00 (ten thousand rand) Spitz® vouchers (for the purchase of Spitz® merchandise only), 5 winners to be drawn in each week for the duration of the Competition ("Weekly Prizes"); and/or
 - b. 1 (one) of 4 (four) grand prizes of a Carvela® branded Fiat 500 Series 7 0.9T Star Cabriolet vehicles, valued at R286 303.00 (two hundred and eighty six thousand three hundred and three rand) each, together with a set of Carvela® branded luggage consisting of "his" and "hers" weekend bags with matching toiletry bags, valued at R25 000.00 (twenty five thousand rand) each, (the vehicle and luggage jointly the "Grand Prize") (the Weekly Prizes and Grand Prizes jointly "Prize" or "Prizes"), to be drawn following the close of the Competition.
18. Potential Grand Prize winners must be in possession of a valid South African driver's license or, in the event of the winner electing to have the vehicle transferred to a third party, the winner must ensure that such third party has a valid South African driver's licence.

19. PLEASE NOTE:

- a. Vehicles come with a 3 year or 100 000 kilometre service plan, as specified by the vehicle manufacturer.
 - b. Vehicles will have the Carvela® logo (in one or other form) on either external or internal vehicle items, or both.
 - c. Vehicles will not be insured as part of this Competition and winners are responsible for all costs related to insuring the vehicles.
 - d. Winners must take transfer of ownership of the vehicles with the branding intact and may not remove these branding items from the vehicle.
 - e. Vehicle colours will be pre-determined by the Promoter and no changes can be made.
 - f. Vehicles will be delivered nationwide to the winner's nearest dealership in accordance with the manufacturer's national dealership footprint.
 - g. It will be the responsibility of the Grand Prize winners to ensure that they are able to travel to the nearest dealership. All travel expenses will be for the account of the winner.
 - h. Following transfer of ownership and licensing of the vehicles, the Promoter will have no further obligations or responsibilities in respect of the vehicles, arising from any cause whatsoever, and will have no liability for any defects, whether latent or patent, in the vehicles at any stage during or after this Competition or from any cause whatsoever.
20. Prizes are not transferable to any third party, other than as provided above, and are not negotiable with the Promoter or any of its agents or any third party.
 21. Prizes are not transferable for cash.
 22. The Prizes may differ from that shown on the promotional material with regard to illustrations, images, colour and specifications and same shall be subject to availability and in the Promoter's sole discretion to select same.
 23. The Promoter reserves the right to substitute the Prizes for alternative Prizes of equal or greater value should the Prizes promoted not be available for any reason.
 24. Vouchers are for exclusive use within Spitz® stores for the purchase of Spitz® merchandise.

DETERMINATION OF WINNERS

25. All entries received will be subject to a validation process before going into the draw. The draws will be overseen by an independent person in terms of the Consumer Protection Act ("CPA"). Winners of Weekly Prizes will remain eligible for entry into the draw for the Grand Prizes and a chance to win a Grand Prize.
26. Winners will be determined by:
 - a. Random weekly draws over the duration of the Competition, during which time 5 (five) winners will be drawn in each of 8 (eight) weeks between 2 November 2020 and 31 December 2020, to win 1 (one) Spitz® voucher each to the value of R10 000.00 (ten thousand rand) each; and
 - b. A random draw in February 2021, or as soon as reasonably possible after the close of the Competition, in which 4 (four) winners will be drawn to each win 1 (one) Fiat 500 Series 7 0.9T Star Cabriolet vehicle each.
27. Winners of Weekly Prizes will each receive a digital voucher by SMS to the cell phone number that was used to enter the Competition. In order to redeem the digital voucher for a gift voucher winners will be required to present the digital voucher in a Spitz® store, together with their original identity document and the original till slip that reflects the unique entry number drawn, as proof of purchase. After claiming their gift voucher, winners will retain their original till slip for entry into the Grand Prize draw.
28. The potential winners of the Grand Prizes will be contacted by telephone on the cell phone numbers used to enter the Competition as soon as reasonably possible after the draw has taken place. The potential winners will be required to confirm that they entered the Competition and answer verification questions as required by the CPA.
29. The potential winners of the Grand Prizes will be required to provide the Promoter, within 2 (two) working days of being notified of being a potential winner, with their original identity document, the original till slip that reflects the unique entry number that was drawn, as proof of purchase, and their original driver's license, or the original driver's license of the third party to whom a winner may elect to have the Grand Prize transferred in accordance with clause 18 above.
30. The winner of any Prize will be the person who produces the original till slip with the winning unique entry number, regardless of whose name or details are reflected on the till slip or who paid for the purchase. The Promoter will have no liability of any nature whatsoever in respect of lost or stolen till slips.
31. For the winners' protection and for security reasons, the Promoter will request positive identification from all persons claiming Prizes.
32. The Promoter will make 3 (three) attempts within 2 (two) working days to contact and notify potential Grand Prize winners telephonically. If a potential winner cannot be contacted personally after 3 (three) attempts, or if after first being contacted by the Promoter, are not again reachable, or the potential winner fails to provide the Promoter with the required information to hand over the Grand Prize, the potential winner will forfeit the Grand Prize and a replacement winner will be selected from the names drawn from qualifying Participants. This process shall continue until the winner has been contacted and the Grand Prize has been awarded in terms of the Competition rules.
33. Prize winners will be required to sign an acknowledgement of receipt of their Prize.
34. The Promoter reserves the right to disqualify a Participant or select an alternative winner in the event that they reasonably believe, in their sole discretion, that: (i) the Participant is not eligible to enter; (ii) the Participant is not eligible to win; (iii) the Participant has contravened any of these terms and conditions; (iv) the Participant has acted in a manner that is not in the spirit of the Competition; (v) the Participant's conduct can be reasonably interpreted as being dishonest, scamming or circumventing the rules of the Competition; (vi) the Participant has acted fraudulently with regards to the Competition; (vii) it would be unlawful to award the Prize; if the winner fails to accept the Prize after 3 (three) attempts for any reason whatsoever; if after first being contacted by the Promoter, the potential winner or winner is not reachable; or, the potential winner or winner fails to provide the Promoter with the required information to hand over the Prize. In this instance the Participant will be disqualified from entering or the winner will be disqualified, as the case may be, and forfeit the Prize. The Promoter's decision shall be final and no correspondence will be entered into.

