

TERMS AND CONDITIONS OF TOMORROWLAND COMPETITION

Thank you for your interest in the Competition. Please read the following terms and conditions:

1. The following terms and conditions ("**Terms and Conditions**") apply to the Tomorrowland competition to win tickets to Tomorrowland Summer (the "**Competition**").
2. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications relating to the Competition. By entering into this Competition, you agree to be bound by these Terms and Conditions and will be deemed as such. If you do not agree to be bound by these Terms and Conditions, please do not enter this Competition.
3. There is no entry fee and no purchase necessary to enter the Competition.
4. Entries will be accepted via QR code mechanism at retail till points, Brand Ambassadors and Vuse retail stores till points.

The Promoter

5. The promoter is British American Tobacco South Africa (registration number 1995/009509/07) whose registered office is at 3 Dock Road, Waterway House, V&A Waterfront, Cape Town, South Africa ("**Promoter**").

Eligibility

6. The Competition is open to entrants who:
 - (a) Are aged 18 years or over at the time of entry;
 - (b) Are existing tobacco and/or nicotine consumers;
 - (c) Are resident in South Africa;
 - (d) Have a valid passport and are eligible for visa approval;
 - (e) Are fully Covid-19 vaccinated;
 - (f) Are not employees (or ex-employees) of the Promoter or its holding or subsidiary companies, or close relatives of such employees; and
 - (g) Are not otherwise connected with the Promoter or its group companies (including anyone professionally connected with the administration of the Competition) ("**Eligible Entrants**").
7. In entering the Competition, you confirm that you are an Eligible Entrant and are eligible to claim the prize. The Promoter may require you to provide proof that you are an Eligible Entrant at any point during the Competition.
8. The promoter is not liable if any entrant is not legally allowed to take part in the Competition due to national or local laws.
9. There is a limit of one entry to the Competition per person. Multiple entries from the same person will be disqualified.
10. The Promoter reserves the right to reject entry by, or cease the continued participation of, a person it considers to have entered the Competition in breach of these Terms and Conditions.
11. Competition entries cannot be returned.

Application Phase

12. To enter the competition, Entrants must scan the Competition QR code at Vuse retail till point, Brand Ambassadors till points or follow the link provided on Vuse Social Media pages, Vuse website, promotional emails, SMS's and third-party websites between 24th May 2023 ("**Opening Date**") and 23:59 (GMT) on 06th June 2023 ("**Closing Date**"). Upon scanning the QR code or

clicking on the link, Entrants must complete the CRM registration form and enter their names as they appear on their passport. No entries will be accepted after the Closing Date.

13. All Applications received before the Closing Date will be reviewed by the Promoter to ensure they meet the eligibility requirements.
14. The Promoter accepts no responsibility for any entries to the Competition that are incomplete, illegible, corrupted, lost, damaged, delayed or otherwise fail to reach it during the term of the Competition. The Promoter accepts no liability for entrants' failure to gain access to the Competition due to technical difficulties (including but not limited to faults, malfunctions, hardware or software failure, satellite/network/server error or any other kind of errors such as user error).
15. By submitting an Entry, Entrants represent and warrant that:
 - (a) Their entry does not contain any virus or other harmful software, or any harmful, offensive or inappropriate content;
 - (b) Their entry does not disparage or reflect adversely upon the Promoter or its goods and services;
 - (c) Have a valid passport that is older than 6 months and are eligible to obtain a Visa to Belgium;
 - (d) They have all necessary rights and permissions to enter the Competition and that all materials forming part of their Application or participation in the Competition, and any use of such materials by or on behalf of the Promoter, complies with all applicable laws, rules and regulations and does not infringe or otherwise violate the intellectual property rights of any third party;
 - (e) Their entry complies with these Terms and Conditions; and
 - (f) Their entry does not contain any illegal, obscene, racist, defamatory or sexual material, any material likely to offend any person, or any material likely to infringe any person's right to privacy.
16. By submitting an entry, Entrants consent to the use of images of their Application by the Promoter for promotional purposes.

Announcement of the Winners

17. Finalists will be randomly selected in June 2023.
18. The Promoter reserves the right to disqualify entries and/or suspend the draw if it has reasonable grounds to suspect that fraudulent activities have occurred.
19. The finalists will be notified via telephonic contact from our Vuse customer care line, where they will be requested to provide their travel documentation for the purpose of determining their eligibility to obtain a VISA and to travel. Finalists must provide the documentation within 24 hours of being requested to do so, failure to do so may result in the finalist being removed as a finalist and another Entrant chosen instead.
20. 3 Winners will be selected from the Finalists. Announcements of winners will be made on all Vuse Social Media pages (Instagram, Facebook and Twitter) on 09 June 2023.

