

TERMS & CONDITIONS

General Terms and Conditions applicable to Participants for the **“PAVI-PAMA Cash Back Sundays” Competition**.

A. The Cash Back Sundays

1. The Cash Back Sundays (the "Campaign") is a Campaign being organised by PG plc (the "Organisers") through which Participants get the chance to win cash vouchers which can be redeemed from PAVI-PAMA Supermarkets.
2. By participating in the Campaign, Participants signify their consent to the Terms and Conditions set forth herein and agree to fully comply therewith.

B. Duration of Campaign

3. The Campaign shall commence on the 13 January 2019 and shall end on the 24 February 2019 (the "Promotion Period"). The Organisers reserve the right to shorten, extend, and/or suspend the Promotion Period or otherwise modify or cancel the Campaign at their discretion and at any time.

C. Eligibility

4. Participants shall include anyone over eighteen (18) years of age with a valid Maltese identity card.
5. By participating in the Campaign, Participants understand and consent that the Organisers shall process their personal data in accordance with the Data Protection Act (Chapter. 440 of the Laws of Malta). Data and any personal details may be disclosed if and when it is required to do so for the purposes of this Campaign only and/or under any law.

D. Participation & Prizes

6. The Campaign shall take place on Sundays.
7. The Organisers shall randomly choose four (4) cash points every hour. The cash point numbers shall be announced on the supermarkets' public announcement system in the form of pre-recorded message which will automatically play at pre-determined timings.
8. Clients being served and with their bill open at any of the four cash points announced, shall be given a €20 cash voucher (the "Voucher"). The Voucher shall be collected by the winning client from the customer care desk.
9. The Voucher can be redeemed at PAVI-PAMA supermarkets on the clients' next purchase.
10. The Voucher shall not be valid for redemption without the authorised signatures.
11. The Voucher cannot be exchanged for cash.

12. There shall be no winner if the announced cash point/s is/are closed for trading when it/they is/are announced.

13. There shall be no winner if there are no clients at the announced cash point/s when it/they is/are announced.

14. If there is no bill open at the cash point/s announced, the winner shall be the client who had his/her bill just closed.

15. There shall be no other way of participation except for the one explained above.

E. Modifications and Termination of the Program

16. The Organisers reserve the right to modify any of the Terms and Conditions set forth herein including but not limited to the duration of the Promotion Period.

17. The Organisers reserve the right to terminate or temporarily suspend the Campaign at any time, for any reason, with or without notice, even though the termination may affect a Participant's ability to participate in the Campaign.

18. A Participant's participation in the Campaign constitutes the Participant's acceptance to these Terms and Conditions as may be amended from time to time. Participants are responsible for keeping up to date with any changes that the Organisers may have made to these Terms and Conditions. The most current version of the Terms and Conditions will be made available on the Organisers' website www.sneakysanta/pavipama.com.mt and will supersede all previous versions of these Terms and Conditions.

F. General Terms and Conditions

19. The Organisers reserve the right to discontinue the participation privileges of any Participant who engages in any improper activity or uses the Campaign in a manner inconsistent with these Terms and Conditions or any national law statutes or ordinances. In addition to termination of participation privileges, the Organisers shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

20. The Organisers are not responsible for any incorrect or inaccurate information supplied by the Participants while participating in the Campaign.

21. All questions or disputes regarding eligibility of the Campaign, or a Participant's compliance with these Terms and Conditions will be resolved by the Organisers at their sole discretion.

G. Limitation of Liability

22. The Organisers and their respective related companies, parents, subsidiaries, affiliates, and respective agents and their agencies, suppliers and other companies involved in the development or execution of the Campaign or the production or distribution of Campaign materials shall not be held responsible or liable in the event of a Participant suffering direct,

indirect, incidental, special or consequential damages arising out of the Campaign or merchandise offered through the Campaign.

23. Under no circumstances, including but not limited to negligence, shall the Organisers, its officers, representatives and/or employees be liable for any direct, indirect, incidental, special or consequential damages arising out of the Campaign or merchandise offered through the Campaign, even if any or all of the foregoing or any of their authorized representatives have been advised of the possibility of such damages.

24. As a condition of participating in this Campaign, Participants agree that:

a) any and all disputes, claims, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action and non-exclusively by the Courts of Malta;

b) under no circumstances will the Participant be permitted to seek recovery for, and the Participant hereby waives all rights to claim, punitive, incidental, special and consequential damages and any other damages, and waives any and all rights to have damages multiplied or otherwise increased.

25. All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of the Participant and the Organiser in connection with Campaign, shall be governed by, and construed in accordance with, the Laws of Malta without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Malta.

26. These Terms and Conditions constitute the entire agreement between the Participants and the Organisers pertaining to the subject matter herein and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

27. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.