MORALS CLAUSE

35. By entering this Competition Participants recognise that the Promoter has a reputation to protect.
36. In recognition of the fact that the Grand Prizes will be branded with the Promoter's Carvela® logo (in one or other form) and that the Promoter's Carvela® brand is a valuable brand and trademark deserving of protection, Participants entering this Competition accept that should the winner of a Grand Prize be involved or become involved in any conduct or activity that could bring the Promoter into disrepute or harm the Promoter's name or reputation, including but not limited to acts, behaviour, or social statements that are criminal, scandalous or otherwise reprehensible, the Promoter will have the right, in its sole discretion, to:
 - a. Remove the branding from the vehicle and/or the luggage;
 - b. Take legal action to retake possession of the vehicle and/or the luggage,without prejudice to any other rights or remedies that the Promoter may have to, inter alia, take action against the affected winner for the harm or damage caused to, without limitation, the Promoter's name, reputation and its Carvela® brand.

DAMAGE TO BRANDING

37. After awarding a Grand Prize to the winners, such winners will have the sole and absolute responsibility for ensuring that the Carvela® branding remains undamaged and intact.
38. By entering this Competition Participants agree that in the event of the Carvela® branding on the vehicle and/or luggage becoming damaged at any time after such Grand Prize is awarded to a winner, and this being brought to the attention of, or independently coming to the attention of the Promoter, the Promoter will have the right, entirely in its own discretion and at its own cost, to remove the branding from the vehicle and/or luggage.
39. If the Promoter elects to remove damaged branding from a vehicle and/or luggage, the Promoter will have no obligation to replace same, either with the same or other branding, and will have no liability of whatsoever nature towards the winner for damages to the vehicle and/or arising from the removal of the branding.

PUBLICITY AND DATA PRIVACY

40. The winner has the right to decline permission to use their name or image in marketing material or participate in any marketing activity. Unless the winners verbally or otherwise decline permission to the Promoter, the Promoter may publish the winners' names and images on, including but not limited to, the Promoter's Facebook page or website, if applicable, without any liability to the Promoter or remuneration due to the winners.
41. 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 Prize winners.
42. All personal information relating to the Participants will be used solely in accordance with South African consumer and data protection legislation.

GENERAL

43. The Promoter reserves the right to shorten, extend, suspend the time period of the Competition or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Competition, its Prizes, and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within their sole discretion. In such an event, all Participants waive any rights that they may have/purport to have in terms of this Competition, and acknowledge that they will have no recourse against the Promoter whatsoever.
44. All publicity and other materials will be the sole property of the Promoter.

NBI!

45. 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!
46. 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.
47. 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 tax claims, 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.
48. The Promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
49. South African law shall govern these competition terms and conditions and the courts of South Africa shall have exclusive jurisdiction.
50. For more information, including the Spitz® general terms and conditions of sale, returns policy, general terms relating to sales and/or promotions, lay-by policy, general terms relating to gift vouchers or gift cards, or for a copy of these Competition rules visit www.spitz.co.za, or call the consumer line on 0860 109 321 (office hours 8.00am to 4.30 pm week days).

51. Spitz® is a registered trade mark of A & D Spitz Proprietary Limited.