

JIVE SUMMER CAMPAIGN “MY JIVE MY HOOD” PROMOTIONAL COMPETITION T’s & C’S

1. This promotional competition (“Competition”) is run by Incentiv, a division of MMS Communications S.A. (Pty) Ltd (responsible for the competition WhatsApp and rewards for Phase 1 and 2), and Duke Advertising and (Pty) Ltd (responsible for mayor selection for Phase 2). Paddington Station PR (Pty) Ltd will oversee the execution (Phase 3) on behalf of The Beverage Company Proprietary Limited and JIVE (“ the Promoters”).
2. The Competition commences on 01 October 2024 [00:01] and ends on 31 March 2025 [23:59]. (“Competition Period”). Late and or incomplete entries will not be accepted. Under no circumstances shall the Promoters, its associated companies (directors, officers, and employees), affiliates and agents take responsibility or incur any liability for entries that are lost, delayed, destroyed or damaged in transmission. The entries reflected on the Promoter’s records will be treated as the only validation source and will be the only evidence of successful entries.
3. This JIVE “ MY JIVE MY HOOD” competition is open to all citizens and legal permanent residents of the Republic of South Africa of 18 years and older (“Participants”), (who are in possession of a valid South African identity document), specifically residing in the **Western Cape province only**, and excluding the shareholders, directors, employees, partners, agents, and consultants of the Promoters, or any other person who directly OR indirectly controls, or is controlled by, the Promoters, OR a supplier of goods or services in connection with this competition, their advertising agencies, and their respective employees, life partners, business partners, and immediate families, (“Disqualified Persons”).
4. The competition is structured into three distinct phases, each comprising multiple rounds. Details of each phase and round will be communicated to participants as the competition progresses.
5. The Competition entails various prizes being awarded, which prizes include a runner-up prize and a grand prize, both of which will be awarded in favour of and to support a community project. The community projects that will receive funding will be pre-selected by the Promoters. The winning community project will be determined based on the votes for the six (6) finalists, along with their corresponding pre-selected community projects, during Phase 2. The grand prize and runner-up prizes will be directed either to suppliers responsible for executing the pre-selected community projects or into the audited bank account of registered, formalised, or recognised community organisations.
6. **Disclaimer: In the event that one or more suburb names encounter a legal challenge or threat of legal challenge during the competition, and the Promoters need to cease using such names, the Promoters will select the next available suburb name from the list of entrants from Phase One, based on the selection criteria established by the organisers / Promoters. This replacement name will then substitute the contested name for all intents and purposes. Participants waive any claim whatsoever against the Promoters for liability for loss or damages suffered due to such substitutions and agree to hold the Promoters harmless against any loss or damage resulting from this change.**
7. By entering the Competition, all entrants (“Participants”) agree to be bound by these Competition rules, terms and conditions (“T’s & C’s”).
8. **To enter the My JiVE, My Hood competition, Participants will need to follow the steps below:**
 - a) Participants must purchase any JiVE product with a yellow competition closure (available to purchase for the duration of the Competition Period from retail outlets which sell the JiVE brand in the Western Cape);

Phase of Competition	Competition Entry Mechanism
Phase 1- commences on 7 th October 2024 at 00:01 and ends at 23:59 on 20 th December 2024	Purchase any JiVE product, scan the QR code on the label which will be routed to a WhatsApp chat. You will then be asked to respond to the following: <ul style="list-style-type: none">- Accept the T’s&C’s

