

# RFP Distributors (Pty) Ltd

## Competition Rules, Terms and Conditions - 2023

1. All customers ("Customers") entering the RFP Distributors (Pty) Ltd "STAND A CHANCE TO WIN" lucky draw ("Lucky Draw") agree that the rules as set out in these terms and conditions ("Terms and Conditions") are binding on them.
2. The Lucky Draw will run from 00:01 1 September 2023 until 15h00 (3pm) 22 December 2023 ("Period"), after which date the Lucky Draw will automatically lapse and no further entries will be accepted. The period will include the first and last day stated.
3. Deals stated on the "Broadsheet" will be valid for the said period, except where stated otherwise. These deals are subject to change / end / new deals added at any time during the abovementioned dates without prior notice. Pricing / discount percentages or values stated on Broadsheet can change at any time without prior notice. No claims with regards to this will be entertained.
4. Deals listed will not be applicable in conjunction with any other deal running, or whilst on deal with promotions and deals running with Head Offices, Forecourts or otherwise. Any pre-loaded pricing will be charged and cannot be forfeited in place of Broadsheet deals. No claims on pricing in this regard will be entertained.
5. The "Promoter" is RFP Distributors (Pty) Ltd ("RFP Distributors").
6. To enter the Lucky Draw, Customers must successfully qualify on all conditions set out in this document.
7. The Promoter panel shall work as follows:
  - i. Prospective Customers will be evaluated on their sales for the period as explained in paragraph 10 of this document.
  - ii. A list of qualifying customers and sales will be signed off by an independent and impartial person.
  - iii. The entries will then be cut up and placed in a secured box for the Lucky draw. The box will be sealed by the independent and impartial person.
  - iv. On the day of the lucky draw, the independent and impartial person will do the draw as per the following:
    - 1) **The first draw will be for the 1st prize.**  
*Suzuki Baleno GLX Automatic Valued at R312 000.*
    - 2) **The second draw will be for the 2nd prize.**  
*Club Med Voucher valued at R100 000.*
    - 3) **The third draw will be for the 3rd prize.**  
*Bush Breaks Voucher valued at R50 000.*
    - 4) **The fourth draw will be for the 4th prize.**  
*1 of 5 Red-E 512 Power Stations Valued at R10 000 Each.*
8. There will be 8 Lucky Draws that will take place during the week of **15 to 19 January 2024**, provided that all rules indicated in these Terms and Conditions stipulated in this document are completed in full.

