

“Navidad Cake Giveaway”

Rules and Terms & Conditions

1. PROMOTER & FACILITATOR

The “**Navidad Cake Giveaway**” or “**WinGo! with Perla’s Cakery**” (hereafter referred to as “the Promotional Competition”) is **promoted and managed** by **Perla’s Cakery (Reg. No: K2020252785)** (“the Promoter”), a custom cake shop located at **110 Paprika Avenue, Newlands, Pretoria East, Gauteng, South Africa, 0081**. The Promoter’s contact email address is **info@perlascakery.co.za**, and their cell phone number is **+27 74 066 3308**. Any questions or concerns regarding the Promotional Competition can be directed to the Promoter at the contact information provided.

The Promotional Competition is facilitated by **WinGo! Giveaway (Reg. No: K2025325224)** (“the Facilitator”), a third-party service provider responsible for structuring and executing the Promotional Competition mechanics, elements, and gameplay.

The Facilitator is not liable for:

- Prize distribution, selection, or fulfilment.
- Resolving disputes related to entries, prizes, or eligibility.
- Ensuring compliance with regional laws governing competitions and promotions.

The Promoter is solely responsible for all obligations under the Consumer Protection Act 68 of 2008, arising from the Promotional Competition, including legal compliance, participant management, and prize fulfilment.

2. THE ENTRY PERIOD & GIVEAWAY PERIOD

Entries for the Promotional Competition will open on **1 December 2025 at 12:00 and will close on 12 December 2025 at 17:00** (“the Entry Period”). No further entries will be accepted after the Entry Period, and only registered participants will be eligible to participate in the Promotional Competition.

The Promotional Competition will take place live at @perlascakery on Facebook and Instagram on December 19th, 2025, with the exact time to be confirmed (“the Giveaway Period”). No late entries, exceptions, or modifications will be allowed before or during this period.

3. ELIGIBILITY AND ENTRY

The Promotional Competition is open to:

- People residing in **Pretoria East**.
- People **over the age of 18**.

- People with a **Facebook** or **Instagram** account.

How To Enter:

- Follow **@perlascakery**, **@redcap_industries** (**@redcapindustries on Facebook**) and **@wingogiveaway** on Instagram or Facebook.
- Like and share (optional) any of the Promotional Competition posts to your story, tagging **@perlascakery** and **@redcap_industrie**.
- Tag a friend in the comments section of any of the Promotional Competition posts.
- Send a direct message (DM) saying, “WINGO!” to **@perlascakery on Facebook** or **Instagram**
- Complete the entry form sent to you via DM, which you can also find here: www.wingogiveaway.co.za/wingo-with-perlas-cakery
- Only **one entry** per account/person is allowed.

The Promoter and/or the Facilitator reserves the right to disqualify Participants who use multiple accounts or automated methods to enter.

Employees, agents, and affiliates of the Promoter and the Facilitator, their subsidiaries, affiliates, and their immediate family members (spouse, parent, child, sibling, and their respective spouses) and household members (whether related or not) are not eligible to participate in the Promotional Competition.

4. SOCIAL MEDIA PLATFORM COMPLIANCE

This Promotional Competition is in **no way sponsored, endorsed, or administered by Meta, Facebook or Instagram**.

Participants acknowledge that they are providing information to the Promoter and the Facilitator, and not to Meta, Facebook or Instagram.

5. THE PROMOTIONAL COMPETITION MECHANICS

The Promotional Competition is a game of chance in which Participants track randomly drawn WinGo! Balls revealed in a Live Stream session on December 19th via **@perlascakery on Facebook and Instagram**.

Participants must tune in to the Live Stream session **@perlascakery on Facebook or Instagram** to be able to mark off revealed WinGo! Balls on their WinGo! Card.

Participants are responsible for marking their own WinGo! Cards and keeping track of their progress as WinGo! Balls are revealed.

6. WINNER SELECTION, PRIZES & DISCOUNTS

Winner Selection: WINGO!

The Winner is determined when the **first Participant** completes and marks off their entire WinGo! Card, i.e., **all 9 blocks have been marked** as per the WinGo! Balls revealed during the Live Stream sessions.

For the prize to be claimed, the Winner **must**:

- **Be present** in the Live Stream session in which their “WINGO!” claim is made.
- **Comment** the word “WINGO!” in the **comments section** of the Live Stream session.
- **Send a screenshot or a photo-capture of their fully marked WinGo! Card** via DM to **@perlascakery** on Facebook or Instagram.

Submitted claims will be **confirmed and validated** by the Promoter and/or the Facilitator during the Live Stream session before the winning WinGo! Card and Participant are announced and confirmed.

If multiple Participants submit “WINGO!” claims within the same period, the preference to validate WinGo! Cards will be determined based on the **exact timestamp** of the “WINGO!” comment in the Live Stream session, and/or the timestamp of the screenshot or photo-capture submission via DM.

The first and earliest valid submission received, and as recorded by the timestamps of submitted claims via DM and in the comments section of the Live Stream session, will be declared the Winner; once their WinGo! Card has been confirmed and validated.