	<ul style="list-style-type: none"> - Enter the VALID (unused) Unique code found under the yellow competition closure Name and Surname - Date of birth - Last 4/5/6 digits of the product barcode - What do you call your <i>Hood</i>? - If you were the mayor of our neighbourhood, which community project from the pre-selected list would you support (limited to 250 character text OR 15-20 second voicenote) - 6 Winning Mayors (and their pre-selected community project in each case) to be announced.
Phase 2 - Commences on 13 January 2025 at 00:01 and will end at 23:59 on 31 st March 2025	<p>Purchase any JiVE product, scan the QR code on the label which will be routed to a WhatsApp chat. You will then be asked to respond to the following:</p> <ul style="list-style-type: none"> - Accept the T's &C's - Enter the VALID (unused) Unique code found under the yellow competition closure - Name and Surname - Date of birth - Last 4/5/6 digits of the product barcode - From the drop-down list of 6 pre-selections, vote for the <i>Hood (& its mayors' community project)</i> that you would like to win a donation of R100,000.00 in sponsorship – select the corresponding number (1-6) - Winning Mayor (and corresponding pre-selected community project) to be announced
Phase 3 - 3 rd April 2025 to 31 st May 2025	<ul style="list-style-type: none"> - Winner and Winning Community Project to be announced - Project execution via 3rd party service providers managed by JiVE's appointed agency (Paddington Station PR (Pty)Ltd) - Official ceremonial launch <ul style="list-style-type: none"> o 5 Runner ups announced and awarded the runner-up prize of R10 000.00 each towards the selected Community Project

9. With each entry, Participants stand a chance to win:

9.1 Phase 1 and Phase 2

- 9.1.1 R2,000,000.00 worth of instant prizes which shall comprise of Shoprite/Checkers/Pep/Uber and Uber Eats or Airtime vouchers valued at R25.00 or R50.00. Each valid entry stands a chance to win 1 voucher valued at R25.00 or R50.00
- 9.1.2 6 x Monthly Prizes – Automatic Entry each month into a monthly draw where participants will stand a chance to win 1 x R2,000.00 TAKEALOT VOUCHER
- 9.1.3 There will be a total of 65,006 winners

9.2 Phase 3

- 9.2.1 1 x R100 000.00 as the Grand Prize in favour of a selected Community Project - managed by JiVE's appointed PR agency (Paddington Station PR (Pty) Ltd)
- 9.2.2 5 x R10 000.00 to the Runner Ups as a donation towards the selected Community Project - managed by JiVE's appointed PR agency (Paddington Station PR (Pty) Ltd)
- 9.2.3 6 X Takealot Vouchers valid at R5000.00 for all the 6 finalists distributed via a redemption platform
- 9.2.4 There will be a total of 1 Grand Prize Winner and 5 Runner Ups

10. Winner Selection

- 10.1 Phase 1 and 2 Instant Prizes and Monthly Grand Prizes – Winners of all prizes will be the first correct entries selected by a random draw audited by an independent third party.
- 10.2 Phase 1 Mayor Selection - The top 6 Participants will be selected based on the response by the Participant, the social impact practicality and is subject to the sole discretion of the Promoters.

10.3 Phase 2 - The final winner will be chosen from the top 6 based on public votes for their selected suburb and can be followed and tracked on www.jive.co.za.

10.4 Phase 3 – the winning community project will be executed together with a reveal ceremony

11. Each winner will be notified as follows for each Phase:

11.1 Phase 1 and 2 - Instant Prize

- a. Instant Prizes – All Participants will be notified of the status of their entry for the instant spot prizes via the dedicated WhatsApp line.
- b. Winners of the instant spot prizes will be notified via the dedicated WhatsApp line and directed to a prize redemption website (“Website”); where the Winner is to enter their unique pin code received within their winning WhatsApp message.
- c. The redemption website is the only place where qualifying Participants can redeem their prize. Winning Participants will be able to redeem the prize within 30 (thirty) calendar days, failing which the Winner will forfeit the prize.
- d. Winning Participants are only able to redeem one of above-allocated instant prizes.
- e. Once the winning Participant has redeemed their reward, the winning Participant is required to SMS the reward voucher details to their mobile number to utilise with the relevant supplier.
- f. Participants are required to claim their reward on the number that they entered the promotion with. In the event that a Participant tries to claim with an alternative number the Promoters have the right to reject that claim.

