



LEGENDS OF THE WILD PROMOTIONAL COMPETITION

STANDARD TERMS AND CONDITIONS FOR THE PROMOTIONAL COMPETITION CONDUCTED BY TAKE N PAY FOODTOWN HYPER

(hereinafter referred to as the “Promoter”)

1. Introduction

- 1.1. You must take time to read these terms and conditions carefully and make sure you understand these terms before entering this Competition.
- 1.2. By entering this Competition and/or accepting any prize, you agree to be bound by these terms and conditions.

2. Competition

- 2.1. The Promoter of this Competition is Umzah Trading CC trading as Take n Pay Foodtown Hyper, an entity part of the Take n Pay Group.
- 2.2. The name of this Competition is the **LEGENDS OF THE WILD PROMOTIONAL COMPETITION**.
- 2.3. This Competition will run from 19 June 2026 until 01 November 2026 at the three Take n Pay Stores (i.e., Take n Pay Arbour Town, Take n Pay Superstore, and Take n Pay Food Town-The Square).
- 2.4. The Final Draw will take place on 20 November 2026 at the Durban Exhibition Centre (DEC). The Promoter reserves the right, in its sole discretion, to amend, vary, or change the venue of the competition at any time. Any such change will be communicated to participants within a reasonable period prior to the event, and the Promoter shall not be liable for any costs, damages, or losses incurred as a result of such change.
- 2.5. To enter this Competition, you must:
 - 2.5.1. Purchase any products for any value from any of the three abovementioned Take n Pay stores for any amount.
 - 2.5.2. Visit www.takenpay.co.za, click the win tab, and complete the entry form.
- 2.6. To qualify as an entrant for this Competition, you must:
 - 2.6.1. be a South African citizen residing within the Republic and in possession of a valid identity document;
 - 2.6.2. be 18 years of age or older;
 - 2.6.3. be in possession of a valid driver's license;
 - 2.6.4. provide correct and full personal details when entering the Competition; and
 - 2.6.5. enter this Promotional Competition as an individual and not as a juristic entity.
- 2.7. Entrants may enter the competition as many times as they wish, provided that each entry is associated with a separate qualifying purchase. Each completed qualifying purchase, or transaction, shall result in one (1) automatic entry. The entrant will only be eligible for one prize.
- 2.8. The Promoter reserves the right at its sole discretion to disqualify any individual who tampers with the entry process or who provides false information.
- 2.9. You (or your family member residing at the same residential address as you) may not win this Competition if you won any a vehicle via any of the competitions, promoted by the Take n Pay Group, (including but not limited to Take n Pay Arbour Town (Pty), Take n Pay Foodtown Hyper, Take n Pay Foodtown – The Square and Take n Pay Superstore (Pty) Ltd) within the past six (6) years. The Promoter reserves the right to withhold prizes from any such person, and to reclaim any such prize if a breach of this Rule is subsequently discovered.
- 2.10. To be eligible to win the Prize, the participant, entrant and the winner must not have a criminal record, an active driving license suspension, or a traffic demerit point history under the Administrative Adjudication of Road Traffic Offences (AARTO) system that would legally prevent them from owning, registering, or lawfully operating the Prize vehicle. The Promoter reserves the right to conduct reasonable background, criminal, and traffic status checks, subject to applicable



privacy laws, including the Protection of Personal Information Act (POPIA). Disqualification will occur if the results demonstrate – or if a participant fails to disclose- that awarding the Prize would be unlawful, if the participant's driving license is suspended or cancelled under the AARTO system, or if the award would be materially harmful to the Promoter's reputation. Participants will be required to provide written consent for such checks, failing which their entry may be invalidated.

- 2.11. The participants and the selected winner are under a continuous obligation to immediately notify the Promoter if they are charged with a criminal offense, face pending AARTO demerit legal proceedings, or have their driving license suspended or cancelled.
- 2.12. If a selected winner or participant or entrant is disqualified for any reason, the Promoter reserves the right to draw an alternative winner in their place.