If the **Winner is found to be ineligible**, the Promoter and/or the Facilitator reserve the **right to select an alternate winner from the remaining eligible submitted “WINGO!” claims**, or until such time a new “WINGO!” claim is made as WinGo! Balls are revealed during the Live Stream sessions.

Falsely submitted claims, or should the Promoter and/or the Facilitator notice any alterations, modifications, or changes to submitted WinGo! Cards will result in the immediate disqualification of the Participant, and their “WINGO!” claim will be rejected and disregarded.

The Winner will be announced during the Live Stream session. A social media post confirming the Winner will be shared on Monday, the **22nd of December 2025**, on the Facebook and Instagram pages of **@perlascakery** and **@wingogiveaway**.

The Winner will be asked to provide his/her name, surname, and ID number (the “Participant Information”). An ID number is a legal requirement under regulation 11(6)(i) of the CPA for the Promoter of a Promotional Competition to record the Prize Winner’s ID number. In terms of section 11(6)(i) of the CPA, it is a requirement that the Promoter and/or the Facilitator retain the Participant

Information of the Winner for a period of at least 3 (three) years. The Winner hereby consents to the retention of the Participant Information as aforesaid.

The Promoter and/or the Facilitator may require the Winner to provide them with additional information to determine the Winner and to process and/or facilitate the Winner's acceptance and/or use of the Prize.

Proof of identity may be required to receive the Prize, and the Promoter and/or the Facilitator reserves the right to refuse handing over the Prize to a potential winner who refuses to, or cannot provide sufficient documentation to verify his/her identity.

The Promoter's and/or the Facilitator's decision is final and binding on all matters related to the Promotional Competition.

PRIZE: Navidad Cake Giveaway (R3000-00 in Value)

- Our Navidad Cake (R1200-00)
 - 18cm
 - 1 Tier
 - Red Velvet
 - Serves 18-22
- A bottle of Moët & Chandon Champagne (R1200-00)
- Personalised Laser-Engraved Cake Knife Set from RedCap Industries (R600)

The Prize is not transferable or exchangeable and cannot be substituted for cash or cash equivalents.

The Promoter reserves the right to substitute the Prize with a prize of equal or greater value if the advertised Prize becomes unavailable for any reason.

All costs and expenses associated with the acceptance and use of the Prize that are not expressly stated as part of the Prize are the sole responsibility of the Winner.

The Winner is responsible for any applicable taxes on the Prize.

The Promoter is not responsible for any warranty or guarantee on the Prize, and the Winner accepts the Prize "as is" without any warranty or guarantee.

The celebration of the sweepstakes, the Prize assignment and distribution are subject to the current tax legislation.

“Play Along. Get Along.” (PAGA) Discount

Participants who mark a relevant number of blocks on their WinGo! Cards during the Promotional Competition are eligible for the following discount:

7 or more out of 9 blocks marked:

- **15% off** a Custom Cake Order with a value of R1500 or more

Discount redemption is valid until 28 February 2026.

Discount redemption is one-time use, non-transferable, and cannot be combined with other offers.

Booking is subject to availability.

Participants are required to send a screenshot or photo-capture of their prescribed WinGo! Card when booking and referring to the Discount.

Perla's Cakery reserves the right to verify WinGo! Card submissions and refuse discounts where misuse, cheating, or duplication is suspected.

7. THIRD-PARTY SPONSORS

The inclusion of third-party prizes does not imply an endorsement by the Promoter and/or the Facilitator.

Any issues arising from the redemption, quality, or availability of a sponsored prize must be directed to the respective Sponsor.

Neither the Promoter nor the Facilitator will be liable for any claims related to third-party prizes.

8. LIMITATIONS & DISQUALIFICATION

The Promoter and/or the Facilitator reserves the right to disqualify any Participant who violates these Terms & Conditions, or who tampers with the entry process, including but not limited to:

- Using bots, fake accounts, or multiple entries.
- Manipulating results, cheating, sharing, or altering WinGo! Cards or any other fraudulent activity.
- Engaging in ANY behaviour that disrupts the fair play of the Promotional Competition.
- If cheating is detected, the Promoter and/or the Facilitator may take legal action and permanently ban the Participant from the Promotional Competition and future giveaways.

The Promoter reserves the right to carry out changes to, extend, or cancel the Promotional Competition for any justifiable reason with prior legal communication.

Any tax or fiscal fee that may arise from the acceptance of the Prize will be the responsibility of the Winner, as well as any other expense derived from the Promotional Competition that has not been previously assumed by the Promoter and/or the Facilitator in these Terms & Conditions.

There is a period of FIFTEEN (15) days from the date the Winner is selected to file any justified claim. The Promoter reserves the right to substitute the Prize for another one of similar characteristics should a compelling need arise.

9. PUBLICATIONS OF COMMENTS AND OPINIONS

No comments or opinions whose content is considered inappropriate, offensive, insulting, or discriminatory, or that could violate the rights of third parties, will be allowed. Nor will comments be permitted against any individual that are an infringement of personal honour, personal and family privacy, or personal image rights.

