

Terms and Conditions: JEEP GLADIATOR 2025 PROMOTION

1. INTRODUCTION

1.1 This Hennie's **"JEEP GLADIATOR" 2025 Promotion** ("Competition"), brought to you by Stellantis (Pty) LTD ("Stellantis") and Hennie's Sports Bar (Pty) LTD (Hennies), is offered subject to the terms and conditions as set out below and any terms and conditions as may be stipulated by Stellantis Pty Ltd on their official website / otherwise stipulated in Social Media / other advertisements.

1.2 This competition is valid in SA only.

1.3 Any reference to a Jeep Gladiator or the Hennies-branded Jeep can include any other model available at that time.

1.4 Participation by the entrants in the Competition constitutes an agreement to abide by all the terms and conditions set out below / otherwise advertised. Hennie's and Stellantis ("Promoters") reserve the right to disqualify any entrant who breaches any provision(s) of the terms and conditions set out below.

1.5 Where it is referred to as the "Winner" as it relates to prize 1 and 2 outlined below.

2. COMPETITION DATES

2.1 The Competition run as stipulated in relevant marketing material and is subject to change ("the Competition Period"). Entries received outside of the Competition Period will not be eligible.

3. WHO CAN ENTER

Entry is only available to Winners who meet the following criteria:

Amongst others all individuals must:

3.1 Be a resident of South Africa with a valid ID.

3.2 Be aged minimum 20 years and older upon entry (see point 3.3 below).

3.3 Hold in their possession a valid, current and unendorsed South African driver's license and have held such license for at least two years (temporary or still in print licenses will not be considered or accepted. In addition, no unendorsed driver's license or license's that has been revoked, suspended or restricted in any way in the last 12 (twelve) months before commencement date of the competition will be accepted).

3.4 Be able to take enough days of leave from work to be able to attend the trip as advertised for prize 1 and 2. (Unforeseen circumstances could possibly lead to more days required).

3.5 Employees, officers and contractors (and their immediate families and friends) or direct friends and immediate family of Hennie's and / or Stellantis or the agencies or companies associated with this competition will be ineligible.

3.6 All Winners will be required to sign a document based on the terms of use determined by Stellantis with regards to the specific Jeep vehicle to be used.

4. HOW TO ENTER

- 4.1 Entrants must purchase a Hennie's Jeep Gladiator Burger at any participating **South African** Hennie's branch during the Competition Period, to obtain a valid entry card.
- 4.2 This entry card will firstly, provide entrants with an opportunity to stand a chance to win an in-house instant redemption prize (listed below, subject to change) as well as one of three other main prizes (see details on main prizes below, subject to change).
- 4.3 To qualify for any of the three main prizes, entrants need to go further and complete their entry cards fully and correctly (regardless if he/she won an instant redemption prize or not). Hennie's will not take responsibility for incorrect completion of cards with illegible/false/incorrect details/information.
- 4.4 Entrants must ensure that he/she places the entry card into the designated entry box in the participating Hennie's store.
- 4.5 Entrants may enter the Competition multiple times. Each entry card placed into the entry box equals an entry. One **Hennie's Jeep Gladiator Burger** ordered will render 1 x entry card.
- 4.6 The Promoters will not accept responsibility for entries that are lost, mislaid, damaged, undelivered, filled in incorrectly, or delayed in transit, regardless of cause, systems, satellite, network, server, computer hardware or software failure of any kind.