11.2 . Phase 1 and 2 – Monthly Prize

- a. Winners will be contacted telephonically , on the mobile number they used to enter the Competition. Should the winner not respond within 48hrs, the winner will forfeit their winnings and another winner may be selected at the Promoters’ discretion, in accordance with the Competition’s rules as detailed herein.

11.3.Phase 2 and 3 – Grand Prize

- a. The finalist who have been voted for Phase 2 and Winner for Phase 3 will be contacted telephonically on the mobile numbers used to enter the competition.

12. Shoprite/ Checkers Voucher Terms:

- a. The Shoprite/ Checkers Voucher entitles the Participant to a voucher to the value of either R25 (Twenty-Five Rand) or R50 (Fifty Rand) and are subject to the following conditions:
- b. The voucher is valid for a period of 3 (Three) years from issue.
- c. The voucher cannot be exchanged for cash or credit.
- d. The voucher cannot be replaced if lost or stolen.
- e. The voucher will not expire until the full value is redeemed or dates after three years after the date of issue, whichever occurs first.
- f. Multiple vouchers can be used in a transaction at the point of sale.
- g. The voucher or multiple vouchers may be transferred to an existing or new Shoprite Checkers Gift Card either at the point of sale or at the Money Market kiosk.
- h. Participants cannot draw cash from their card, and it will be closed on the expiry date, and the value remaining in the card will not be refunded to the Participant. We may choose to revoke the Participant’s card at any time.
- i. The bearer of the gift card will be deemed to be the bona fide owner of such card.
- j. The voucher can be used at any Shoprite, Checkers or USave nationwide.
- k. The Participant Protection Act legislates a validity period of three years for gift cards and vouchers. Only the person whose signature is on the card can use it. The Participant signs their card in ink as soon as you receive it. The Participant’s card must be cut in half once the funds have been spent or after the expiry date. Participants will not be sent any correspondence or statements. Shoprite Checkers will always be the owners of the card. Shoprite Checkers reserve the right to limit the number of cards you may purchase.
- l. Participants will not be able to use the card and voucher to purchase goods or services over the telephone or Internet.

- m. When the Participant uses their voucher, they must sign a transaction slip. When the Participants uses their card and voucher, Shoprite Checkers will process the transaction against their available card balance.
- n. No warranties, purchase protection, insurance, or other promises or services are provided. Once the Participant has paid, they cannot stop payment of the transaction. Participants are responsible for keeping track of the transactions on their card. The card will not have a PIN.

13. Airtime Voucher Terms:

- a. The Airtime Reward entitles the Participant to an airtime voucher for their specific network to the value of either R25 (Twenty-Five Rand) or R50 (Fifty Rand) and is subject to the following conditions:
- b. Once redeemed, the airtime voucher will be automatically loaded to the mobile number registered when entering the competition.
- c. The entrants account will be automatically updated with the airtime value for the network the number is registered with.
- d. Please allow up to 24 hours. for the airtime to reflect.
- e. Contracts and any other networks (other than the network the number is registered with) are excluded.
- f. The airtime voucher can be used on any prepaid mobile number.

