<u>DanUp AFCON Promotion 2025</u> <u>Stand A Chance to Win your Share of R1 million</u> DANONE SOUTHERN AFRICA TERMS & CONDITIONS

1. Introduction

- 1.1. Participation in this Competition is governed by these terms and conditions (the "Rules").
- 1.2. Participants are encouraged to review the Rules before entering the Competition and acknowledge that they have been given an appropriate opportunity to do so and that they understand and accept the Rules.
- 1.3. This competition is operated by Danone Southern Africa (Proprietary)_Limited Registration Number: 1996/000869/07 in conjunction with **Expanding Branding (Pty) Ltd** ("EB") and **VaultBook (Pty) Ltd** ("VB") (cumulatively referred to as the "Promoters").
- 1.4. Participation in the Competition constitutes acceptance of these Rules, and Participants agree to abide by these Rules.
- 1.5. By participating in this Competition Participants consent to the sharing of your personal data with the Promoters and Affiliates of Danone Southern Africa (Pty) Ltd only for purposes of this Competition.

By participating in this Competition, Participants agree to the rules set out below.

- 2. This Competition is limited to legal residents and/or legal citizens of South Africa. In addition, the following people shall not be eligible to participate in this Competition:
 - 2.1. Directors, members, partners, promotional and advertising agents, merchandisers, employees, distributors, or consultants of the Promoters.
 - 2.2. People who are not legal residents and/or legal citizens of South Africa.
 - 2.3. Spouse, life partner, parent, child, brother, sister, business partner, or associate of any of the persons specified above.
 - 2.4. Persons under the age of 18 years.
- 3. The Competition shall commence on 1st October 2025 and will end on the 31^{st of} January 2026 (the "Promotional Period"). No entries received after midnight on 31 January 2026 will be considered.

4. Mechanics

To participate in this Competition, Participants must adhere to the following:

- 4.1. Buy any 450g or 950g participating pack of DanUp pack and retrieve the unique number from under the closure (code usable only once) as proof of such purchase
- 4.2. The method of entry, participants must WhatsApp their Unique Code to 068 637 7946 from their mobile number and enter their Unique Promo Code.
- 4.3. Participants may enter the competition as many times as they wish over the promotional period and complete the competition entry process set out in 4.2 above.

5. Description of Prizes:

Participants will be eligible to stand a chance to win:

TIER 1:

- 5.1. 1 of 3 Samsung Galaxy S25 Ultra 256GB valued at R30 000.00 each or;
- 5.2. 1 of 3 Samsung Galaxy S25 valued at R18 999.00 each or;
- 5.3. 1 of 3 Samsung Galaxy A36 valued at R6 999.00 each or;
- 5.4. 1 of 3 Samsung Galaxy A26 valued at R4 799.00 each or

TIER 2:

- 5.5. 1 of 60 Volkano Impulse Series Bluetooth Headphones valued at R500.00 each or;
- 5.6. 1 of 60 Shopping vouchers valued at R500.00 each or;

TIER 3:

- 5.7. 1 of 66,971 airtime vouchers valued at R10 each and
- 5.8. 1 of 4,995 airtime vouchers valued at R20 each

6. Winner Selection and additional conditions:

6.1. Winners of TIER 1 and 2 Prize: A random draw will be conducted in accordance with the dates set out below in this paragraph by an independent auditor to select potential winners of the TIER 1 and 2 Prize as described in these Terms and Conditions. The potential winners of the TIER 1 and 2 Prize will be notified within 1 week of the relevant prize draw taking place via WhatsApp using the number that the potential winner used to enter the Competition, and will be subject to a verification process where they will be required to provide a valid identity document, daytime delivery address details and complete a verification document subject to the timelines that will be provided by the Promoters. If verification is successful, the potential winners will be declared official winners. If a potential winner fails the verification process for whatsoever reason, such person will be disqualified and shall not receive a prize, and a replacement draw, and winner may take place at the discretion of the Promoters. The selection of the winner for the Prize is final and binding in all matters related to the Competition. Delivery of the prize will be made within 8 weeks of the winner being successfully verified. Should a verified winner not be available to sign for the delivery at the provided address only 2 further delivery attempts will be made. Should the winner fail the third delivery attempt, the prize will be immediately forfeited by the winner and subject to a re-draw.