5. COMPETITION TIMELINES

- 5.1 Following the draw, Hennie's will take time to vet and ensure that the winners that were drawn adhered to the entry terms of this competition.
- 5.2 Once it has been confirmed that the drawn winners adhered to all the conditions listed under paragraph 3 and 4 above, Hennie's will attempt to reach said winners per telephone and email for a maximum of 48 hours. If said winners is not reachable to claim his/her prize in this timeframe, they will forfeit the prize and Hennie's will be forced to redraw and contact new winner(s).
- 5.3 The three winners will be obligated to provide proof of: valid IDs, licenses, checklists, and prove they will be able to take leave away from work (if necessary) within 24 hours of being requested to do so. (Business hours are between 8 am and 5pm). If they fail to provide the necessary proof they will forfeit the prize(s). The Winners will also be asked to sign a further terms of use form from Stellantis, failure to sign this will also result in forfeiting of the prize.
- 5.4 The three winners and the nominated plus threes of the winners of prize 1 and 2, hereby consent to background and other relevant checks.
- 5.5 Should the three winners and/or the plus threes of Prize 1 and 2 fail the necessary checks or should it be deemed that they do not comply with the above competition terms and conditions (refer to "WHO CAN ENTER") or other terms and conditions set out herein or in Stellantis terms and conditions, they will forfeit the Prize and forgo all claims to the Prize and Hennie's will redraw a new winner(s).

6. INSTANT REDEMPTION PRIZES

Three possible In-house instant redemption prizes to be won (subject to change):

6.1 A dual-branded HENNIES/JEEP limited edition cap **OR**

6.2 A dual-branded HENNIES/JEEP limited edition key ring **OR**

6.3 A Red Bull

7. MAIN PRIZES

Three main prizes to be won:

7.1 PRIZE 1 AND 2

7.1.1 Win one of two weekends away for four people at a lodge and the use of a Jeep with fuel (total kilometres covered to be confirmed with winner prior to taking delivery of the vehicle):

7.1.1.1 **1st Trip** – End of July 2025 (subject to change).

7.1.1.2 **2nd Trip** – End of October 2025 (subject to change).

Destination and final dates of trip to be confirmed.

7.2 PRIZE 3

7.2.1 Win use of a Jeep Gladiator* for the full month of December 2025, including a petrol card for that period (total kilometres and fuel covered to be confirmed with winner prior to taking delivery of the vehicle) and Hennie's and Jeep merchandise up to the value of R5000.

*Where advertisement states Jeep Gladiator or “Win Me for a Month” on the Hennie’s-branded Jeep, participants and/or winner(s) are to note, that a substitute Jeep (Not the Hennie’s branded Jeep or Jeep Gladiator may be provided).

8. BONUS REDEEM A HENNIE’S / JEEP LIMITED EDITION CAP WITH ANY JEEP TEST DRIVE

- 8.1 The first 10 people to test drive a Jeep at any of the 9 national JEEP dealerships listed below, will receive a voucher which will entitle him or her to redeem a free Hennie’s / Jeep Limited Edition Cap at any one of the following 9 Hennie’s Branches listed below. In addition, they will receive a competition entry card at the respective Hennie’s once they have redeemed their voucher.

Jeep Dealership 1 - Rola Motors Somerset West (Western Cape)

Jeep Dealership 2 - Super Group Arnold Chatz CKL (Constantia Gauteng)

Jeep Dealership 3 - Westvaal Menlyn (Pretoria Gauteng)

Jeep Dealership 4 - Motus Bloemfontein (Free State)

Jeep Dealership 5 – Westvaal Polokwane (Limpopo)

Jeep Dealership 6 – Westvaal Paarl (Western Cape)

Jeep Dealership 7 – Zhai Auto George (Western Cape)

Jeep Dealership 8 – Motus Rustenburg (Northwest)

Jeep Dealership 9 – CMH Jeep (Boksburg, East Rand)

Hennies Branch 1 - Somerset West

Hennies Branch 2 – Randburg

Hennies Branch 3 - Waterkloof

Hennies Branch 4 – Bloemfontein

Hennies Branch 5 – Polokwane

Hennie's Branch 6 – Paarl

Hennie's Branch 7 – George

Hennie's Branch 8 – Rustenburg

Hennie's Branch 9 – Boksburg

9. PRIZE DETAILS AND CONDITIONS -

BETWEEN THE WINNER AND STELLANTIS :