3. Selection of Finalists and Final Event Mechanics

- 3.1. The Competition includes a tiered finalist structure:
 - 3.1.1. There will be nine (9) Golden Tickets – where Golden Ticket holders will become instant finalists and proceed directly to the stage at the final event (or draw date).
 - 3.1.2. There will be one hundred and sixteen (116) VIP Tickets. VIP Ticket holders will qualify as semi-finalists and stand a chance to be randomly selected at the final event (or draw date).
- 3.2. Both Golden and VIP Ticket holders will be selected through a random draw conducted by the Promoter before the Competition closure date, either via the online entry system or through in-store selections.
- 3.3. For the random draw conducted via the online entry system, Finalists will be contacted telephonically at the number they used to enter online or in the entry box at the stores. A Finalist with no valid contact details will be excluded from the draw.
- 3.4. The Promoter reserves the right to disqualify a Finalist if he/she does not answer the telephone call on the Promoter's first attempt to contact them and verify the Finalist's identity. The Promoter reserves the right to hold another random draw and choose another Finalist.
- 3.5. It shall be at the Promoter's discretion whether a replacement Finalist is selected or not. If the replacement Finalist fails to answer the Promoter's telephone call on the first attempt as required, the above provisions of this clause shall apply to that replacement Finalist in the same way as the original Finalist. The Promoter has the discretion to conduct an immediate redraw.

4. Final Draw Mechanics

- 4.1. There will be three (3) vehicles that will be given away as Prizes.
- 4.2. For each of the three vehicles:
 - 4.2.1. **Finalist Selection:**
 - 4.2.1.1. Three (3) random Golden Ticket Holders will automatically qualify.
 - 4.2.1.2. Seven (7) VIP Ticket Holders will be randomly drawn on the draw date (from the entries submitted at the event where Customers will enter their details on the ticket stub, which will be placed in a jar and randomly drawn on stage).
 - 4.2.2. **Stage Process:**
 - 4.2.2.1. The 10 finalists per vehicle will each select a concealed number.
 - 4.2.2.2. They will then receive a corresponding numbered key.
 - 4.2.2.3. Each finalist will attempt to unlock the vehicle.
 - 4.2.2.4. The finalist whose key successfully unlocks the vehicle will be declared the winner.

5. Prize



- 5.1. Entrants stand a chance to win 1 of 3 brand-new **Jetour T2 vehicles** (the “**Prize**”). For the purpose of this clause, the Prize refers to one (1) brand-new, previously unregistered 1 of 3 brand new Jetour T2. The Prize will be sourced directly from an authorized dealership with the delivery mileage. The Promoter reserves the right to determine the exact specification and model year of the Prize.
- 5.2. The decision of the judge or presenter of this Competition will be final in all matters relating to this Competition. Once the prize has been handed over in terms of these terms and conditions, the results of this Competition are final in all respects, and no correspondence or negotiations will be allowed.
- 5.3. At the time of the Prize draw, participants must not be subject to a formal debt review, administration, sequestration, or insolvency order that would legally prevent them from taking ownership of the Prize. If such a status arises after entry but before the Prize is awarded, the Promoter may disqualify the participant, provided that the decision is reasonable and consistent with applicable law.
- 5.4. The prize/s are not transferable, nor can they be exchanged for cash or any other prize other than the prize offered above and/or sold to someone else.
- 5.5. The Promoter provides the Prize “as supplied” by the manufacturer or supplier and does not extend any additional warranty beyond that provided by the manufacturer. The Promoter will not be liable for costs associated with licensing, registration, insurance, maintenance, or use of the Prize.
- 5.6. The Promoter will be entitled to interview the Finalists/Winner, verify your identity and/or address. If the Finalist/Winner refuses, fails, or neglects to provide any of these details or participates in or answers all questions raised in any interview without a good reason, then the Finalist/Winner’s place in this Competition will be treated as invalidated, and the prize may be withdrawn.
- 5.7. After the winner has been identified, the winner will be contacted by the Promoter to collect the prize within one (1) week from Take n Pay Harbour Town. Should the winner fail to collect his/her prize or fail to take the necessary steps to take possession of his/her prize within 1 (one) week from the date of the winner being contacted by the Promoter, such prize will be forfeited. The winner shall have no claim for damages or any other claim whatsoever arising from such a forfeit against the Promoter, its directors, members, partners, employees, agents, consultants, suppliers, contractors, and sponsors.
- 5.8. The Promoter, its directors, members, partners, employees, agents, consultants, suppliers, contractors, and sponsors will not be liable for any travel expenses or any other costs when the prize is handed over or received by the Winner.
- 5.9. **Current Branding of the Vehicle:**
 - 5.9.1. The Prize vehicle will be delivered with promotional branding applied by the Promoter. The Winner agrees to maintain the branding in its original condition for a period of twenty-four (24) months from the date of delivery (or handover), unless otherwise agreed in writing with the Promoter. During this period, the Winner may be reasonably requested to provide photographs of the vehicle or to allow the Promoter to update or replace branding materials. If the Winner was negligent with the branding material on the vehicle, the Winner will be liable to replace the branding material.
 - 5.9.2. Ownership of the vehicle will transfer to the Winner upon registration in their name, subject to the above branding requirement. The Winner may not sell or transfer the vehicle during the 24-month branding period without the prior written consent of the Promoter. After the expiration of the branding period, the Winner may, at their own cost, remove the branding.
 - 5.9.3. The Winner consents to the Promoter retaining the original vehicle logbook and/or any other ownership documents for a period of 24-months.
- 5.10. If applicable, the Promoter, its directors, members, partners, employees, agents, consultants, suppliers, contractors, and sponsors will not be liable for:
 - 5.10.1. any travel expenses to accept or take delivery of the Prize;
 - 5.10.2. servicing and maintenance of the vehicle, fuel, insurance, or any additional enhancements to the vehicle after the Prize has been awarded; and
 - 5.10.3. any other costs relating to the vehicle.



