

aQuellé Cranberry Burst On-Pack Competition T&Cs

1. **Promoter:**

This **aQuellé** Promotional Competition ("**Competition**") is organised by Ekhamanzi Springs (Pty) Ltd t/a aQuellé (Proprietary) Limited ("**Promoter**").

2. **Eligibility:**

The Competition is only open to permanent residents and citizens of the Republic of South Africa of the age of 18 (eighteen) years or older, living in South Africa and in possession of a valid form of identification (South African Identity Document or Passport). All participants must be natural persons; legal entities cannot participate in this Competition, and no prize/s will be awarded to any legal entities. Any minor, or any employee, director, member, partner, agent or consultant of any of the Promoters, or any person who directly or indirectly controls or is controlled by any of the Promoters and/or immediate family members of any of the above persons, its advertising agencies, advisers, dealers, suppliers and bottlers of beverages identified by the trademarks owned by or licensed to aQuellé, its affiliates and/or associated companies, **is not** eligible to participate in this Competition and is therefore disqualified from participating in this Competition.

3. **Agreement to these Terms and Conditions:**

By entering the Competition, all participants and the winners agree that they have read and understood these terms and conditions and further agree to be bound by these Terms and Conditions as interpreted by the Promoters, whose decision regarding any dispute will be final and binding. The Promoters reserve the right at any time, without notice, to amend, modify, or change these Terms and Conditions and any prizes, and to postpone, suspend or cancel this Competition and any prizes, or any aspect thereof, without notice at any time, for any reason which the Promoters reasonably deem necessary and without any compensation whatsoever. The names entered in the Competition must correspond with the names on the identity document and/or passport of the participant.

4. **The Competition is only valid within South Africa:**

Participants must be within South Africa at the time of entering the Competition, for the verification process and at the time of the prizes being awarded should they be declared a winner.

5. **Competition Period:**

The Competition commences on Thursday 1st October 2026 and ends at 23h59 (South African time) on Monday 1st March 2027 (the "**Competition Period**"). Entries received before or after the Competition Period will not be considered. Entries will be deemed to be received at the time of receipt and not at the time of transmission. Entries received will be considered final by the Promoters. Incomplete, inaccurate, unclear, erroneous, ineligible, or incomprehensible entries will be deemed invalid and thus disqualified.

6. Entry mechanic/How to enter:

To enter this Competition and stand a chance to win, participants must buy the new limited-edition aQuellé Cranberry Burst flavour and enter via the following platforms:

6.1 Dial *120*130140# and enter (20c/20secs) or

6.2 SCAN the QR code on the back of bottle label and follow prompts to enter the UNIQUE CODE under your aQuellé Cranberry bottle cap, or

6.3 Save WhatsApp number +27648648021 and send CRANBERRY to enter

We recommend **saving a copy of your till slip** on your cell phone, as proof of purchase is required for verification purposes if your number is drawn as a potential winner for the grand prize.

7. Description of Prize/s:

The winners stand a chance to win one of the following:

7.1 1 of 304 x R500 cash

7.2 21 x Samsung Galaxy A37 smartphones

7.3 1 of 3 trips to Zanzibar for 2 to the value of R100 000

7.4 The Promoters shall not award a Prize to a winner if it is unlawful to supply such Prize to the winner. In such instance, the winner shall immediately forfeit the Prize and be disqualified.

8. The Grand Prize

Details on the trip for 3 winners plus their partners to Zanzibar valued is as follows:

8.1 Prize is valued at R100 000 each

8.2 Valid from 1 April 2027 – 31 March 2028 (12 months)

8.3 Itinerary for trip can be arranged with the travel agent appointed by aQuellé at the winner's discretion, providing the plans remain within the R100 000 prize money.

8.4 Should there be any plans that affects change in rates that exceeds the R100 000 prize value, the competition winner would be liable to pay the difference.

8.5 The winner may take along as many people as they would like, given it remains within the R100 000 prize value.

8.6 Winner must be over 18, however the person accompanying the winner does not have to be over 18.

8.7 Should your Visa application be declined, you automatically get disqualified from claiming this prize and an alternative winner will be selected, unless other arrangements are made with the Promoter.

8.8 Prize value includes the following:

- 8.8.1 All flights
- 8.8.2 All accommodation
- 8.8.3 Breakfast at the hotel booked
- 8.8.4 Transfers from Airport to hotel and hotel back to Airport
- 8.8.5 Pre- planned excursions / local trips as per the travel itinerary approved