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9. Winners will be contacted via email or telephone using the contact details reflecting on our database.
- The Promoter reserves the right to disqualify a winner if he/she does not respond to the email or telephone call within a period of one week (7 days) of winner selection.
  - Should the initial winner not respond within the 7 day required period, the Promoter will transfer the lesser prize winner prize to the successor.
  - Example, should the first prize winner not respond then the second prize winner will be elevated to first prize, and third will move into second place and so on.
10. Participants stand a chance to win **Lucky Draw Prizes** (the "Prize") subject to the following conditions: To enter the lucky draw, a customer must purchase R100 000.00 excl VAT (One Hundred Thousand Rand) or more in the period to qualify.
- a) Purchases will include all products sold by RFP Distributors (Pty) Ltd.
  - b) The qualifying spend will only include products invoiced, and any out of stocks, discounts, promotions, free stock given, or credit notes will be removed from this value and will not be considered as a "sale".
  - c) Stock returned and credited will disqualify the qualifying ticket should said credit result in the value of such invoice dropping below the R100 000.00 excl VAT (One Hundred Thousand Rand) minimum buy in required.
  - d) Customers need to spend a minimum of R100 000.00 excl VAT (One Hundred Thousand Rand) over the period to qualify and take part in the Lucky Draw.
  - e) Customer who spends a total of R100 000.00 excl VAT (One Hundred Thousand Rand) to R149 999.99 Excl Vat (One Hundred and Forty-Nine Thousand Nine Hundred and Ninety-Nine Rand and Ninety-Nine Cents) will qualify to go into the draw to stand a chance to win the **4<sup>th</sup> Prize** in the draw (1 of 5 Red-E 512 Power Stations). This draw will be done 5 times, and each name pulled will qualify for one of the five prizes available in this category.
  - f) Customer who spends a total of R150 000.00 Excl Vat (One Hundred and Fifty Thousand Rand) to R249 999.99 (Two Hundred and Forty-Nine Thousand Nine Hundred and Ninety-Nine Rand and Ninety-Nine Cents) will qualify to go into the draw to stand a chance to win the **3<sup>rd</sup> Prize** in the draw (R50 000 Bush Breaks Holiday Voucher).
  - g) Customer who spends a total of R250 000 Excl Vat (Two Hundred and Fifty Thousand Rand) to R399 999.00 (Three Hundred and Ninety-Nine Thousand Nine Hundred and Ninety-Nine Rands and Ninety-Nine Cents) will qualify to go into the draw to stand a chance to win the **2<sup>nd</sup> Prize** in the draw (R100 000 Club Med Holiday Voucher).
  - h) Customer who spends a total of 400 000 Excl Vat (Four Hundred Thousand Rand) or more will qualify to go into the draw to stand a chance to win the **1<sup>st</sup> Prize** in the draw (Suzuki Baleno GLX Automatic White).
  - i) Should a winner be chosen, any monies that are due and payable must be settled before the prize will be handed over. Should the winner fail to clear any outstanding monies within 7 days of being notified, the winner forfeits the prize, and a runner up will be elected to win. In the case where the runner up cannot settle any and all outstanding debts within 7 days of being contacted, the same rule will be applied to the runner up and so on. The runner up will be elected as in paragraph 9.

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*Any failure, non-compliance, or shortcoming on the part of the winner, in relation to meeting these Terms and Conditions, may result in the cancellation of the Prize and a new draw taking place.*

*The winner must be willing to sign all indemnities and meet all requirements to redeem the Prize.*

*Once the prize has been handed over, RFP Distributors (Pty) Ltd is released from any ownership, liability, guarantee or warranty on said prize and full responsibility and ownership is transferred over to said winner. Any fault, malfunction, error or otherwise will not be for the account of, or the responsibility of The Promoter. Any prize not redeemed, collected, or delivered for any reason whatsoever within seven (7) days will be forfeited by the winner, and a runner up winner will be chosen.*

10. The Prize is non-transferable, cannot be resold or used in conjunction with any other promotional competition or redeemed in whole or part for cash.
  - a) The Promoter cannot be held responsible for any cost, accident, injury, and loss of property or otherwise as a result of winning, accepting and or utilizing the prizes won. Any misuse, misconduct, or reckless use of prizes, will not be for the account of the Promoter, or the responsibility of the Promoter. Once the prize has been handed over, the Promoter is released of any and all liability of any nature whatsoever.
  - b) The Promoter will not be liable for any costs incurred by the winner in claiming their prize, and this is done at the risk of the winner.
  - c) All Customers who take part in this Lucky Draw participate entirely at their own risk.
  - d) The Participants agree that by taking part in this Promotion, they give full consent to these risks and hereby indemnifies and holds harmless RFP Distributors (Pty) Ltd, their Directors, Employees and Suppliers of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Lucky Draw and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any of the indemnified parties.
  - e) All participants indemnify the Promoters against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this Promotional Competition, including, as a result of any act or error, whether as a result of negligence, misrepresentation, transgression or otherwise on the part of the Promoters and/or use of the Prize.
  
11. The Promoter reserves the right to substitute the Prize with another of greater or equal value.
  
12. Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit, or avoid any rights or obligations, as the case may be, created for either the Panellist or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
  
13. The Customer acknowledges that by purchasing from RFP Distributors (Pty) Ltd during the Promotional Period, all qualifying invoices will automatically be added into the draw, and in such these will be entries. By entering the Promotional Competition, he/she has been given an appropriate opportunity to first read these Terms and Conditions before entering and that he/she understands and accepts these Terms and Conditions. Customers agree that they will automatically be entered into this Competition as soon as they have reached the qualifying spend stated in these terms and conditions.
  