Neither the Promoter nor the Facilitator will be held responsible for any damages caused by comments made by Participants during the Live Stream sessions of the Promotional Competition, or that may at any time offend the sensitivities of other Participants.

Any attempt to hinder the proper development of the Promotional Competition, either by human intervention or by means of any automaton, will lead to the immediate disqualification of the participant, annulling their candidacy.

10. DISCHARGE OF LIABILITY

By participating in the Promotional Competition, Participants agree to release, discharge, and hold harmless the Promoter and the Facilitator, their affiliates, subsidiaries, advertising and promotion agencies, and their respective officers, directors, employees, and agents from any liability, loss, damage, or injury arising out of or related to their participation in the Promotional Competition or their acceptance, use, misuse, or possession of any prize received through the Promotional Competition.

Neither the Promoter nor the Facilitator makes representations or warranties of any kind, expressed or implied, regarding the Prize or the Promotional Competition.

Neither the Promoter nor the Facilitator shall be held liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with the Promotional Competition, whether based on contract, tort, strict liability, or any other theory of liability, even if the Promoter or the Facilitator have been advised of the possibility of such damages.

Neither the Promoter nor the Facilitator is responsible for any lost, late, incomplete, or misdirected entries, or 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.

Neither the Promoter nor the Facilitator will be held responsible for any injury or damage to Participants' or any other person's computer, tablet, mobile device, etc., related to or resulting from participation in the Promotional Competition or downloading materials from, or use of the Promoter's and/or the Facilitator's websites.

Neither the Promoter nor the Facilitator will be responsible for any technical issues or other problems that may arise in connection with the Promotional Competition, including but not limited to problems with the internet or with any telecommunications network.

If the Promoter's liability cannot be disclaimed or excluded under applicable law, the Promoter's maximum liability shall be limited to the value of the Prize.

The Promoter and the Facilitator also reserve the right to cancel, suspend, or modify the Promotional Competition in any way, without notice, in the event of any cause beyond their control.

11. DATA PROTECTION & PUBLICITY

Collection and Processing of Personal Data

- By participating in the Promotional Competition, Participants agree to allow the Promoter and the Facilitator to process their data to administer the Promotional Competition, including contacting Participants and verifying their eligibility should the need arise.
- The information collected may include, but is not limited to, the Participant's **full name, social media handle, email address, and contact details**, as submitted via **DM, Entry Forms, or other entry methods**.
- Both the Promoter and the Facilitator agree to process Participants' information in compliance with applicable **data protection laws** as governed by **POPIA**.

Use of Personal Data

- The data provided in the Promotional Competition will not be passed to any third party, and will be treated and stored with the utmost respect and data security.
- Personal data will only be used for purposes directly related to the Promotional Competition unless the Participant explicitly opts in to receive future marketing communications from the Promoter and/or the Facilitator.
- Participants may be contacted by the Promoter and/or Facilitator regarding important updates about the Promotional Competition, prize distribution, and follow-up engagements.
- The Facilitator may store Participant information to notify them of future giveaways with other brands, but only if they have provided explicit consent when entering the Promotional Competition.

Publicity & Media Rights

- By entering to participate in the Promotional Competition, Participants also agree to allow the Promoter and/or the Facilitator to use their name, likeness, photograph, and any statements they make about the Promotional Competition in any promotional or advertising materials related to the Promotional Competition, without compensation or notice. However, the Promoter and/or the Facilitator will only process personal data per applicable data protection laws as governed by POPIA, including obtaining any necessary consents and providing Participants with any required notices or rights.
- Participants may have the right to request access to, rectification, or erasure of their data or to restrict or object to its processing.
- By accepting these Terms & Conditions, every Participant agrees that the data provided for their participation in the Promotional Competition will be incorporated into a file co-owned by the Promoter and the Facilitator to manage participation in the Promotional Competition and to communicate with the Participant who has been selected as the Winner.

12. AMENDMENTS

The Promoter and the Facilitator reserve the right to modify or extend these promotional bases, to the extent that it does not harm or impair the rights of the Participants in the Promotional Competition.

13. GOVERNING LAW

These Terms & Conditions shall be governed by and construed under the laws of the Republic of South Africa. Any dispute arising out of or in connection with the Promotional Competition or these Terms & Conditions shall be subject to the non-exclusive jurisdiction of the courts of the Republic of South Africa.

In the event of any conflict or inconsistency between these Terms & Conditions and any other communication or advertising relating to the Promotional Competition, these Terms & Conditions shall prevail.

If any provision of these Terms & Conditions is found by any court or competent authority to be invalid, unlawful, or unenforceable, that provision shall be deemed to be deleted from these Terms & Conditions, and the remaining provisions shall continue in full force and effect.

14. AGREEMENT

The Promotional Competition is subject to all applicable national, provincial, and local laws and regulations. Participation in the Promotional Competition constitutes the Participant's full and unconditional agreement to these Terms & Conditions. In addition, the Participant agrees to accept any decisions made by the Promoter and/or the Facilitator as final and binding in anything related to the contents of this document.