9.1 ACCESS AND GENERAL USE OF VEHICLE

- 9.1.1 The winner will have access to a Jeep Gladiator* ("the vehicle") for the either a weekend or a month, depending on the type of prize won;
- 9.1.2. The Jeep is only allowed to be driven by the authorised winner(s), who holds a valid, current and unendorsed driver's License and has held such License for at least 2 (two) years. The License must also not have been revoked, suspended or restricted in any way in the 12 (twelve) months before the Commencement Date of this competition;
- 9.1.3 The winner(s) are also liable for any tolls, fines or penalties relating to traffic offences that are levied involving or pursuant to the use of the Vehicle irrespective of whether or not the winner(s) was aware of or was informed of any such fine or offence prior to the termination of this Agreement. In the event of Stellantis receiving notice of any road traffic or parking violations incurred during the Loan Period, as the case may be, Stellantis undertakes to provide the winner(s) with a copy of such notice and the winner(s) authorises Stellantis to provide the necessary information to the relevant authority for purposes of directing such notice directly to the winner(s), or Stellantis shall be entitled to settle the fine and reclaim it from the winner(s);

9.1.4 The vehicle must be returned in the same condition as it was provided. Any damages, theft, or loss of the vehicle during the prize period will be the sole responsibility of the winner(s);

9.1.5 Stellantis South Africa (Pty) Ltd shall provide comprehensive vehicle insurance coverage throughout the sponsorship period. In the event of theft or damage to the vehicle, the winner shall be liable for payment of the insurance excess.

9.2 PROHIBITIONS

The winner(s) will under no circumstance:

9.2.1 Hire or lend the vehicle to any other person;

9.2.2 Permit the vehicle to be in the possession or control of anyone other than the winner(s);

9.2.3 Drive unlawfully or illegally or allow for the vehicle to be used for any unlawful purposes or in such a way as to increase the risk of it being damaged or lost or to be overloaded but ensure vehicle is used at all times in line with the manufacturer's specifications;

9.2.4 Carry any passengers or goods for reward or otherwise;

9.2.5 Be used in any motor sport or similar high risk activity;

9.2.6 Be exposed to the risk of damage in or by any civil or public disturbance or unrest or;

9.2.7 Be used for any political purpose whatsoever.

9.3 COMPLIANCE

The winner agrees to comply with the following requirements at all times whilst operating the Jeep vehicle:

9.3.1 Carry his or her valid driver's license with them;

9.3.2 Take all reasonable precautions to protect the vehicle from damage, theft or loss and

shall properly lock, secure and immobilise the vehicle at all times when the vehicle is not in use or occupied;

- 9.3.3 Ensure that the vehicle is parked at night undercover or in a locked garage;
- 9.3.4 Ensure that every reasonable precaution to safeguard the interest of Stellantis is taken if at any time the vehicle is damaged, stolen or lost, including but not limited to, the following where appropriate:
 - 9.3.5 Notifying the police and the Stellantis within 24 (twenty-four) hours of the occurrence in question and furnishing Stellantis with an accident case number.
 - 9.3.6 Notify Stellantis immediately, but in any event, by no later than 24 hours of the damage to, or theft or loss of, the vehicle using the contact details specified in the Notice clause.
 - 9.3.7 Complete all documents, including claim forms, required by Stellantis's insurers and furnish all assistance required by Stellantis's insurer to deal with any matters arising from the damage to, or theft or loss of, the vehicle. Failure or refusal to sign the claim forms required by Stellantis's insurers does not absolve the winner(s) of his/her responsibility for the damage to, or theft or loss of, the Vehicle and such failure shall constitute a breach of this Agreement.
 - 9.3.8 Comply fully with all applicable laws and regulations, including without limitation the anti-bribery laws and regulations in all relevant jurisdictions, in carrying out the obligations and described in this Agreement.
 - 9.3.9 Use all reasonable endeavours not to do or omit to do, anything which may in Stellantis

And / or Hennie's view: (i) bring Stellantis and / or Hennie's into disrepute; (ii) disparage Stellantis and / or Hennie's; (iii) damage the goodwill of Stellantis and / or Hennie's; or (iv) be prejudicial to the image and/or reputation of Stellantis and or Hennie's

9.4 INDEMNIFICATION

9.4.1 The winner(s) hereby indemnifies Jeep and Stellantis and Hennies from any loss, liability, cost, damages, injury or death arising directly or indirectly from the use of the Sponsored Vehicle during the Loan Period and during any period in which the winner(s) have possession of the Sponsored Vehicle, regardless of whether such loss, liability, cost, damage, injury or death is suffered by winner(s) any passengers or third parties.