14. The Promoter reserves the right to, at their sole discretion, amend, change, or modify these Terms and Conditions as well as terminate the Lucky Draw at any time.
  - a) In the event of such termination, all Customers agree to waive any rights that they may have in terms of the Lucky Draw and acknowledge that they will have no recourse against the Promoter, its advertising agencies, advisors, suppliers and nominated agents.
  - b) Any and all changes made will be deemed to have taken effect from the date of publication of the revised terms and conditions, and these changes will be made available.
  - c) The Promoters' decision shall be final, and binding and no correspondence shall be entered.

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15. By entering the Promotional Competition in accordance with its terms, Participants acknowledge that the Lucky Draw will be managed in accordance with the provisions of the CPA. Winners undertake to expeditiously do all things necessary to enable the Promoter to comply with their obligations under the CPA including, but not limited to;

- a) Providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number) and;
- b) Signing receipt of the prize upon its delivery.
- c) In accordance with the POPI Act, all Participants agree that RFP Distributors have authority to pull sales, and use the personal information to ascertain which Participants qualify, and is allowed to contact the Participants using information collected and captured into RFP Distributors (Pty) Ltd database in the opening of the Participants Account/s.
- d) The Promoter reserve the right to circulate the Customers' personal information for purposes of this Lucky Draw and the Panellist, by electing to participate in this Lucky Draw hereby irrevocably and unconditionally consents to the distribution of its personal information for the purposes contemplated herein.
- e) By entering the Promotional Competition, all participants and winners agree to be bound by these rules which will be interpreted by the Promoters, whose decision regarding any dispute will be final and binding.
- f) The Promoters reserve the right to postpone, suspend or cancel this Promotional Competition and any prize, or any aspect thereof, without notice at any time, for any reason which the Promoters reasonably deem necessary.

16. Winners may be requested to take part in the Promoter' publicity campaigns or to allow their names to be used by the Promoter for promotional purposes. Winners are, however, entitled to decline such request.

17. The Promoter shall conduct the Lucky Draw and the Promoter' decision on any matter related thereto, including the selection of winners is final and no correspondence will be accommodated in respect thereof.

18. Terms and condition will be available on the following link ([www.rfpdistributors.com](http://www.rfpdistributors.com)). Any queries in this regard can be found at the above link or by emailing [roxanne@rfpd.co.za](mailto:roxanne@rfpd.co.za) during office hours (Monday to Friday 07h30 – 16h30), throughout the period of the Lucky Draw.

19. The promotional competition is not open to any Director, Member, Partner, and Employee (including their spouses, life partners, business partners or immediate family members), agent, Supplier or consultant of the Promoter, the marketing service providers or any person/s who directly or indirectly controls or is controlled by these entities. All participants and the winners, as the case may be, indemnify the Promoters, their Suppliers and Employees.

20. Entries which are found to be fraudulent in any manner, duplicated, unclear or contain errors will be disqualified. The Promoter reserves the right to correct any errors made during the Winner selection process.

21. Prizes will be handed over to the owner/s of The Company which have been chosen as the Winner, and will not be handed over to, or be for the staff of The Company. The Owner will have taken full ownership, and full responsibility of Prize/s won. Once ownership has been taken, RFP Distributors (Pty) Ltd has no further responsibility in said prize.

22. Winners will only be entitled to 1 (One) Prize, and in the event that the same Winner is chosen multiple times (more than once), the Prizes following the initial Prize will be redrawn and be awarded to an alternative Winner. In such an instance, the Winner agrees that the Prize cannot be swapped or exchanged. The Draw will be done from 1<sup>st</sup> prize to 4<sup>th</sup> prize.