

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 Winter (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 Vuse inspiration stores, 3rd party retail till point and Brand Ambassadors and our Vuse website

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 which is older than 6 months and are eligible for visa approval;
 - (e) Have opted into receiving marketing communication from Vuse;
 - (f) Are fully Covid-19 vaccinated;
 - (g) Are not employees (or ex-employees) of the Promoter or its holding or subsidiary companies, or close relatives of such employees; and
 - (h) 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 either; scan the Competition QR code at Vuse inspiration stores, 3rd party retail till point and Brand Ambassadors or access the CRM registration form via the link on the Vuse.com homepage banner between 15 December 2022

("Opening Date") and 23:59 (GMT) on 8 January 2023("Closing Date"). Upon scanning the QR code, 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) 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;
 - (d) Their entry complies with these Terms and Conditions; and
 - (e) 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. Winners will be randomly selected on the 9th of January 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 Winners will be notified by phone call on 9th January 2023. They will have 24 hours to accept the prize and confirm that they meet the Eligibility requirements, otherwise the Promoter reserves the right to offer their place to another Entrant.
20. Winners will be announced on our social media and CRM platforms. This includes any promotional content generated by/of our winners at the event.

The Prize

21. The Winners will win 2 tickets each, for them and a partner to attend the Tomorrowland Wonderland Winter event in Alpe D'Huez . The event starts on the 21st of March 2023 and ends on the 25th of March 2023.
22. The winners will depart from South Africa on the 20th of March and return on 25th of March .
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 valued at R85,000.00. The price includes:
 - 24.1 return economy class flights on the specified travel dates;

- 24.2 shuttle from the Winners place of residence to the Airport and from the Airport to the Winners residence upon return;.
- 24.3 accommodation and meals
- 24.4 Tomorrowland tickets, access and ski pass;
- 24.5 spending money valued at R10,000, for clarity, a Winner and their partner will only receive R10,000 spending money for both of them
- 25.6 medical insurance for both the Winner and their partner
25. Any items not expressly listed on number 25 above are excluded from the Prize and the Winner will be liable for such costs;
26. Winners may not change their travelling dates nor can Winners change any flight details once booking has been done.
27. 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.
28. The Winners must ensure that they comply with all the travel requirements applicable and that they have all the necessary travel documentation required.
29. The Winners must comply with all Covid-19 protocols that are in place during the trip and must provide proof of Covid-19 testing and/or vaccination certificate 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.
30. 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 and (iv) not being able to travel because they do not meet one or more of the requirements contained in these terms and conditions.
31. Promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.

Indemnity Disclaimer

The Promoter, its affiliate, employees and agents shall not be liable for all liabilities and claims that could accrue to the Winners or their heirs, executors and administrators due to illness, injury, death or loss of or damage to property arising out of the trip or in any related activity irrespective of whether such claim or claims arose as a result of any act or omission (whether by negligence or not) of any person or from any cause whatsoever.

The Winners hereby indemnify the Promoter, its affiliates, employees and agents against all liabilities arising as a result of or in connection with any claim made against the Promoter, its affiliates, employees and agents by any third party to the extent that such claim arises out any act or omission by the Winner (whether by negligence or not) or from any cause whatsoever during the trip.

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

32. 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.
33. 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.
34. 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).
35. 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.
36. 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.
37. Entrants are responsible for all expenses not expressly stated in these Terms and Conditions as being part of this Competition.
38. The Promoter's decision in respect of all matters to do with the Competition will be final and no correspondence will be entered into.
39. 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.