

**NIKOS COMPETITION RULES
(TERMS AND CONDITIONS)**

1. This competition (“the Competition”) is conducted by The Nikos Advertising (Pty) Ltd (“Nikos”) (referred to herein as “the Promoter”) and may only be entered into by customers who are 18 (eighteen) years or older and resident in South Africa.
2. No persons related to the Promoter (including but not limited to their Subsidiaries and / or Franchisees) by way of being:
 - 2.1. directors, members, partners, employees, franchisees, agents of, or consultants to;
 - 2.2. any marketing service provider(s), any supplier(s) of goods or services, any other person who directly or indirectly controls, or is controlled by them; or
 - 2.3. any spouse, life partner, parent, child, brother, sister, business partner or associate of any of such persons; may enter into the Competition.
3. A copy of these Competition rules (“the Rules”) is available on <https://www.nikosgreek.co.za/>. These Rules and terms and conditions may be amended by reasonable notification via Nikos website at any time during the Competition, and will be applied and interpreted by the Promoter and their decisions regarding any disputes relating to such meaning and / or content will be final and binding.
4. Participation by the entrants in the Competition constitutes an agreement to abide by these Rules.
5. Entries for the Competition will run from 9am 22 April until midnight 31 May 2022.
6. The Competition is limited to entrants residing in the Republic of South Africa.
7. To enter, you would need to purchase a Malfy gin with any mixer on the menu, scan the QR code card from the waiter, the code will lead to a website where they can enter their details to complete the entry into the competition.
8. The Promoter will not accept responsibility for entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

9. The Promoter reserves the right to disqualify any Participant who breaches any provision of these terms and conditions.
10. 1 (one) winner will be drawn at random at the end of the competition based on their valid entry.
11. The prize will be a gift set containing the full range of Malfy Gin's valued at R1500.
12. The prize will under no circumstances be handed over to a third party and will only be handed directly to the verified prize winner or at the prize winner's written instruction.
13. Income taxes relating to the prize, if any, are the sole responsibility of the prize winner.
14. Entrants may enter the Competition multiple times, this is in fact encouraged!

15. Processing of Personal Information and Entrant Consent

- 15.1. The entrant's privacy is very important to The Promoter and it will use reasonable efforts in order to ensure that any information, including personal information, provided by the entrant, or which is collected from the entrant, is stored in a secure manner.
- 15.2. The entrant agrees to give (where applicable) honest, accurate and current information about the entrant to The Promoter and to maintain and update such information when necessary.
- 15.3. The entrant's personal information collected by The Promoter may be used for the following reasons:
 - the processing of personal information on the company's website;
 - further processing by third parties, including the fact that related parties of the company may access information on the company's website;
 - direct marketing;
 - fraud prevention; and
 - SARB and SARS reporting and the like if applicable.

- 15.4. The entrant acknowledges that any information supplied to The Promoter is voluntarily.
- 15.5. By submitting any information to the Promoter in any form the entrant further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by The Promoter under any applicable law in the manner contemplated above, which consent shall, in the absence of any written objection received from the entrant, be indefinite and/or for the period otherwise required in terms of any applicable law.
- 15.6. Unless the entrant has consented, the Promoter will not sell, exchange, transfer, rent or otherwise make available any personal information about the entrant (such as name, address, email address, telephone or fax number) to other parties and the entrant indemnifies Nikos from any unintentional disclosures of such information to unauthorized persons.
- 15.7. Should the entrant believe that the Promoter has utilised the entrant's personal information contrary to applicable law, the entrant shall first resolve any concerns with Nikos. If the entrant is not satisfied with such process, the entrant has the right to lodge a complaint with the Information Regulator of South Africa.
16. The winner will be required to forward a certified copy of their Identity Document and details of their address to Nikos Advertising (Pty) Ltd within the time period stipulated by a Nikos Advertising representative. Every reasonable effort will be made to contact the winner, however if the winner does not respond to the notification/s and/or provide the required documents within 3 (three) days after a Nikos Advertising representative has informed him or her that he / she has won the prize, failing which the winner will forfeit the prize and the Promoter will be entitled to redraw to find an alternative winner.
17. The prize is not transferable or exchangeable to the maximum extent permitted in law, the Promoter and their subsidiary and holding companies are not liable for any defects in, or changes to, any part of the prize.
18. The Promoter may, after the winner has accepted the prize, and both before or after the winner of the Competition has been publicly announced, request that the winners permit the use of their image/s and/or name/s in their marketing material and / or participate in their marketing activities (including endorsing, promoting and / or advertising the services of, Nikos, or any of its subsidiary or holding companies) ("the Invitation"). The winners have

the right to expressly decline the Invitation in the manner stipulated in this clause. Should the winner fail to decline the Invitation by telephone, e-mail or in writing to Khakhi Diala Tel: 021 555-5100, Email: khakhid@spur.co.za , Postal address: P.O. Box 166, Century City, 7446 Cape Town, South Africa, within 5 (Five) days of being notified that they are the winners of the Competition and being expressly requested to accept or decline the Invitation in writing, then such winners shall be deemed to have accepted the Invitation and granted permission and / or agreed to participate in marketing activities in the manner set out above. All enquiries regarding the Competition should be sent to the Promoter at Khakhi Diala Tel: 021 555-5100, Email: khakhid@spur.co.za , Postal address: P.O. Box 166, Century City, 7446 Cape Town

19. To the maximum extent permitted in law, the owners of any Nikos restaurant, Nikos Advertising (Pty) Ltd, or any holding or subsidiary companies, or any of their respective directors, officers, managers, employees, agents, franchisees, or anyone associated with any of them, shall not incur any liability to any person for any injury, loss, claim or damage of any nature whatsoever whether direct, indirect, consequential or otherwise, as a result of (or in any way connected to) any person entering into, or arising from any cause whatsoever or howsoever arising from any person's participation in any way, in this Competition or as a result of (or in any way connected to) any prizes won there under, including any tax liability incurred by the winner as contemplated in clause 10 above (any such prizes being utilized and accepted at the sole and own risk of any winner thereof).
20. In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to an entrant (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the entrant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the entrant may suffer due to or resulting from the Force Majeure.
21. The Promoter reserves the right to cancel, suspend, amend or terminate the Competition at any time and without notice to the Participants.
22. In the event of a dispute in respect of any aspect of the Competition, the Promoter's decision is final and binding and no correspondence will be entered into. In the event of a dispute regarding a winner chosen in accordance with 10 above, the decision of an

independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.

23. By entering the Competition, entrants agree to receive further communication and direct marketing material from the Promoter, and their holding and subsidiary companies, provided that the entrants may opt-out of receiving commercial communications at any time via the appropriate opt-out mechanisms provided by the Promoter for such purpose.
24. This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act (“CPA”) and the regulations promulgated thereunder, which are deemed to be incorporated herein (“Peremptory Provisions”). In the event of any conflict between these Rules and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website: www.dti.gov.za.
25. Any provision of these Rules or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.