

## **Competition Terms & Conditions**

### **This Hennie's Win a Trip to the Caribbean 2025 Competition**

This Hennie's Win a Trip to the Caribbean 2025 Competition ("Competition"), brought to you by Red Heart ("KWV"), Coca Cola 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 KWV and Coca Cola.

Participation by the entrants in the Competition constitutes an agreement to abide by all the terms and conditions set out below. Hennie's, KWV and Coca Cola ("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:

##### **ONLY HENNIE'S SA BRANCHES WILL QUALIFY:**

- 1.1.1 Be residents of South Africa;
- 1.1.2 Be aged 18 years and older upon entry (If a winner is aged between 18 and 20 he/she will note that the current legal age for consuming alcohol in other countries may be 21);
- 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 1 September 2026;
- 1.1.5 Have a minimum of three blank pages next to each other available for Visa purposes;
- 1.1.6 Subject to successful obtaining of a Visa; and
- 1.1.7 Be in a position to take at least 16 consecutive days of leave from work. The trip is only planned for 13 days, but with flights only being booked closer to the time, days may vary or due to flight delays or cancellations from airline. Refer to point 4.4.
- 1.1.8 Employees, officers and contractors (and their Immediate Families and friends) of Hennie's, Coca Cola or KWV or of the agencies or companies associated with this Competition, are ineligible.

#### **2. HOW TO ENTER**

- 2.1 This offer is only available as a sit-down purchase for consumption on the premises of the relevant South African participating Hennie's restaurant.
- 2.2 To Enter, Entrants must follow the following steps:
  - 2.2.1 Entrants must purchase an Abraham Cocktail OR two Double Red Heart & Mix Specials at a South African participating Hennie's Restaurant during the competition period as advertised, to obtain a valid scratch entry card.
  - 2.2.2 This scratch entry card will firstly provide entrants with an opportunity to win an in-house instant redemption prize: A dual branded Red Heart and Hennie's key ring.
  - 2.2.3 To qualify for the main prize, entrants needs to however go further and complete their scratch entry cards fully and correctly (regardless if he/she won an instant redemption prize or not). Hennie's or none of the promoters will take responsibility for incorrect completion of cards with illegible/false/incorrect details/information.
  - 2.2.4 Entrants must then ensure to place his/her scratch entry card into the designated entry (lucky draw) box in the participating Hennie's store.
- 2.3 Entrants may enter the Competition multiple times. Each Abraham Cocktail OR two Double Red Heart & Mix Specials ordered will warrant one scratch entry card. Each scratch entry card placed into the entry box equals a legit entry.
- 2.4 The Promoters will not accept responsibility for entries that are lost, mislaid, damaged, undelivered, or delayed in transit, regardless of cause, including, but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

### **3. COMPETITION TIMELINES**

- 3.1 The Competition formally starts 1<sup>st</sup> of October 2025.
- 3.2 The Competition ends 23h00 Friday 31<sup>st</sup> of October 2025.
- 3.3 Following the random draw, Hennie's will take time to vet and ensure that the potential winner that was drawn adhered to the entry terms of this competition as outlined under point 1 and 2 above.
- 3.4 Once it has been confirmed that the drawn potential winner adhered to the terms of this competition, Hennie's will attempt to reach said potential winner per telephone and email for a maximum of 24 hours. If said potential 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 potential winner.
- 3.5 Once the potential winner has been reached he/she has two hours to nominate their plus one.
- 3.6 Potential winner and his/her plus one will be obligated to provide proof of valid passports and IDs (refer to points 1.1.3 – 1.1.5) within three business hours of being requested to do so. (Business hours are considered to be between 8 am and 5pm).
- 3.7 The potential winner and his/her plus one hereby consent to background and other relevant checks.
- 3.8 Should the potential winner or his/her plus one 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") and / or other terms and conditions set out herein or in KVV or Coca Cola's terms and conditions, the potential winner and his/her plus one will forfeit the Prize and forgo all claims to the Prize and Hennie's will redraw a new winner.
- 3.9 The winner will be formally/publicly announced by Hennie's as stipulated in relevant marketing material and is subject to change.
- 3.10 The claiming of the prize is subject to the successful obtaining of a Visa by the winner and its plus one. Although the promoters and its agent will do everything in its power to help the potential winner obtain a visa for the trip this is not within their direct control and the following therefore applies:
  - 3.10.1. If the winner does not receive its Visa in time (especially for booking of flights and other travel arrangements), regardless of the successful or unsuccessful obtaining of its plus one's Visa, then the prize will be forfeited and neither the winner nor the plus one will have claim to the prize. Coca Cola and KVV (NOT the winner) has the option of gifting the prize to another nominated party however will not be obliged to do so.
  - 3.10.2 In the event that the winner's plus one fails to receive his or her Visa in time, the winner understands and agrees that they will automatically forfeit their opportunity to take a plus one with on the trip and will therefore travel alone. The plus one's trip is not transferable, exchangeable or replaceable for cash or other forms of credit and no refund will be issued for the value of the plus ones portion of the prize.
- 3.11 Please note no entrant and/or plus one will be allowed to announce or claim publicly or privately that they are the winner(s) of the competition until Hennie's has not put out formal publication thereof. Hennie's therefore takes no responsibility for any embarrassment or inconvenience caused by an entrant and/or his or her plus one's premature announcement of their perceived win.