9.4.2 The Winner(s) hereby waives any claim he/she may have related directly or indirectly to his or the authorised drivers use of the Sponsored Vehicle.

9.4.3 Providing the winner(s) with a replacement Vehicle after the Vehicle has been damaged, or stolen, is entirely at Stellantis's discretion and Stellantis reserves all rights in this regard,

9.5 RETURN OF VEHICLE

9.5.1 On the Termination Date, The winner(s) shall return the Sponsored Vehicle, together with the keys, spare wheel, tools and accessories to Stellantis.

9.5.2 Should the winner(s) fail to return the Sponsored Vehicle to Stellantis, the winner(s) will Be considered to be in unlawful possession of the Sponsored Vehicle and Stellantis shall be entitled to repossess the Sponsored Vehicle wherever it may be found and from

whomsoever is in possession thereof. Any costs incurred by Stellantis as a result of recovering the Sponsored Vehicle from winner(s), will be for the account of the winner(s). The Sponsored Vehicle may also be reported as stolen to the relevant authorities.

9.6 RECOVERY OF VEHICLE

9.6.1 The winner(s) agrees to Stellantis removing the Vehicle from the winner(s) possession in circumstances where the:

- Winner(s) is in breach of any term of this Agreement;
- Vehicle is used to violate the law;
- Vehicle is found to be illegally parked or appears to have been abandoned; and /or
- Winner(s) has made any misrepresentation to the Lender in connection with the conclusion of this Agreement.

10. OTHER TERMS AND CONDITIONS

10.1 None of the above mentioned prizes are transferable, exchangeable or replaceable for cash or other forms of credit and no refunds will be issued for the value of the Prizes even if travel plans are cancelled or altered. The prizes can only be used as specified and can therefore also not be reinstated. All costs above the value of the Prizes including any change or cancellation fees are the responsibility of the winner(s).

10.2 The prizes will under no circumstances be handed over to a third party and will only be handed directly to the verified prize winner(s).

- 10.3 Please note: NO additional time will be afforded for the printing of a driver's license or ID or for obtaining a temporary (emergency) drivers license or to reapply for a new driver's license or ID.
- 10.4 All bookings are subject to availability at the time of booking and at the lodge's discretion depending on level of occupancy. All applicable booking terms and conditions of the Accommodation Supplier(s) and/or Stellantis apply.
- 10.5 Changes or Cancellation may incur charges from Airlines, Accommodation Suppliers and/or other General Suppliers. The Winner(s) is responsible to pay any such charges including any additional costs resulting from changes or cancellations to the original booking as requested by the Winner.
- 10.6 There is no residual value, and no credit will be issued if the Prizes amount to less than the amounts stated herein above.
- 10.7 All taxes, fees, charges and surcharges applicable to redeeming the Prizes, including, without limitation, extra person, phone, general spending monies, parking and other charges, are for the account of the winner(s), and the Prizes cannot be applied to them. These charges must be paid before departure, alternatively if and when applicable directly by the Winner(s) and are the responsibility solely of the Winner(s).
- 10.8 The Prizes cannot be applied and do not apply to any costs or miscellaneous fees charged by a hotel/lodge or Airline and incurred by the winner(s).
- 10.9 Terms and conditions of this offers are as written and cannot be changed by any representation of any unauthorized person, including employees of Hennie's or Stellantis its subsidiaries.
- 10.10 The Prizes are void where prohibited or restricted by law.

- 10.11 If you have any questions about the Prizes, please email us on blaf@therealhennies.co.za
- 10.12 Hennie's and/or Stellantis reserves the right to change these terms and conditions with reasonable notification via the Hennie's website at any time during the competition and will be applied and interpreted by the Promoters and their decisions regarding any disputes relating to such meaning and/or content will be final and binding.
- 10.13 Prizes Winners must comply with all the normal terms and conditions including the terms and conditions set out by Stellantis Pty Ltd.