Please refer to Appendix A for all exclusions

9. Selection:

- 9.1 One winner will be randomly selected each week by means of a computer-generated random algorithm from all valid entries received that week to win a Samsung Galaxy A37 Smartphone.
- 9.2 Two winners will be randomly selected each day by means of a computer-generated random algorithm from all valid entries received that day to win the cash prizes.
- 9.3 The grand prize trip winners will be selected by means of a computer-generated random draw, in the presence of an independent auditor, on Tuesday 2 March 2027, from all valid entries received during the campaign period.
- 9.4 Cash prizes will be paid to winners via eWallet. Winners will be required to provide their full name and any other information reasonably required to facilitate payment. Once payment has been processed, the winner will receive an SMS with the information required to access the funds. The funds must be withdrawn within 14 days of payment, failing which any unclaimed funds will be returned to the Promoter.
- 9.5 The weekly smartphone and grand prize potential winners will be notified telephonically that they are potential winners and to provide and/or confirm their details and provide documentation for verification purposes. The Promoters reserve the right to carry out audits in respect of any potential winner of this Competition to verify his or her eligibility and/or the validity of his or her entry.
- 9.6 The grand prize winners will be announced by Friday 12th March 2027.
- 9.7 In order for the particular entries to be confirmed as valid, and the potential winner to be declared as the verified grand prize winner, they will be required to provide their full name, contact number and e-mail address, ID number, date of birth, physical address as well as proof of purchase/ till slip. The grand prize winners will also need to provide copies of their Passports.
- 9.8 If the Promoters (whether directly or through their agencies) are unable to contact or reach a potential winner on the mobile number that he/she used to enter this Competition within 48 hours from the date of first notification as set out in these Terms and Conditions, then the potential winner will forfeit their chance to win the Prize and will immediately disqualified from this Competition. An alternate potential winner from all remaining eligible entries will be drawn.
- 9.7 The weekly and grand Prize/s are not transferable or redeemable for cash or any other item.
- 9.8 The Promoters' decision is final, and no correspondence will be entered into.

Participants may enter the Competition subject to the following:

- a. No automated entries will be allowed, and all entries must be made by a natural person manually as per the entry mechanic described above.
- b. If any entry was made in a manner which in the Promoters' discretion provides the participant with an unfair advantage over other entrants, such a participant will be disqualified from this Competition.
- c. Participants are only eligible to stand a chance to win 1 (one) Prize.
- d. The Promoters shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever including but not limited to any network, computer or cell phone hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
- e. The Promoters shall not be responsible for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted.
- f. The Promoters reserve the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.

The Prize winners are obligated to comply with these Terms and Conditions and all reasonable requests of the Promoter/s and its agents.

All participants and the winners, as the case may be, indemnify the Promoters, the Promoters' advertising agencies, advisers, nominated agents, partners, suppliers and bottlers of beverages identified by the trademarks owned by or licensed to aQuellé, its affiliates and/or associated companies, against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this Competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoters and/or receipt and/or use of the Prize/s).

10. Publicity:

The Promoters may require the winner/s to be identified, photographed and published in printed media, or to appear on radio and television or on social media platforms or other platforms, when accepting their Prize/s or after having received their Prize/s. The winner/s will be given the opportunity to decline to the publication of their images and to participate in the Promoters' marketing material in so far as it relates to the Competition.

By entering into this Competition, each participant hereby consents and irrevocably grants to the Promoters, a world-wide, royalty free (free from any other fee or charge), perpetual and non-exclusive license, to reproduce, modify, adapt, use and publish any content posted and/or submitted by the participant on any social media platform in relation to the Competition or the Prize, for any purposes including the

promotion of the products and services of the Promoters or affiliates of the Promoters without notice or any compensation to the participants.

The participants further hereby irrevocably grants to Promoters and the Promoters' affiliates a royalty-free, irrevocable, perpetual, and absolute right and permission to use, produce, reproduce, modify, publish, and display (including to incorporate it into other works, in any form, media or technology now known or later developed) a participant's name, image, moving image, videos, voice and/or photograph in relation to the Competition or the Prize, including the participant's participation in any aspect of the Competition or the Prize, in any and all advertising, posts and materials in any manner or media whatsoever, on a worldwide basis, for advertising and promotional purposes in conjunction with this Competition or any other competitions run by the Promoters without notice or any compensation to the participants.

11. Data Privacy:

All personal information of the participants will be processed in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA") and shall be subject to aQuellé South Africa's Privacy Policy found at [https://aQuellé.co.za/wp-content/uploads/2023/02/Privacy Notice Website Ekhamanzi Springs-3.pdf](https://aQuellé.co.za/wp-content/uploads/2023/02/Privacy_Notice_Website_Ekhamanzi_Springs-3.pdf).

By entering into this Competition, participants acknowledge and understand that:

(a) it is mandatory for all participants to provide their personal information in order to participate in this Competition, failing which the participants will not be able to enter into the Competition;

(b) the participants' personal information shall be used for the purposes of processing their entry into this Competition and additional purposes as detailed in the Policy;

(c) aQuellé and its affiliates (including subsidiaries, bottlers and joint ventures) may contact the participants via email, SMS, social media platforms and through other platforms to deliver marketing communications regarding their products and promotional activities, subject to the participant's prior consent and in accordance with the provisions of POPIA;

(d) they hereby consent to aQuellé transferring the participants' personal information outside the Republic of South Africa. Any data transfers to countries that do not offer an adequate level of protection are subject to appropriate safeguards in accordance with the POPIA, to guarantee that participants' personal information is adequately protected, including standards.