Random draws will be conducted by following draw schedule:

3rd November 2025 to select:

- 15 winners for Volkano Impulse Series Bluetooth Headphones
- 15 winners for Shopping vouchers

1st December 2025 to select 15 winners for each of the following prizes:

- 15 winners for Volkano Impulse Series Bluetooth Headphones
- 15 winners for Shopping vouchers
- 1 winner for Samsung Galaxy S25 Ultra 256GB
- 1 winner for Samsung Galaxy S25
- 1 winner for Samsung Galaxy A36
- 1 winner for Samsung Galaxy A26

5th January 2025 to select 15 winners for each of the following prizes:

- Volkano Impulse Series Bluetooth Headphones
- Shopping vouchers
- 1 winner for Samsung Galaxy S25 Ultra 256GB
- 1 winner for Samsung Galaxy S25
- 1 winner for Samsung Galaxy A36
- 1 winner for Samsung Galaxy A26

2nd February 2025 to select 1 winner for each of the following prizes:

Volkano Impulse Series Bluetooth Headphones

- Shopping vouchers
- 1 winner for Samsung Galaxy S25 Ultra 256GB
- 1 winner for Samsung Galaxy S25
- 1 winner for Samsung Galaxy A36
- 1 winner for Samsung Galaxy A26
- 6.2. Winners of **TIER 3** Prize: Winners of airtime voucher prize will be selected randomly during the Competition Period using an automated random computerised competition service which will be conducted by VB and will find out instantly if they have won on the number that they used to enter this Competition. Once the airtime is awarded, clear communication will be shared with each winner as to how to redeem their prize.
- 7. Forfeiture/disqualification additional conditions: If the Promoters (whether directly or through their agencies) are unable to contact or reach a potential winner for any of the prizes in this Competition, on his or her mobile number used to enter into this Competition after drawing his or her entry for whatever reason within 48 hours from the date of first notification as set out in these Terms and Conditions or if an official winner cannot be contacted within 48 hours from the date of being declared an official winner to arrange the delivery or collection or redemption of a prize as the case may be, or if a winner forfeits a prize for any reason, or if a person is not eligible to enter into this Competition, or if a potential winner fails the verification process after drawing his/her entry for whatsoever reason or if a potential winner or official winner fails to provide any required information within the timelines stipulated or if a winner refuses to accept a prize or refuses or fails to sign and send to the Promoters the acknowledgement of receipt of the prize, then such person will immediately forfeit their chance to win the prize or the prize and will be immediately disqualified from this Competition and an alternate potential winner from all remaining eligible entries (up to 3 (three) alternate potential winners may be permitted at the discretion of the Promoters) will be drawn, at the discretion of the Promoters. If the alternate potential winner/s are disqualified for whatever reason, the applicable prize will not be awarded, and the Promoters will decide what to do with the unawarded prize at their sole and absolute discretion
- 8. The Prizes are not transferable or redeemable for cash or any other item
- 9. A unique consumer/Participant is allowed (identified by their mobile number/MSISDN number) to enter Promotion only in accordance with the limitations above.
- 10. Without detracting in any way from the Promotion Terms and Conditions, the following general provisions shall be applicable to this Promotion. The Promoters will interpret the Terms and Conditions in their sole discretion and reserve the right to amend the Terms and Conditions at any time.
- 11. By entering and participating in the Promotion, a participant agrees that the Promoters may collect and process your personal information for purposes of this Promotion.
- 12. In the event of a dispute, the decision of the Promoters will be final, and binding and no correspondence will be entered. 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, in addition to any other rights which

the Promoters may have in terms of these rules, to immediately disqualify entrants from this Promotion.

- 13. By entering the Promotion and/or accepting any reward, each Participant hereby indemnifies, releases and holds harmless the Promoters (including their subsidiaries, holding companies and affiliates), their directors, employees, agents, suppliers and contractors (the "promoter parties") from and against any actions, claims and/or liability for injury, loss, damage, expense, claim or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the Promotion, and/or the use, acceptance or possession of a reward, and/or participation (or non-participation) in a reward-related activity.
- 14. Participants who, in the Promoters' sole determination, act unlawfully, fraudulently, in breach of these Terms and Conditions or this Promotion or otherwise dishonestly may be disqualified from participating in the Promotion and shall not be eligible to receive any reward.
- 15. EB, VB and Danone Southern Africa (Pty) Ltd give or make no warranties or representatives, whether express or implied, in relation to any rewards available in this Promotion.
- 16. Additional to any other rights contained in the Terms and Conditions, the Promoters reserve the right to terminate the Promotion at any time with immediate effect. If this is the case, the Promoters will provide a notice on the Promotion website, and it shall be the responsibility of Participants to review such website in this respect. In such event, all Participants hereby waive any rights which they may have against any of the Promoters and acknowledge that they will have no recourse or claim of any nature against the Promoters.
- 17. The Promoters are not liable for any technical failure that may result in a reward entry not being successfully submitted. Any reward is accepted by a Participant at his/her own risk, and the Promoters are not liable, at any time, for any defect in any reward.
- 18. The duration of this Promotion may also be extended, amended, or shortened at the sole discretion of the Promoters. If this is the case, the Promoters will provide notice of this on the Promotion's website.
- 19. A copy of the Terms and Conditions is available at no cost to the Participants as a PDF in the WhatsApp stream upon entering the Promotion or can be downloaded in printable form on the Danone Southern Africa (Pty) Ltd website.

