



Buffalo Trace Competition

TERMS AND CONDITIONS

1. The promoter of this competition is Edward Snell & Co, (Pty) Ltd registration number 1999/021870/07, a company incorporated in the Republic of South Africa and having its registered address at Edward Snell and Company P.O. Box 26325b, Isipingo Beach, 4115 (the "Promoter").
2. All persons ("Entrants") entering the "Buffalo Trace Stand a chance to Win 1 of 20 Buffalo Trace Watches" ("the Competition") agree that the Competition rules as set out in these terms and conditions are binding on them. Participation in the Competition will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate.
3. The Competition is open to all citizens and/or legal residents of South Africa above eighteen (18) years of age, except directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly controls or is controlled by the Promoter or marketing service providers in respect of the Competition, or the spouses, life partners, business partners or immediate family members, or anyone who within a period of 183 days preceding this Competition has won any competition organised, promoted, or conducted by Promoter or any of its divisions and/or subsidiaries, or who resides at the same address as such a winner, or who uses the same telephone number to enter this Competition. The entrant must be in possession of a valid South African identity document, residence/work permit and/or driver's licence.
4. The Competition is open to all citizens and/or legal residents of South Africa purchasing a 750ml bottle of Buffalo Trace Bourbon from Spar TOPS, Checkers Liquor, Shoprite Liquor, Pick n Pay Liquor store, Normal Goodfellows, Ultra Liquors, Liberty, OK Liquors, Blue Bottle, Liquor City, Overland Liquor, Liquor Legends, Picardi Rebel, Diamonds Liquor and Prestons Liquor during the promotional period, being 1 January 2026 until 31 March 2026 ("Competition Period"). Any entries received after midnight on 31 March 2026 **will not** be accepted. The Competition Period may be extended or curtailed at the discretion of the Promoter.
5. This Competition is exclusive to Entrants purchasing Buffalo Trace Bourbon from Spar TOPS, Checkers Liquor, Shoprite Liquor, Pick n Pay Liquor store, Normal Goodfellows, Ultra Liquors, Liberty, OK Liquors, Blue Bottle, Liquor City, Overland Liquor, Liquor Legends, Picardi Rebel, Diamonds Liquor and Prestons Liquor
6. To enter the Competition, an entrant must:

- a) Purchase a 750ml Bottle of Buffalo Trace at any participating Spar TOPS, Checkers Liquor, Shoprite Liquor, Pick n Pay Liquor store, Normal Goodfellows, Ultra Liquors, Liberty, OK Liquors, Blue Bottle, Liquor City, Overland Liquor, Liquor Legends, Picardi Rebel, Diamonds Liquor and Prestons Liquor, Scan the QR code found on the NECK TAG of the product purchased.
- b) Follow the menu prompts to enter. Entrants shall be required to their name, surname, email, and phone number and upload a copy of their receipt with the time a, date, and store clearly visible on the Competition page to participate.
- c) A purchase of a 750ml bottle of Buffalo Trace qualifies an Entrant for one entry into the competition.
- d) Multiple entries are allowed if the quantity of purchases is clear on the slip.
- e) The till slip must be uploaded as requested in the menu prompts to qualify the entry into the Competition..
- f) Entrants will be eligible to stand a chance to win 1 of 20 Buffalo Trace Watches.
- g) Notwithstanding anything to the contrary, the Promoter reserves the right to carry out reasonable due diligence to ensure that the inclusion of any Entrant (such as the winners) in the marketing materials for the Competition will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule, or reflect unfavourably in any way on the Promoter and/or the Competition generally.

The Promoter reserves the right to withdraw any of the prizes and/or disqualify any Entrant/winner (as the case may be) if such person brings the Promoter's brands into disrepute.

7. Prize

ONCE OFF PRIZES AWARDED AT THE END OF THE COMPETITION PERIOD (13 WEEKS):

Entrants will be eligible to stand a chance to win 1 of 20 Buffalo Trace Watches

8. Prize Draws: -

- a) Winners will be randomly selected by the Promoter (whose decision will be final and binding and not subject to review) and will be contacted within the first 2 weeks of April 2026 by a duly authorised representative of the Promoter..
- b) An Entrant may be disqualified if it is discovered that they have plagiarised/stolen or used another Entrant's till slip to use as their own. Any dispute in respect of the identity of the winner (for example, if more than one individual claims to be the owner of the same contact number) will result in the immediate disqualification of the Entrants in question.
- c) If a winner cannot be reached after 4 attempts having been made during business hours within a period of 24 hours for any reason whatsoever, the prize will be forfeited, and another Entrant will be selected in accordance with the Competition rules.
- d) The prize is not transferable or redeemable for cash and the Promoter is not liable for any defects, changes and/or modifications to the prize.
- e) All risks in the prize pass to the winner upon delivery/handover of prize.
- f) The Promoter shall have the right to terminate the competition immediately and without notice for any reason whatsoever. In the event of such termination, all entrants agree to waive any rights that they may have in terms of this Competition and acknowledge that they will have no recourse against the Promoter, its agents and/or employees/staff.

