

Terms and Conditions: FLYING FISH YACHT EXPERIENCE COMPETITION

1. INTRODUCTION

1.1 This Hennie's **Flying Fish Yacht Experience Competition** ("Competition"), brought to you by SAB (PTY) LTD ("SAB") and Hennie's Sports Bar (PTY) LTD (Hennie's), is offered subject to the terms and conditions as set out below and any terms and conditions as may be stipulated by SAB on their official website / otherwise stipulated in Social Media / other advertisements.

1.2 This competition is valid in SA only.

1.3 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 SAB ("Promoters") reserve the right to disqualify any entrant who breaches any provision(s) of the terms and conditions set out below.

2. COMPETITION DATES

2.1 The Competition period is 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 a Winner (and his or her nominated plus three), who meet the following criteria:

Amongst others all individuals must:

3.1 Be a resident of South Africa.

3.2 Be aged minimum 18 years and older upon entry.

3.3 Hold in their possession a valid and current South African ID. Temporary or still in print IDs will not be considered or accepted.

3.4 Be able to take enough days of leave from work to be able to attend the trip as advertised. (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 SAB or the agencies or companies associated with this competition will be ineligible.

4. HOW TO ENTER

4.1 Entrants must purchase a bucket of 4 Flying Fish (Lemon or Dry Apple) at any participating **South African** Hennie's branch during the Competition Period.

4.2 To stand a chance to win the prize outlined below, entrants needs to write their contact details (Name, Surname, Phone Number, Email address and the participating branch of entry) on the back of their receipt. Hennie's will not take responsibility for illegible or incorrect completion of receipts with false/incorrect details/information.

4.3 Entrants must ensure that he/she places the receipt with their contact details written on the back (as outlined in 4.2) into the designated entry box in the participating Hennie's store.

4.4 Entrants may enter the Competition multiple times. Each entry card placed into the entry box equals an entry. One **Bucket of Flying Fish (Lemon or Dry Apple)** ordered will render 1 x receipt that is eligible to be placed in the designated entry box.

4.5 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. PRIZE

5.1 FLYING FISH YACHT EXPERIENCE TRIP DETAILS

5.1.1. Win a Yacht Trip Experience in the V&A Waterfront for you and three of your friends.

5.1.2. Trip dates: 30th of May 2025 to 1st of June 2025.

5.1.3. The prize is limited to the following:

5.1.3.1. Two nights stay (30th of May and 31st of May), with breakfast included, at the Radisson Red Waterfront for four people (two x double rooms).

5.1.3.2. Two dinners at Hennie's Somerset West (Friday 30th of May) and Hennie's Durbanville (Saturday 31st of May).

5.1.3.3. Flights and transport between the airport and the hotel. Please note, dates are subject to the availability of flights. Please note Hennie's and/or SAB will not take responsibility for factors which may cause delays or changes in the amount of travel days required.

5.1.3.4. V&A Yacht Cruise (Saturday 31st of May 2025).

6. COMPETITION TIMELINES

- 6.1 Following the draw, Hennie's will take time to vet and ensure that the winner that was drawn adhered to the entry terms of this competition.
- 6.2 Once it has been confirmed that the drawn winner adhered to the conditions set out in point 3 and 4 above, Hennie's will attempt to reach said winner per telephone and email for a maximum of 48 hours. If said winner 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 a new winner.
- 6.3. The winner (and their nominated plus three) will be obligated to provide proof (within a max of 24 hours of being requested to do so) of their valid IDs and checklists and prove that they will be able to take leave away from work (if necessary). (Business hours are between 8 am and 5pm). If they cannot provide the necessary proof, in the timeframe stipulated above, they will forfeit the prize.
- 6.4 The winner and their plus threes hereby consent to background and other relevant checks.
- 6.5 Should the winner and/or his or her plus three 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 SAB's terms and conditions, the winner and his/her

nominated plus three will forfeit the Prize and forgo all claims to the Prize and Hennie's will redraw a new winner.

- 6.6 The winner will be formally/publicly announced by Hennie's. Therefore, no entrants and/or plus one(s) will be allowed to announce or claim publicly or privately that they are the winner of the competition until Hennie's has not put out formal communication. Hennie's therefore takes no responsibility for any embarrassment or inconvenience caused by an entrant and/or one of his or her plus three's premature announcement of their perceived win.

7. OTHER TERMS AND CONDITIONS

- 7.1. The prize is NOT transferable, exchangeable or replaceable for cash or other forms of credit and no refunds will be issued for the value of the Prize even if travel plans are cancelled or altered. The prize can only be used as specified and can therefore also not be reinstated. All costs above the value of the Prize including any change or cancellation fees are the responsibility of the winner.
- 7.2 The prize will under no circumstances be handed over to a third party and will only be handed directly to the verified prize winner.
- 7.3 Please note: NO additional time will be afforded for the printing of an ID.
- 7.4 All bookings are subject to availability at the time of booking and at the Hotel's discretion depending on level of occupancy. All applicable booking terms and conditions of the Accommodation Supplier(s) and/or SAB apply.

- 7.5 Changes or Cancellation may incur charges from Airlines, Accommodation Suppliers and/or other General Suppliers. The Winner 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.
- 7.6. There is no residual value, and no credit will be issued if the Prize amount to less than the amounts stated herein above.
- 7.7. All taxes, fees, charges and surcharges applicable to redeeming the Prize, including, without limitation, extra person, phone, general spending monies, parking and other charges, are for the account of the winner, and the Prize cannot be applied to them. These charges must be paid before departure, alternatively if and when applicable directly by the Winner and are the responsibility solely of the Winner.
- 7.8. The Prizes cannot be applied and do not apply to any costs or miscellaneous fees charged by a hotel or Airline and incurred by the winner.
- 7.9. 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 SAB or its subsidiaries.
- 7.10. The Prize are void where prohibited or restricted by law.
- 7.11. If you have any questions about the Prize, please email us on blaf@therealhennies.co.za
- 7.12. Hennie's and/or SAB 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.

- 7.13. Prize Winners must comply with all the normal terms and conditions including the terms and conditions set out by SAB (which can be found at www.therealhennies.co.za), our website Terms of Use and any terms and conditions imposed by the Accommodation Supplier(s).

8. LIABILITY

- 8.1. To the maximum extent permitted in law, the owners of any Hennie's restaurant, the Promoters (Hennie's Sports Bar PTY LTD and or SAB) 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, death, 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 are the sole and own risk of any winner(s) thereof).
- 8.2. 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.

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

8.4. 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.

9. PROTECTION OF PERSONAL INFORMATION

9.1 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.

- 9.2 The Promoters may, after the winner have accepted the prize, and both before or after the winner of the Competition have been publicly announced, request that the winner 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”).
- 9.3 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.
- 9.4 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.

10. CONSENT

- 10.1 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.

10.2 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.