

Power Play GOLF GTI 2025 - 2026 Promotion

Terms & Conditions

The terms and conditions set out below ("**Terms and Conditions**") apply to the **PowerPlay GTI 2025 Promotion** ("**Promotion**") this competition is operated by Jupicorp Pty (Ltd) t/a TMARC (Pty) Ltd (the "Promoter"). These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials. Prize redemption instructions are deemed to form part of the Terms and Conditions and by entering this Promotion all participants will be deemed to have accepted, and shall be bound by, the Terms and Conditions. This version of the Terms and Conditions applies to Participants (defined below) in South Africa.

1. Important Provisions

We have a duty, in terms of the Consumer Protection Act, No. 68 of 2008 ("**CPA**") to point out certain important provisions in these Terms and Conditions to you. The clauses which contain these important provisions and the reasons why they are important are set out below. It is very important that you read all these clauses carefully and not just what we say below.

Limitation of risk, legal responsibilities and liability. Clauses 13, 14, 17, 20 and 21 herein below are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against, TMARC for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion. Clause 19 herein below is particularly important because you take on risk, legal responsibilities and liability. In terms of this clause, you may be responsible for taxes, fees, claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause.

Indemnities by you. Clauses 14, 19 and 21 herein below requires you to indemnify (hold harmless) us and other persons or entities against claims, loss, damages, and harm that may be suffered by us and other persons or entities as a result of the events set out in clauses 14 and 21 herein below. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in clauses 14 and 21 herein below. This places various risks, liabilities, obligations and legal responsibilities on you, and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed.

As far as the law allows, all warranties and representations in relation to the Promotion not

set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.

1. The Promoter is Jupicorp Pty (Ltd) t/a TMARC 2009/023775/07 4th Floor, The Firs, Biermann Ave, Rosebank, Johannesburg, 2196.
2. The Promotion is valid only in South Africa and is open to every South African citizen over the age of 18 and must have a valid South African Driver's License.
3. The Promotion is not open to any agencies, sales agents/ merchandisers, packaging suppliers and their immediate family members (spouses, life partners, parents, grandparents, siblings, children and grandchildren) or their business partners, or any person who is (i) a director, member, partner, or agent of, or consultant to the Promoter or any other person who directly or indirectly controls or is controlled by, the Promoter; or (ii) a supplier of goods or services in connection with the Promoter.
4. The promotion is not open to employees and their immediate families of PowerPlay Energy Beverage Company South Africa, Coca-Cola Beverages of South Africa (Pty) Ltd, TMARC (Pty) Ltd and Coca-Cola Peninsula Beverages (Pty) Ltd.
5. Participation in the promotion constitutes your acceptance of these terms and conditions. All information relating to this promotion and published on any promotional material will form part of the terms and conditions of entry.
6. The promotion will run from 1 October 2025 07h00 and end on 31 March 2026. No entries received before the 1 October 2025 07h00 or after the 31 March 2026 23h59 will be accepted.
7. Participants wishing to take part in the Promotion must:
 - 7.1. Purchase any PowerPlay Energy 440ml / 500ml
 - 7.2. Locate Unique Code under tab (1 code per tab)
 - 7.3. Dial the USSD *120*3875# and follow the prompts
 - 7.4. USSD charged at 20cents per 20seconds
 - 7.5. Retain till slip as proof of purchase/Picture of the Unique code
8. The prizes include:
 - 8.1. The main prize where participants stand a chance of winning one of two custom VW GTIs worth R985 000.
 - 8.2. Instant airtime and data: Airtime and Data will be awarded instantly via SMS to selected winners randomly throughout the promotion. Valid participants will receive a voucher that they can redeem on their phone via SMS.
 - 8.2.1. The instant data will be 500 x R50 data
 - 8.2.2. The instant airtime will be 1250 x R20 airtime
 - 8.3. Weekly Retailer vouchers: t

- 8.3.1. Weekly draws for R50 retailer vouchers will be done.
- 8.3.2. Participants stand a chance to win their share of 1 of 5000 retailer vouchers for the entire promotion.
- 8.3.3. Weekly draws will take place on Fridays
- 8.3.4. Valid participants will receive their voucher via SMS within 3 working days of the draw. The distribution of the retailer voucher is handled by MEC.