The Prize

21. The Winners will win 2 tickets each, for them and a partner to attend Tomorrowland Summer weekend in Belgium. The event starts on the 28th of July and ends on the 30th of July 2023. Winners may be required to travel to the event a day before the event commences and return a day after the event ends. The actual travel dates will be communicated to the chosen Winners and will be in the full and final discretion of the Promoter.

22. The Prize is valued at R105,000.00 and includes economy class flights, hotel accommodation, Tomorrowland tickets, spending money valued at R10 000 per couple, meals and medical insurance.
23. The Winner's partner must be 18 years old or above and have a valid passport which is older than 6 months. All the terms and conditions herein will apply to the Winner's partner equally.
24. The Prize is as stated, and no cash or other alternatives will be offered. The Prizes are non-transferable and subject to availability. The Promoter reserves the right to substitute any Prize with another of equivalent value without giving notice.
25. The Winners must ensure that they comply with all the travel requirements applicable and that they have all the necessary travel documentation required.
26. The Winners must comply with all Covid-19 protocols including Covid-19 testing and/or vaccination and provide proof of same as and when requested by the Promoter. The Covid-19 protocols to be complied with will be communicated to the Winners closer to the date of the trip.
27. Neither the Promoter, its agents (including any prize fulfilment agency), nor its distributors shall be liable to the Winners in the event that they are unable to receive their prize due to (i) not being able to travel on the set date; or (ii) not providing any requested information or documents to assist in making travelling arrangements and (iii) their failure to claim the Prize.
28. Promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
29. The Winners and partners are to comply with and adhere to any social media communication requests or guidelines made by the promoter during the period of the travel to the event.
30. Winners and their partners are to conduct themselves in an orderly manner. Discriminatory or disorderly behaviour could result in the Winner and their Partner being asked to leave the event before it ends.

Privacy Notice

Any personal information that you provide to us in relation to the Competition will only be used for the purposes of the competition, contacting you if you are a winner and facilitation of travelling arrangements to the Tomorrow Land winter event.

Entry into the Competition is completely voluntary. If you do not provide the information required for entry, you will not be entered into the competition.

For further information regarding the rights available to you in respect of your personal information, please see the rights section in the Vuse [Privacy Notice](#).

If you have any questions regarding the use of your personal information, please contact ESADDataPrivacy@bat.com.

General Terms

31. The Promoter reserves the right to cancel or amend the Competition and these Terms and Conditions without notice in the event of any catastrophe, war, civil or military disturbance, epidemic or pandemic, act of God or any actual or anticipated breach of any applicable law or

regulation or any other event outside of the Promoter's control. Any changes to the Competition will be notified to entrants as soon as possible by the Promoter.

32. The Promoter shall have the right, at its sole discretion and at any time, to change or modify these Terms and Conditions. Any changes to the Competition will be notified to entrants as soon as possible by the Promoter.
33. Your entry is made without any prior payment or promise of payment or the expectation by you of any payment, benefit or advantage in return for your entry, except for the possibility of obtaining those benefits expressly referred to in these Terms and Conditions as being part of this Competition (including the Prizes).
34. The Promoter reserves the right to investigate and undertake all such action, as is reasonable, to protect itself against fraudulent or invalid entries. In addition, the Promoter reserves the right to reject those entries which it considers, in its absolute discretion, do not comply with these Terms and Conditions or are fraudulent or invalid.
35. To the extent permitted by law, the Promoter, its associated companies, and their agents and distributors will not in any circumstances be responsible for any loss or damage to personal property or personal injury or death (save in the case of negligence of the Promoter, its associated companies, or their agents and distributors or that of their employees) suffered due to taking part in the Competition.
36. Entrants are responsible for all expenses not expressly stated in these Terms and Conditions as being part of this Competition.
37. The Promoter's decision in respect of all matters to do with the Competition will be final and no correspondence will be entered into.
38. The Competition and these Terms and Conditions will be governed by South African law and any disputes will be subject to the exclusive jurisdiction of the courts of South Africa. The laws of any other jurisdiction and the jurisdiction of any other courts are excluded to the fullest extent permitted by law.