

aQuellé Midmar “Why We Swim” Competition T&Cs

1. **Promoter**

The promoter is Ekhamanzi Springs (Pty) Ltd t/a aQuellé (“the Promoter”).

2. **Competition Period**

This promotional competition opens at 00:00 on 28 January 2026 and closes at 23:59 on 6 February 2026 (“Competition Period”).

Any entries received after the closing date will not be considered.

3. **Eligibility**

The promotional competition is open to all South African residents in possession of a valid South African identity document, passport, or proof of South African residency. Participants must enter in their personal capacity. No close corporations, partnerships, or other legal entities may participate.

Any participant under the age of 18 (eighteen) years must be assisted by a parent or legal guardian, who consents to the participant’s participation and receipt of the prize.

The Promoter, its directors, members, partners, employees, agents, consultants, and their immediate family members (spouses, parents, children, siblings), business partners, or associates are not eligible to participate.

4. **Entry Responsibility**

Entrants are responsible for ensuring that their personal and contact details on Facebook and/or Instagram are correct and accessible. The Promoter will not be held liable for incorrectly submitted or unavailable details.

5. **How to Enter**

To enter the competition, participants must complete the following steps:

- 5.1 Visit aQuellé’s official Facebook or Instagram page.
- 5.2 Locate the official aQuellé Midmar Mile “Why We Swim” competition post.
- 5.3 Comment on the post answering the question: “Why are you, or why do you want to, swim the aQuellé Midmar Mile?”

Only entries submitted as comments on the official competition posts during the Competition Period will be considered valid.

6. **Entry Limitations**

Entries are limited to one entry per participant across Facebook and Instagram.

Automated, bulk, duplicate, or third-party entries will be disqualified.

Comments that do not answer the question above, or that contravene the aQuellé Social Media Policy, may be disqualified at the Promoter’s discretion.

7. **Prizes**

One (1) winner will receive one (1) aQuellé swim hamper.

Prizes are not transferable and may not be exchanged for cash or any other item.

8. Winner Selection

Winners will be randomly selected from all valid entries received during the Competition Period, under the supervision of the Promoter or its appointed agency.

Each participant may only win one prize during the competition.

9. Winner Notification

Prize winners will be contacted via Facebook or Instagram direct message using the details available on the platform.

If a winner cannot be contacted or does not respond within 48 hours of notification, the Promoter reserves the right to disqualify the winner and select an alternative winner.

10. Publicity

The Promoter reserves the right to announce winners publicly where deemed appropriate.

By entering the competition, winners consent to the publication of their name and/or social media handle by the Promoter for promotional purposes.

11. Data Protection

Any personal information submitted will be processed in accordance with applicable South African data protection legislation and the Promoter's privacy policy.

Personal information will be used solely for administering the competition and awarding prizes and will not be shared with third parties for marketing purposes.

12. Technical Issues

The Promoter shall not be responsible for any technical failures, platform issues, connectivity problems, or system delays that may result in an entry not being successfully submitted or received.

13. Fraud & Disqualification

The Promoter reserves the right to disqualify any participant if fraud, cheating, manipulation, or abuse of the competition is suspected.

14. Right to Amend or Terminate

The Promoter reserves the right to amend, suspend, or terminate the competition at any time without notice if circumstances arise outside of its control.

Participants waive any rights of recourse against the Promoter in such circumstances.

15. Limitation of Liability

Neither the Promoter, its agents, associated companies, directors, officers, nor employees shall be liable for any loss, damage, or injury arising from participation in the competition or acceptance of the prize.

16. Disputes

In the event of a dispute, the decision of the Promoter shall be final and binding, and no correspondence will be entered into.

17. Acceptance of Rules

Participation in the promotional competition constitutes acceptance of these Terms & Conditions.

aQuellé Social Media Policy

The following will not be allowed:

- Discriminatory content which includes, but is not exclusive to, race, religion and gender.
- Offensive language including profanity, hate speech, vulgarity and defamation.
- Images which could be regarded as inappropriate, distasteful or offensive.
- Bullying, abuse, threats, intimidation and stalking.
- Messages that are unlawful, fraudulent or deceptive.
- Trolling and spam.
- Uploaded files that may damage users' computers or cause privacy breaches.
- Links to unrelated or irrelevant content (e.g. offers, appeals for donations, link baiting).
- Unrelated/irrelevant posts to another individual's comment that can be considered as spam.
- Company, product and personal promotion or advertising.
- Calls for donations/financial assistance.
- aQuellé staff, retailer and supplier complaints.
- Any issue or content deemed inappropriate by aQuellé.