- 5.11. The winner is obliged to provide the Promoter or its third-party suppliers with additional information that the Promoter or its third-party suppliers may reasonably require to process and facilitate the winner's acceptance and/or use of the Prize.
- 5.12. The winner will cover the cost and arrangement of licensing and registration. The cost and arrangement of insurance and any other costs are to be covered by the winner. Once the vehicle is registered in your name, you take full responsibility, including the vehicle's insurance.
- 5.13. Upon acceptance of the prize by you, all risk in and to the vehicles transfer to you and the Promoter accepts no liability for any loss, damage, or theft of the prize or any requirements or additional costs associated with the Prize.

6. Confidentiality

You undertake not at any time to disclose, reveal, communicate, or otherwise make public any personal information (as defined in the Protection of Personal Information Act 4 of 2013 (POPIA)) relating to the Promoter, its business, personnel, agents, officers, or any entity in the Promoter's Group or Company respectively, their directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotional competition, or any other person who directly or indirectly controls or is controlled by the above-named parties and their respective spouses, life partners, business partners or immediate family members are not permitted to participate in this Promotional Competition.

7. General

- 7.1. Nothing in these terms and conditions is intended to or must be understood to restrict, limit, or avoid any rights and/or obligations created for either the Participant or the Promoter in terms of the Consumer Protection Act 68 of 2008 (**Consumer Protection Act**).
- 7.2. The Participant in this Competition partakes entirely at their own risk. By reading and accepting these terms and conditions, the participant gives consent to these risks and hereby indemnifies and holds harmless the Promoter and any other persons who directly or indirectly control or are controlled by or are in common control with the Take n Pay Group; their directors, members, employees, consultants and agents of any liability pertaining to any damage, cost, injuries, and losses of whatever nature sustained as a result of their participation in this Competition, related events, and activities, save where such damage, cost, injuries, and losses are suffered as a result of the gross negligence or willful misconduct of any indemnified party.
- 7.3. The Promoter, any entity in the Promoter's Group or Company respectively, their directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotional competition, or any other person who directly or indirectly controls or is controlled by the above-named parties and their respective spouses, life partners, business partners or immediate family members are not permitted to participate in this Promotional Competition.
- 7.4. The Promoter will publish the names and photographs of prize qualifiers in advertising, promotional, print, marketing, and other materials.
- 7.5. All information relating to this promotional competition and published on any promotional or advertising material forms are part of these terms and conditions of entry.
- 7.6. In the event of a dispute, the decision of the Promoter will be final and binding on all aspects of this promotional competition and no correspondence will be entered into.
- 7.7. If required by the Minister for Trade and Industry, or for any other reason, the Promoters shall have the right to terminate this Competition immediately and without notice of such termination. In such event, all entrants hereby waive any rights, which they may have against the Promoter and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against the Promoter, their directors, members, partners, employees, sponsors, agents, or consultants.
- 7.8. The Promoter reserves the right to amend the terms and conditions as well as terminate the promotional offer at any time. In the event of such termination, all participants agree to waive any rights that they may have in terms of the promotional offer and acknowledge that they will have no recourse against the Promoters, its advertising agencies, advisors, suppliers, and nominated agents.
- 7.9. The Promoter reserves the right, should the need arise, to vary elements of this Competition and Prize, if deemed necessary. In such an event, the variation will be communicated to the finalists and winner.
- 7.10. Should the Promoter be unable, for any reason whatsoever, to supply the specified Prizes, the Promoter reserves the right to substitute the advertised prize (or any element(s) of the advertised prize) for an equivalent commercial value prize.