### **4. THE PRIZE**

- 4.1 The prize includes (subject to change): an all expenses paid 7 night Caribbean cruise upon the Royal Caribbean: Independence of the Seas
- 4.2 The prize is limited to the following:
  - 4.2.1 Return economy class flights to and back from Miami International Airport via Paris on Air France for the winner and the plus one.
  - 4.2.2 Two nights stay (breakfast included) at the Cadillac Hotel and Beach Club.
  - 4.2.3. 7 Night Cruise (Includes balcony stateroom cabin, an all-inclusive beverage package and food, including breakfast, lunch and dinner.)
  - 4.2.4 VISA costs.

#### 4.2.5 Travel insurance.

- 4.3 Please note, should the Winner be required to attend to a Metro in order to apply for a visa, such expenses shall be for the Winner's sole account. Winners are also responsible for travel to and from OR Tambo, any additional items or expenses such as mementos, charging restaurants and/or drinks and snacks during the days not on the cruise ship. Any additional excursions or shopping on the cruise ship will also be for the winner's own account (refer to point 5.5 – 5.8.)
- 4.4 The trip is planned to take place over thirteen days. Hennie's however reserves the right to change the exact dates of travel closer to the time of the trip 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 back to point 1.1.7.

### 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 unless in a scenario as outlined in point 3.10.1.
- 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 KWV/COCA COLA 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 as the case may be, 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 customer.
- 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](mailto:blaf@therealhennies.co.za).
- 5.12 Proof of age and residency may be required to claim the prize and is at the discretion of Hennie's.
- 5.13 Hennie's and/or KWV and/or Coca Cola 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.
- 5.14 Prize Winners must comply with all the normal terms and conditions including the terms and conditions set out by KWV and Coca Cola (which can be found at [www.therealhennies.co.za](http://www.therealhennies.co.za)), our website Terms of Use and any terms and conditions imposed by the Accommodation Supplier(s).
- 5.15 Due to unforeseeable circumstances, the presence of Jonathan (aka Radio raps) & / or Pottie are not guaranteed.

- 5.16 If the winner cannot make the trip because of illness or other reason the plus one's prize will also be forfeited. If the plus one cannot make the trip because of illness or other reason the plus one will not go and the winner will not be able to nominate another plus one at that time.

## **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 KWV or Coca Cola), 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 renumeration) 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 cannot be held liable and therefore indemnifies themselves against any possible liability or claim relating to the winner or their plus one failing to successfully obtain his or her Visa.
- 6.4 The Promoters reserve the right to cancel, suspend, amend, or terminate the Competition at any time and without notice to the entrants.
- 6.5 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. PROTECTION OF PERSONAL INFORMATION**

- 7.1 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.
- 7.2 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").
- 7.3 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.
- 7.4 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.

## **8. CONSENT**

- 8.1 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.
- 8.2 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.