14. Uber/ Uber Eats Reward Terms:

- a. The Uber®/Uber Eats Reward entitles the Participant to a voucher to the value of R25 (Twenty-Five Rand) and is subject to the following conditions:
- b. The Uber®/Uber Eats voucher is valid for 3 (three) months from the date of issue.
- c. The Uber®/Uber Eats voucher code may only be redeemed via the Uber® or Uber Eats app.
- d. The Uber®/Uber Eats voucher code cannot be redeemed for cash, refunded, or returned, except as required by law.
- e. Value from this voucher code cannot be used: with Family profiles; to purchase other voucher codes or gift cards, outside South Africa, or in cities where Uber® or Uber Eats is not available.
- f. No cash balance will be given as change.
- g. Misuse of the Uber®/Uber Eats voucher code may constitute fraud.
- h. The voucher value will remain until the balance is either depleted or the expiry date is reached, whichever occurs first.
- i. The Uber®/Uber Eats voucher cannot be replaced if lost or stolen.
- j. In certain cases, we may limit or decline to honour the voucher code value if you are unable to present satisfactory proof of your identity upon our request.
- k. Should the Uber®/Uber Eats order be more than the value of the individual Uber/Uber Eats voucher, the entrant will be required to pay in the difference of the cost.
- l. The entrant may be required to add a secondary payment method to use the voucher code value with Uber®/Uber Eats apps.
- m. The entrant will be required to download the Uber®/Uber Eats app to use their vouchers.
- n. The Organizer is not responsible for lost or stolen voucher codes, or unauthorized use.
- o. All Uber®/Uber Eats orders need to be booked via the Uber®/Uber Eats app.
- p. Uber®/Uber Eats vouchers are subject to Uber's regular Terms and Conditions, which are subject to change, unless otherwise specified in this section.
- q. Any assistance on your Uber®/Uber order can be requested via the in-app support system.

15. PEP Vouchers Terms:

- a. The Pep Reward entitles the Participant to voucher to the value of R50 (Fifty Rand) and is subject to the following conditions:
- b. The electronic voucher is only redeemable for merchandise at Pep Stores and may not be redeemed for cash.
- c. Multiple electronic vouchers can be redeemed in-store.
- d. Present the 13(thirteen) digit voucher pin to the cashier at the time of purchase and indicate the value to be applied.
- e. The cashier will convert the 13 (thirteen) digit voucher pin into a physical gift voucher.
- f. Acceptance of the electronic voucher is at the discretion of Pep Stores and must have been successfully authorised.
- g. The card and the remaining balance expires after 36 (thirty-six) months of purchase.

- h. If only part of the electronic voucher is used, the Participant will receive the change in another electronic voucher. All the same logic, like expiry date, will still apply to the change electronic voucher. Only when the change is less than R10 (Ten Rand), will the customer receive cash in change.
- i. Pep stores is not responsible for replacing the value of the card if it is lost, stolen, destroyed or used without consent.

16. Takealot.com Digital Voucher Terms:

- a. The Takealot.com digital voucher is governed by the following terms and conditions:
 - b. The voucher is valid for 3 (three) years from date of issue.
 - c. As a rule, and unless specified otherwise on the specific Takealot.com voucher itself:
 - d. Each Takealot.com voucher can only be applied to the account once.
 - e. Only one Takealot.com voucher can be used per order.
 - f. Only one Takealot.com voucher used on the website per person per promotion/campaign.
 - g. A Takealot.com voucher can be used at check-out – it cannot be used later existing orders and/or applied to your account.
 - h. The value of the Takealot.com voucher will be set off against the value of the customers shopping basket and the balance remaining, if any, will be payable by the customer.
 - i. Takealot.com vouchers cannot be used to buy a gift Takealot.com voucher or exchanged for any other voucher's and cannot be exchanged or refunded for cash or credit or transferred. Takealot.com is not responsible for any harm due to the loss, unauthorized use or distribution of a Takealot.com voucher.
 - j. If for any reason a Takealot.com voucher does not reflect in the final amount due from the customer at check-out, please get in touch with the support team via the help page on the Takealot.com website, to confirm if the Takealot.com voucher is still valid. If Takealot.com confirms that the Takealot.com voucher is still valid and the customer has already placed an order, the customer can choose whether to cancel the order and place it again with the Takealot.com voucher, or the customer can use the Takealot.com voucher on your next order within the limitations of the specific Takealot.com cs terms and conditions.
 - k. The customer may be required to submit the original communication containing the Takealot.com voucher code, and any other information reasonably requested by Takealot.com, before the customer is able to use the Takealot.com voucher.
17. All prizes are strictly non- negotiable, non- transferable or exchangeable and may not be redeemed for cash.
18. The Promoters reserve the right to substitute the prize with any other prize of comparable commercial value at any time and for any reason in their sole discretion. The prizes may be subject to additional terms and conditions not mentioned hereunder, but in accordance with relevant South African legislation.
19. Prizes will be dispatched to the verified Winners within 6 (six) weeks of notification as per the Consumer Protection Act, where applicable.
20. The names of the Winners will be announced on Jive social media platforms, where applicable **and Participants will be able to live track the competition for the Community project winners on www.jive.co.za**. By entry into this Competition, Participants grant the Promoters consent to publish their names, surnames, selected suburbs (*Hood*) and the selected community project on their relevant platforms.
21. All Winners will be required by the Promoters, to participate in an audit verification process and provide a copy of their Identity Document and proof of bank details, where applicable. Once the required audit verification has been completed, confirmed, and verified, the Winner will be declared as an official Prize winner.
22. Promoters will not be responsible for any expenses whatsoever which the Winners may incur because of the award of the Prizes, whether foreseen or not.