- 7.11. If the Promoter suspects foul play by any Participant, they are entitled to disqualify the Participant with immediate effect. The Promoter's decision regarding this matter is final, and no correspondence on this matter will be entertained.
- 7.12. Entrants to this Promotional Competition are responsible for entering their correct personal details. The Promoter will not be held liable should the details submitted be incorrect.
- 7.13. Should the winner, for any reason whatsoever, including any failure and/or negligence on the part of the Promoter, their directors, members, partners, employees, agents, and/or consultants, be unable to take up the prize before the expiry of the Prize then no liability shall attach to the Promoter, their directors, members, partners, employees, agents and/or consultants.
- 7.14. Should any winner fail to comply with any of the terms and conditions, then:
 - 7.14.1. The winner will automatically be disqualified, and the winner will forfeit the prize; and
 - 7.14.2. The winner will reimburse the Promoter for any loss or damage incurred by the Promoter directly or indirectly as a result of the winner's non-compliance, including legal costs associated with this non-compliance.
- 7.15. At any stage of the Competition, the Promoter reserves (but is not limited to) the following rights:
 - 7.15.1. The right to substitute the prize with other prizes of similar commercial value.
 - 7.15.2. The right to alter the dates of competition commencement and the competition 'end date'.
- 7.16. By entering this Promotional Competition, the Participant agrees to receive promotional information using electronic mail or a short message system from the Promoter, its agents, and/or associated companies.
- 7.17. In the case of online entries, you acknowledge that the Take n Pay website is controlled by the Promoter and its associated Group which may be accessed by third parties. The Promoter, any entity in the Promoter's Group or Company respectively, their directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotional competition, or any other person who directly or indirectly controls or is controlled by the above-named parties and their respective spouses, life partners, business partners or immediate family members accepts no liability for loss resulting from your entry online.
- 7.18. The Promoter strongly recommends that you obtain independent professional advice regarding any tax implications arising from the receipt or transfer of any prize.
 - 7.18.1. You are fully responsible for any tax implications arising from or associated with any receipt or transfer of any prize due to you for participating in this Competition.
 - 7.18.2. You agree that you will not hold the Promoter, any entity in the Promoter's Group or Company respectively, their directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotional competition, or any other person who directly or indirectly controls or is controlled by the above-named parties and their respective spouses, life partners, business partners or immediate family members liable and you hereby fully indemnify us and hold us and/or completely harmless, against all damages, claims, and fines made against you and us, including all legal costs on an attorney-and-own-client scale, to the extent to which such damages, claims, and fines arise out of or are connected to any taxation relating to your receipt or transfer of any prize/s, or the charges in respect thereof.

8. Data Privacy

- 8.1. The entrants hereby consent to provide the Promoter with the relevant Personal Information required to enter the competition as well as allow the Promoter to share the Personal Information with the designated third parties.
- 8.2. All Personal Information shared within the context of the competition will be treated as confidential and shall only be processed for the sole purpose of the competition. Any other processing of any Personal Information by the designated third parties and Promoter ("all parties") is prohibited.
- 8.3. It is the responsibility of the entrant to provide accurate personal information; otherwise, the Promoter would not be able to comply with the Data Protection and Privacy Laws of South Africa.