Competition Terms & Conditions

This Hennie's "Must be a Jameson & Red Bull" 2024/2025 Competition

This Hennie's "Must be a Jameson & Red Bull" 2024/2025 Competition ("Competition"), brought to you by Jameson ("Pernod Ricard Pty Ltd"), Red Bull Energy Drink ('Red Bull South Africa Pty Ltd') (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 Pernod Ricard Pty Ltd and Red Bull South Africa Pty Ltd.

Participation by the entrants in the Competition constitutes an agreement to abide by all the terms and conditions set out below. Hennie's, Pernod Ricard Pty Ltd and Red Bull South Africa Pty Ltd ("Promoters") reserve the right to disqualify any entrant who breaches any provision(s) of the terms and conditions set out below.

Where it is referred to the "Winner" it includes the Winner and its plus 1 (extra nominated winner).

1. WHO CAN ENTER?

1.1. Entry is only available to entrants (and his/her plus one) who meets the following criteria:

Amongst others all individuals must:

- 1.1.1. Be residents of South Africa.
- 1.1.2. Be aged 18 years and older upon entry.
- 1.1.3. Be in possession of valid passport(s) upon entry (Temporary/Emergency/Still in Print Passports will not be considered).
- 1.1.4. Be in possession of passport(s) that are valid until at least 31 Oct 2025.
- 1.1.5. Have a minimum of two blank pages next to each other available in its passport for Visa purposes.
- 1.1.6. Be able to take enough days of leave from work to be able to attend the trip as advertised, including delayed flights and/or other unforeseen circumstances that could lead to more days required.
- 1.2. Employees, officers and contractors (and their Immediate Families and friends) or direct friends and immediate family of Hennie's, Pernod Ricard Pty Ltd and Red Bull South Africa Pty Ltd, or of the agencies or companies associated with this Competition, are ineligible.

2. HOW TO ENTER

- 2.1. To enter, entrants must obtain a "**Must be a Jameson & Red Bull**" entry card by purchasing a **Jameson & Red Bull drink** at a participating Hennie's Restaurant. This offer is only available as a sit-down purchase for consumption on the premises of the relevant participating Hennie's restaurant.
- 2.2. Entrants must complete the entry card fully and correctly. Hennie's will not take responsibility for incorrect completion of cards with false/incorrect details/information.
- 2.3. Entrants must ensure that he/she places the entry card into the designated entry box in the participating Hennie's store.
- 2.4. Entrants may enter the Competition multiple times. Each entry card placed into the entry box equals an entry. One **Jameson & Red Bull** ordered will render 1 x entry card.
- 2.5. The Promoters will not accept responsibility for entries that are lost, mislaid, damaged, undelivered, or delayed in transit, regardless of cause.

systems, satellite, network, server, computer hardware or software failure of any kind.

3. COMPETITION TIMELINES

- 3.1. The Competition formally starts 22 November 2024.
- 3.2. The Competition ends 23h00 Sunday 19 January 2025.
- 3.3. A winner will be drawn at random on / before 23 January 2025 at 23h00.
- 3.3.1 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.
- 3.3.2 Once it has been confirmed that the drawn winner adhered to point 3.3.1 above, Hennie's will attempt to reach said winner per telephone and email for a maximum of 24 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.
- 3.4. The two winners must nominate their plus ones on or before 25 January 2025 by 23h00.
- 3.4.1 The two winners and their plus ones will be obligated to provide proof of valid passports and prove they will be able to take leave away from work (if necessary) (refer to points 1.1.3 1.1.5) within three business hours of being requested to do so.

(Business hours are between 8 am and 5pm).

- 3.5. The two winners and their plus ones will be vetted on/before 29 January 2025 by 23h00.
- 3.5.1 The two winners and their plus ones hereby consent to background and other relevant checks.
- 3.5.2 Should the two winners or their plus ones 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 Pernod Ricard Pty Ltd and Red Bull South Africa Pty Ltd 's terms and conditions, the two winners and their plus ones will forfeit the Prize and forgo all claims to the Prize and Hennie's will redraw a new winner.

4. THE PRIZE

- 4.1. The prize includes: two trips for two from South Africa to Mauritius between 18 February & 25 February 2025.
- 4.2. The prize is limited to the following:
- 4.2.1 Return economy class flights to Mauritius.
- 4.2.2 All Inclusive of accommodation, breakfast, lunch, dinner, selection of drinks and hotel and circuit transfers, 7 Nights' accommodation at Radisson Blu Azuri Resort
- 4.2.3 Travel insurance.
- 4.2.4 Please note, should the Winner be required to attend to a Metro to apply for a visa, such expenses shall be for the Winner's sole account.
- 4.2.6 The trip is planned to take place between 18-25 February 2024. Hennie's however reserves the right to announce the exact dates of travel closer to the time of the trip to Mauritius based on flight availability and other factors. Hennie's cannot take responsibility for connecting flights and other factors which may cause delays in amount of travel days required. Please refer to point 1.1.6.

5. OTHER TERMS AND CONDITIONS

- 5.1. 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.
- 5.2 The prize will under no circumstances be handed over to a third party and will only be handed directly to the verified prize winner.
- 5.3 Please note: NO additional time will be afforded for the printing of a passport or for obtaining a temporary (emergency) passport or to reapply for a new passport.
- 5.4 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 Pernod Ricard Pty Ltd and Red Bull South Africa Pty Ltd apply.
- 5.5 Changes or Cancellation may incur charges from Airlines, Hotels or other 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.
- 5.6. There is no residual value, and no credit will be issued if the Prize amounts to less than the amount stated herein above.
- 5.7. 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.
- 5.8. The Prize cannot be applied and does not apply to any costs or miscellaneous fees charged by a hotel or Airline and incurred by the winner.
- 5.9. Terms and conditions of this offer are as written and cannot be changed by any representation of any unauthorized person, including employees of Hennie's Sports Bar (Pty) Ltd or its subsidiaries.
- 5.10. The Prize is void where prohibited or restricted by law.
- 5.11. If you have any questions about the Prize, please email us on blaf@therealhennies.co.za.
- 5.12. Hennie's and/or Pernod Ricard Pty Ltd and Red Bull South Africa Pty Ltd 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.

5.13. Prize Winners must comply with all the normal terms and conditions including the terms and conditions set out by Pernod Ricard Pty Ltd and Red Bull South Africa Pty Ltd.

6. LIABILITY

- 6.1. To the maximum extent permitted in law, the owners of any Hennie's restaurant, the Promoters (Hennie's Sports Bar PTY LTD and or Pernod Ricard Pty Ltd and Red Bull South Africa Pty Ltd), 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 (any such prizes being utilized and accepted at the sole and own risk of any winner thereof).
- 6.2. 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.
- 6.3. The Promoters reserve the right to cancel, suspend, amend, or terminate the Competition at any time and without notice to the entrants.
- 6.4. 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.

7.1 PROTECTION OF PERSONAL INFORMATION

- 7.1.1 Hennie's collects claimants'/entrants' and their plus one's 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 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.
- 7.1.2. The Promoters may, after the winner has accepted the prize, 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").
- 7.1.3. 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.
- 7.1.4. 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.

7.2 CONSENT

- 7.2.1 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.
- 7.2.2 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.