23. Winners acknowledge that by acceptance of any prize hereto they indemnify and hold harmless the Promoters of any possible risks, dangers and hazards associated with all related Activities of the trip/s, including the possible risk of severe or fatal injury to others or themselves and will pursue any legal and valid claims directly with the manufacture or sponsor of any prizes.
24. By entry into this Competition, Participants grant the Promoters express consent to publish their names and surnames on their relevant social media platforms including but not limited to the Promoters Twitter page.
25. The Promoter may make media announcements/publications of the Winner's name and surname, including photographs or images of the Winner. Winners may be invited to take part in publicity but will be afforded the opportunity to decline such invitation. Winners will not be entitled to any payment or remuneration for any such publicity or use of their names and surnames or images/photographs. All publicity materials shall remain the sole property of the Promoters.
26. Participants can monitor the progress of the Competition on the JiVE social media page and live tracker link that will be shared for Phase 2.
27. The Promoters reserve the right to terminate, temporarily suspend or amend this competition in the event of any unforeseen circumstances outside their reasonable control or other technical and/or other difficulties that might compromise its integrity, with no claim or liability lying against the Promoters.
28. Any participant who transgresses any of these terms and conditions or disparages the promotion or promotional brand/s in any way or who acts in any way contrary to the spirit of this Competition may be banned from entry into this, or into any other of the Promoter's promotional competitions. The Promoters reserve the right (subject to applicable law) to disqualify or ban any individual who tampers with or attempts to subvert or interfere with the Competition or entry process or prize retrieval process.
29. Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Rules by a Participant and/or their parents/guardians, determined in the Promoters' sole discretion, may result in disqualification from the Competition and ineligibility to win any Prize.
30. In the event of a dispute, the Participants agree that the decision of the Promoters will be final and binding in respect of the dispute and that no further correspondence in respect of the dispute will be entered into. In this regard and for further clarity, the Promoters shall be entitled to deal with such disputes (or any failure by Participants to follow the rules) in their sole discretion, including that the Promoters shall be entitled to immediately disqualify Participants from this Competition.
31. The Participants agree that the decisions of the Promoters are final and may not be challenged. No correspondence in regard thereto will be entertained.
32. Under no circumstances shall the Promoters, its associated companies (directors, officers, and employees), affiliates and agents, be liable to anyone who enters this promotion for any direct or indirect or consequential loss, howsoever arising which may be suffered as a result of the recklessness or negligence of the entrant or where such loss is not due to the recklessness or negligence of the Promoters or where such loss or harm could not reasonably have been foreseen.
33. Should any claims arise from defects related to the prizes, winners must pursue such claims directly with the manufacturer thereof. For avoidance of doubt, the Promoters are not liable for any defect in the Prizes. All ancillary costs, including but not limited to transport, meals, personal and incidental expenses, insurance, government taxes or other fees applicable, are the responsibility of the Winners, and/or Participants.
34. Participants in this competition hereby indemnify, release, and hold harmless the Promoters and their successors, employees, officers, suppliers, contractors, agents, consultants, directors, and shareholders from and against any losses, claims, proceedings, actions, damages, liability for harm, injury, or death, demands, expenses or any costs howsoever arising out of their participation in this competition or their use of the prizes, and/or any person with whom they share that prize.