11. LIABILITY

- 11.1 To the maximum extent permitted in law, the owners of any Hennie's restaurant, the Promoters (Hennie's Sports Bar PTY LTD and or Stellantis) or any of their respective holding, subsidiary, associated, related and interrelated companies, or any of their respective directors, officers, managers, employees, agents, franchisees, or anyone associated with any of them, shall not incur any liability to any person for any injury, loss, claim or damage of any nature whatsoever whether direct, indirect, consequential or otherwise, as a result of (or in any way connected to) any person entering into, or arising from any cause whatsoever or howsoever arising from any person's participation in any way, in this Competition or as a result of (or in any way connected to) any prizes won there under, including any tax liability incurred by the winner(s) (any such prizes being utilized and accepted at the sole and own risk of any winner(s) thereof).
- 11.2 In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances

arising or action taken beyond or outside the reasonable control of the Promoters preventing them from the performance of any obligation to an entrant (any such event hereinafter called "Force Majeure") then the Promoters shall be relieved of all such obligations to the entrant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the entrant may suffer due to or resulting from the Force Majeure. This includes governmental lockdowns.

11.3 The Promoters reserve the right to cancel, suspend, amend, or terminate the Competition at any time and without notice to the entrants.

11.4 In the event of a dispute in respect of any aspect of the Competition, the Promoters' decision is final, and binding and no correspondence will be entered into. In the event of a dispute regarding a winner chosen in accordance with points above, the decision of an independent admitted attorney duly appointed by the Promoters will be final and binding and no other correspondence will be entered into.

12. PROTECTION OF PERSONAL INFORMATION

12.1 Hennie's collects claimants'/entrants' and their plus one's (or more) personal information in order to conduct the competition. If the information requested is not provided, the claimant/entrant may not be able to participate in the competition. Hennie's will not disclose this information to anyone other than contractors who provide services to Hennie's for the purposes of conducting and executing this competition unless compelled or permitted by law. Entrants' personal information may be disclosed, and the winners' names published on Hennie's social media platform, website and other ancillary forums. As per the relevant Privacy Legislation, a request to access, update or correct any information should be directed to the Privacy Officer of Hennie's. Entrants indemnifies the Promoters from any unintentional disclosures of such information to unauthorized persons.

- 12.2 The Promoters may, after the winners have accepted the prizes, and both before or after the winners of the Competition have been publicly announced, request that the winners permit the use of their image/s and/or name/s in their marketing material and / or participate in their marketing activities (including endorsing, promoting and / or advertising the services of the Promoters, or any of their subsidiary, holding, associated, related and inter-related companies) ("the Invitation").
- 12.3 By entering the Competition, entrants agree to receive further communication and direct marketing material from the Promoters, and their respective holding, subsidiary, associated related and inter-related companies, provided that the entrants may opt-out of receiving commercial communications at any time via the appropriate opt-out mechanisms provided by the Promoters for such purpose.
- 12.4 This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("the Provisions"). In the event of any conflict between these Rules and the Provisions, the Provisions shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website: <http://www.thedtic.gov.za/>. Any provision of these Rules or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.

13. CONSENT

- 13.1 By entering, you voluntarily consent to: (i) Hennie's processing your personal information, including your name, telephone number and identity number during and after the course and scope of the competition; and (ii) Hennie's transferring your personal information to the

relevant third parties in order to make any required travel, delivery or other arrangements, as may be applicable, for your participation in the competition, which processing and transfer shall take place in accordance with the provisions of the Protection of Personal Information Act 14 of 2013, as amended.

- 13.2 You further voluntarily consent thereto that, while participating in the competition, Hennie's may capture all forms of digital images, photographs, videos, clips, audio clips and other media of you (including your name). You acknowledge, agree and consent thereto that Hennie's may make media announcements, publish, reproduce or broadcast the Media for promotional purposes following your participation in the competition and without remuneration being made payable to you. You acknowledge and understand that you will have no proprietary rights in the Media.