- g) Except as far as is provided for in the Consumer Protection Act 68 of 2008, the Promoter's decision is final, and no correspondence will be entered into.
- h) Contacting the Promoter or any third party collaborating with the Promoter during the Competition is strictly prohibited. Doing so will lead to immediate disqualification at the sole discretion of the Promoter.
- i) All entries become the property of Promoter. By entering this Competition, the Promoter reserves the right to communicate with the Entrant at any time during or after the Competition and the Entrant may opt out from receiving such communication at any time.

17. INDEMNITIES

- a) To the extent permitted by the Consumer Protection Act 68 of 2008 and any other applicable law:

By choosing to submit an entry into the Competition, the Entrant and/or winner(s) will be responsible for any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, whether it arose under the law of contract or delict or otherwise suffered by the Promoter, its associated companies (directors, officers and/or employees) and/or agents against due to the entrant's participation in the Competition.

- b) The Promoter, and its agents, distributors and suppliers are not responsible for any loss or damage suffered by an Entrant and/or winner(s) due to his or her participation in the Competition or winning any prize (other than for death or personal injury caused by their negligence and/or fraud).
- c) The Promoter reserves the right, at any time, to verify the eligibility of any Entrant (including but not limited to an Entrant's identity, age, place of residence). Any Entrant who has not complied with these Terms and Conditions may be disqualified at the Promoter's discretion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

1. 18. DATA PROTECTION AND CONFIDENTIALITY

a. Entrants are required to provide certain personal information, as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA"), to the Promoter for purposes of the Competition and if they win a prize.

b. The Promoter will process all personal information in accordance with POPIA and, in any event, in accordance with its Privacy Policy.

c. To the extent not covered in the Privacy Policy, the Promoter may use an Entrant's personal information in the following ways:

- I. share personal information of an Entrant with its associated agencies and the third-party service providers running the Competition in conjunction with the Promoter. The Promoter will ensure that these parties sign confidentiality undertakings and, to the extent that the service providers process any personal information on behalf of the Promoter for purposes of the Competition, the Promoter will enter into the required data processing agreements.

- II. process the personal information for direct marketing purposes - Entrants are entitled to refuse any direct marketing communications by informing the Promoter, in writing, should the entrant wish to be removed from all communication.
- III. process the personal information of the entrant for statistical purposes - the Promoter will de-identify the information for this purpose. Process the personal Information of the entrant for publicity purposes (which will not be paid). All promotional material is the sole property of the Promoter. The Entrant and/or winner may refuse to participate in any publicity and/or marketing campaigns by notifying the Promoter, in writing, in the form of an email to cuanp@esnell.co.za for the attention of the Legal Department.

19. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. Promoter is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Promoter on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Competition or downloading any materials in this Competition.

20. This Competition is in no way organised, endorsed or administered by, or associated with WhatsApp or any other social media forum. Entrants accept and acknowledge that all data/information is being provided to the Promoter and not to WhatsApp, Meta, or any other social media forum. Any questions, comments or complaints regarding the Competition can be directed to Edward Snell & Co.

21. The Promoter reserves the right to amend, modify, change, postpone, suspend, or cancel this Competition and the prize, or any aspect of the Competition or the prize at any time and without notice if the Promoter thinks it reasonably necessary to do so.

22. It is the responsibility of the entrants to check the Promoter's website for any updates to the Terms and Conditions, which the Promoter may amend at its sole discretion.

23. To the extent that any marketing materials and/or other documents and information made available during the course of the Competition conflict with or are inconsistent with these Terms and Conditions, these Terms and Conditions will prevail.

24. These Terms and Conditions are severable, and any term or condition declared to be unenforceable will not affect the remaining terms and conditions which will remain fully enforceable.

25. These Terms and Conditions are subject to the laws of South Africa and any disputes arising from these Terms and Conditions will, accordingly, be governed by South African law.

26. This Competition is independent from any other offers / promotions/competitions offered by the Promoter.