35. In cases where prize of money (cash) is paid into the incorrect bank account or such monies or part thereof are stolen, the Promoters will not replace or reimburse the remaining balance of the cash. The Promoters will not be responsible for any balance of cash lost as a result of theft or fraud. The Promoters will not be responsible for any unauthorised use of cash where the card number, PIN, bank account details, or any authorising credentials have become known to another party.
36. The Promoters reserves the right to cancel or amend or alter the Competition and its rules or prizes (not already awarded, to any other substitute prize of comparable commercial value) at their own discretion at any time if deemed necessary in their opinion and/or if circumstances arise outside of their control, without prior notice and no Participant shall have recourse for such cancellation or alteration. Any changes will be posted either within the competition information or these terms and conditions shall become effective immediately after being altered or on such date as may be determined by the Promoters. No participant shall have any recourse whatsoever against the Promoters as a result of the alterations of the rules or prizes.
37. All Participants and Winners to the maximum extent permitted by law, indemnify the Promoters, its associated companies (directors, officers, and employees), affiliates and agents, against any/all claims for any loss or damages, whether direct, indirect, consequential, or otherwise, harm, injury of any nature whatsoever arising from any cause whatsoever from their participation in any way whatsoever in this Competition.
38. The laws of South Africa govern these terms and conditions and participants agree to be subject to the exclusive jurisdiction of the South African High Court.
39. By entry into this Competition, Participants grant the Promoters express consent to process their personal information as required in respect of this competition including to publish their names and surnames on their relevant social media platforms.
40. All entrants and participants are advised that in compliance with the laws of the country, the Promoters are required to retain certain information (where applicable) of participants, entrants, and winners for a period of time ("Personal Information"). Such Personal Information to be retained by the Promoters includes (but is not limited to) the full names, identity numbers, addresses, contact details and Winner's acknowledgment of prize receipts. Accordingly, the Promoters will require the Winners to provide written confirmation of permission to enable the Promoters to ensure compliance with these rules, as well as with the Protection of Personal Information Act 2013 (Act No 4 of 2013); ("POPI") and South African Consumer Protection Act 68 of 2008 ("Consumer Act"). Should any entrant, Participant and/or Winner refuse or be unable to comply with this rule for any reason, such entrant, Participant and/or Winner will be deemed to have rejected the Prize(s) and it shall revert back to the Promoters.
41. In terms of the provisions of POPI, any personal data relating to the Winner, or any other Participants will be used solely in accordance with the Act (defined above) and POPI for the envisaged purpose and will not be disclosed to a third party without the Participant's prior consent.
42. The Participants consent, by taking part in the Promotional Competition to the Promoters using the personal information collected through the Promotional Competition to adjudicate the Promotional Competition and for future marketing purposes by the Promoters. This Promotional Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. The Participant by, partaking in the Promotional Competition consents to his/her personal information to be shared with the Promoters employees, contractors or agents for the purpose of this Promotional Competition and for the purpose of sharing future promotional competitions.
43. In the case of queries regarding this Competition, Participants can contact the Promoters directly by emailing jiveinfo@thebevco.co.za.
44. A copy of these Competition rules may be viewed from www.jive.co.za.
45. The above applies to competitions run through Promoters social media platforms.
 - a. Individuals are only eligible to win if they have followed the applicable entry mechanic as stated by the brand.

- b. Winners will be contacted directly via their Social Media account or relevant telephone number to get their contact and delivery information, where applicable.