The Promoters may require the winners to complete and submit an information disclosure agreement and indemnification to enable the Promoters to ensure compliance with these Terms and Conditions and the Consumer Protection Act 68 of 2008. Should any winner refuse or be unable to comply with this rule for any reason,

such a winner will be deemed to have rejected the Prize and it shall revert to the Promoter.

In the event of unforeseen circumstances or causes beyond the Promoter's/ reasonable control, the Promoter/s reserve/s the right to cancel this Competition, to change the number or nature of the prize at any time, or to change the Terms and Conditions at their discretion.

Should you have any queries regarding the Promotion, please call the aQuellé Customer Care Line on 032 492 0500 during the hours of 8am-5pm or email support@colonyhq.com. A copy of the Competition rules can be downloaded at <https://aquelle.co.za/aquelle-terms-and-conditions/>

APPENDIX A

TRAVEL PRIZE

Validity

This voucher is valid solely for redemption in the selected destination. It must be utilized within its validity period prior to the stated expiry date. Upon expiry, the voucher shall be deemed null and void and will not be honoured under any circumstances.

Booking Channel

All bookings must be made through the Promoter appointed travel agent.

Additional Charges

Any charges or changes exceeding the total value of the voucher shall be for the sole account of the voucher holder and must be paid in full prior to the issuance of travel confirmation and related documentation. Failure to settle such amounts will result in forfeiture of the booking and any associated rights under the voucher.

Non-Refundable / non-cash

The voucher is non-refundable and may not be redeemed for cash.

Cancellations

If the booking is cancelled by the guest, the cancellation policies of the respective suppliers shall apply in full, and the guest shall be liable for all fees, charges, or penalties incurred as a result of such cancellation.

Passport Costs and Validity

Valid Passports are required for all passengers for international travel. Passports and travel documents must comply with the stipulated requirements below: Valid for at least 6 (six) months after your date of return.

Must have a minimum 2 (two) blank pages.

Please note that Travel documents will be issued as per travellers' passport information. The application or renewal of passports shall be for the voucher holder's own account.

Availability

All bookings are subject to availability. This voucher does not guarantee availability.

Extension of Stay

Should the voucher holder wish to extend their stay, they shall be solely responsible for all additional costs. The voucher holder may remain at the same hotel/resort, transfer to a different property, or extend travel to another part of the destination or to other countries, at their own expense. The appointed travel agent makes no representations or guarantees regarding the availability, rates, or terms of any such extensions and shall have no liability in this regard.

Room Category Changes

Should the voucher holder wish to downgrade or upgrade the selected hotel room category or change to a family room to accommodate children, such changes may only be permitted subject to the hotel's availability and applicable children's policy. The voucher holder shall be solely responsible for any additional costs incurred, which must be paid in full prior to confirmation. The appointed travel agent makes no representations or guarantees regarding availability of alternative room categories and shall have no liability.

Hotel Substitution

Should the voucher holder wish to change the designated hotel to a hotel of their choice, such change shall be subject to the availability of the newly selected hotel. Any increase in price resulting from the change shall be for the sole account of the voucher holder and must be paid in full prior to confirmation. In the event of a price decrease from the originally designated hotel to the newly selected hotel, the voucher holder may apply the difference towards extending the duration of stay up to the voucher value. Any price difference resulting from a decrease shall not be convertible to cash or credit.

Personal Expenses

All personal expenses, including but not limited to additional meals and beverages not included in the voucher, laundry services, spa treatments, optional activities, gratuities, souvenirs, international phone calls, roaming charges, and similar items, shall be for the sole account of the voucher holder. The voucher provider shall have no responsibility or liability for such costs, which must be settled directly and in full by the voucher holder.

Liability Clause

The appointed travel agent act solely as an intermediary between the traveller and the service providers (e.g., airlines, transport, hotels, tour operators). While we will make reasonable efforts to ensure the quality and accuracy of services booked, we cannot be held liable for any direct or indirect loss, injury, death, or damage incurred during the course of travel. The traveller acknowledges and accepts that all travel arrangements are subject to the terms and conditions of the relevant service providers, and we will not be held responsible for any cancellations, delays, accidents, or any other events outside our control.

Insurance and Medical Cover

A basic medical insurance is included for international destinations offered through the appointed travel agent. However, please note that medical insurance coverage is not provided for any domestic destinations. It is strongly recommended that travellers obtain their own comprehensive medical insurance for their domestic travel or contact their medical aid to ensure proper coverage for any unforeseen circumstances.

This Competition is governed by the laws of the Republic of South Africa and is subject to the exclusive jurisdiction of the South African courts.