9. The potential winners selected for the Main Prize (VW GTI) will be selected by means of a random draw, which will be conducted no later than the 10 April 2026, at the offices of TMARC. Announcement and handover to follow by no later than 3 to 4 months after the draw dependant on winner verification.

- 9.1. All valid entries will form part of the draw pool for the main prize.
- 9.2. The draw process is fully automated and the drawing of a set of potential grand prize winners is conducted algorithmically.
- 9.3. Potential winner will need to be available in person for commercial events related to the main prize and this will be awarded at MEC discretion
- 9.4. The winner will be notified telephonically
- 9.5. The winner will be contacted twice within a 48-hour period, and should they not answer either call or lack communication, they will forfeit the prize and the first stand by winner will be contacted
- 9.6. The same process will be followed for all standby winners who are called
- 9.7. The prizes may not be transferred or exchanged for cash
- 9.8. Prize Delivery would take place 45-60 working days after validation of the winner has taken place.

- 10. You may enter the promotion as many times as you like, but you will need to make a new purchase of PowerPlay Energy 440ml/500ml Energy Drinks and follow (Clause 7) and retain your till slip as proof of purchase/Picture of the Unique code for every entry submitted.
- 11. By entering this competition Participants may be given the opportunity to opt in to allow TMARC and Power Play and their respective Brands to collect, store and use (not share) their personal information for communication, statistical purposes and marketing communication.
- 12. No responsibility will be accepted by the Promoter, its associated companies (directors, officers and employees) agents and suppliers, for any prizes which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be redeemed for any technical reason, delivery or other reasons.

13. As far as the law allows, all Participants indemnify the Promoter, its associated companies (directors, officers and employees) agents and suppliers, against any / all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this Promotion and/or any receipt of and/or use of any of the prizes.
14. Participants may be required to take part in publicity campaigns for broadcast or publishing purposes such as appearing on Power Play Facebook page or Twitter feed. The Participants shall always be entitled to decline the above request. The Participants who take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of The Promoter.
15. By taking part in this Promotion, Participants hereby warrant that all information submitted to the Promoter is true, current and complete.
16. The Promoter may decline to award a prize (i.e., refuse to issue a prize) if there is a reasonable suspicion of any irregularities or fraudulent activities.
17. As far as the law allows, the Promoter shall only be responsible for those costs which these Terms and Conditions expressly say that the Promoter will pay. The Participant is responsible for (i) any and all applicable local taxes and fees; and (ii) all other costs incurred by it, or arising directly or indirectly from, the Participant's participation in the Promotion, or from the acceptance, receipt, use or enjoyment of any Prize. Without limiting the rest of this clause 19, the participant will be responsible for the cost of submitting proof of purchase and entering the promotion and any network charges that apply, as per the tariff rates charged by the participant's mobile network provider.
18. The Promoter reserves the right to terminate and or amend the Promotion immediately and without notice if circumstances beyond its reasonable control prevent the Promoter, its associated companies (directors, officers and employees) agents and suppliers, from continuing to conduct the Promotion. In the event of such termination, as far as the law allows, all Participants acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers and employees) agents and suppliers, in respect thereof.
19. As far as the law allows the Promoter, its associated companies (directors, officers and employees) agents and suppliers, shall not be responsible for a Participant's failure to access the Promotion for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
20. These Terms and Conditions shall be governed by the laws of South Africa.
21. All final prizes awarded is at the discretion of MEC.
22. If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these

Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.

23. If participants require assistance or have any enquiries, please contact us at commercial@tmarc.co.za. In your email subject line, kindly specify the promotion name and issue, and include your full name and contact details in the email. Alternatively, participants can call us at 010 061 0190. Our team will respond to queries during normal business hours, 08:30-17:00, from Monday to Friday, excluding official national public holidays in South Africa.