20. EXCLUSIONS AND OTHER IMPORTANT TERMS

- 20.1. 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 Participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 20.2. The Promotor may transfer the winning Participant's personal information, including names, telephone numbers, identity numbers and/or email addresses, to the relevant third parties in order to fulfil any prizes, during the course and scope of the Competition for utilisation of the Prize, which processing and transfer shall take place in accordance with the provisions of the Protection of Personal Information Act 14 of 2013 ("POPIA") and any other applicable law, and for the purpose of giving effect to the Competition.

- 20.3. By entering the Promotion in accordance with its terms, Participants acknowledge that the Promotion will be managed in accordance with the provisions of the CPA. Qualifying participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including but not limited to providing such personal information as may be required in order to facilitate handing over the prize.
- 20.4. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.
- 20.5. The Promoters shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt. The Promoters shall not be responsible for the failure of any technical element relating to this Promotion that may result in an entry not being successfully submitted.
- 20.6. No applications from agents, third parties, organized groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
- 20.7. The Promoter may make media announcements / publications of the names / photographs of winner/s, provided that any winner/s may expressly elect to decline this. The Promoter reserves the right to carry out audits in respect of any winner/s and entries to verify their eligibility and validity. The Promoters reserve the right to disqualify any winner if fraud or cheating is suspected.
- 20.8. All Participants and winners indemnify the Promoter, its associated companies (directors, officers and employees) and agents, against any / all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from their participation in any way howsoever in this Competition
- 20.9. All competition related queries should be directed to the competition care line, Competitions@VaultBook.co.za or 0861 435 737.

21. Intellectual Property provision:

Copyright in all information, images, source codes and other original material contained in this Facebook page, which is not attributed to a third party, is held by or licensed to Danone and is protected by both South African and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such material or any component thereof will constitute an infringement of such copyright and/or other intellectual property rights. The trademarks, names, logos and service marks (collectively "trademarks") displayed on this Facebook page (unless attributed to a third party) are registered of Danone. Subject to the rights afforded to the user herein, all the Danone's intellectual property rights (including any moral rights) always remain expressly reserved.

The Participant hereby agrees that the law applicable to these Terms and Conditions, their interpretation and any matter or litigation in connection therewith or arising from them will be the law of the RSA.

When entering this Competition and agreeing to these Terms and Conditions such use, and agreement is deemed to have taken place in South Africa.

Participants are encouraged to familiarise themselves with the South African law relating to electronic communications and transactions as contained in the Electronic Communications and Transactions Act 25 of 2002.

To the fullest extent possible under law, Danone its directors, shareholders, employees, suppliers, partners, affiliates and agents, accept no responsibility or liability whatsoever for any loss, whether direct or indirect, consequential, punitive or otherwise, arising from information made available on (or by means of) the Website (or any of the pages therein contained) and/or transactions or actions resulting therefrom.

To the fullest extent possible under law, Danone disclaims all responsibility or liability for any loss or damages, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the access to, or use of, this Website/Facebook/ WhatsApp page in any manner.

1. Personal Data:

- 6.1 By entering this promotion, participants consent to their personal information being processed for this Competition.
- 6.2 The laws of the Republic of South Africa govern these Terms and Conditions and participants agree to be subject to the exclusive jurisdiction of the South African courts.
- 6.3 Danone South Africa (Pty) Ltd reserves the right to use a consumer's details for marketing and research purposes, unless a consumer advises otherwise by answering "No" on the opening screen of the journey and/or by responding "STOP" to any one of our SMS's to opt out of the future communication
- 6.4 The laws of the Republic of South Africa govern these Terms and Conditions and participants agree to be subject to the exclusive jurisdiction of the South African courts.

Contact the Promoter:

For any queries relating to the Competition, please contact the Promoter's Customer Service Centre via email Competitions [2] during operating hours: Monday to Friday, 07h00 to 17h00, excluding Public Holidays.