

TERMS & CONDITIONS

PAVI-PAMA & ORANGE TRAVEL CRUISE TICKETS PROMOTION

PART A - The Cruise tickets promotion

1. The Cruise tickets promotion, hereinafter referred to as the '**Promotion**', is a Promotion being organised by PAVI Supermarkets Limited (C29878), having its registered office situated at PG Group Head Office, PAMA Shopping Village, Valletta Road, Mosta; PAMA Supermarket Limited (C67445), having its registered office situated at PG Group Head Office, PAMA Shopping Village, Valletta Road, Mosta and Orange Travel Group Limited, having its registered office situated at Head Office 65, Birkirkara Hill, St. Julians, hereinafter collectively referred to as the '**Organisers**', with the former two Organisers operating PAVI Supermarket, PAMA Supermarket respectively (hereinafter referred to as the '**Supermarkets**'), and Orange Travel Group who shall coordinate the provision and scheduling of the Prize. This Promotion entails that through a prize draw as further described in Part C [How does the Promotion work?] of these Terms and Conditions (the '**T&Cs**'), Supermarkets' customers may win two tickets for a Malta-to-Malta 7-night cruise on Costa Firenze (the '**Prize**').
2. These T&Cs govern the Promotion's participants' relationship with the Organisers in the context of the Promotion. In formulating these T&Cs, every effort has been made by the Organisers to ensure the Promotion's fairness and transparency.
3. By participating in the Promotion in terms of Part C [How does the Promotion work?] of these T&Cs, participants signify their acceptance of and agreement with these T&Cs and as may be amended from time to time.
4. The Promotion shall run between the 14th June and 30th July, hereinafter referred to as the '**Promotion Period**'

PART B - Eligibility

5. Without prejudice to the provisions of section 18 below, a participant must be over eighteen (18) years of age and have a permanent resident address in Malta. in order to be eligible for participation in the Promotion.

PART C - How does the Promotion work?

6. The Promotion shall consist of three (3) prize draws (the '**Draws**') to be drawn as follows – 17th, 24th and 31st July 2021 unless otherwise terminated in the manner stipulated in these T&Cs. Each of the three

(3) Draws shall proclaim one (1) winner.

7. An eligible participant may win a Malta-to-Malta 7-night cruise for two people by participating in the Organisers' Draw in the manner detailed in Part C [How does the Promotion work?] of these T&Cs.

8. Without prejudice to Part B [Eligibility] of these T&Cs, all customers shopping at the Supermarkets and who spend more than €35 (the '**Purchase**') at either of the Supermarkets, as may be the case, are eligible to participate in the Promotion. Following the Purchase, and in order to participate in the Promotion, customers will be issued a coupon (the '**Coupon**') which they will need to deposit in one of the ballot boxes located at the exits of the Supermarkets.

9. When customers complete their Purchase by using either the PAVI Supermarket or PAMA Supermarket loyalty card, as applicable, the Coupon will automatically include the Participants' loyalty card number, linking the Coupon to its holder without the need for the Promotion participant to fill in the personal details in the space provided.

10. If customers do not use a loyalty card while carrying out the Purchase, they will have to fill in their personal details in the space provided on the Coupon. For further information on the Organisers' data protection practices, please refer to the Privacy Notices available at <https://www.pavipama.com.mt/privacy-policy/>.

11. The three (3) Draws shall be organised as follows; 17th July Draw, for Coupons placed in ballot boxes between 14th June and 16th July; 24th July Draw for Coupons placed in ballot boxes between 17th July and 23rd July; 31st July Draw for Coupons placed in ballot boxes between 24th July and 30th July.

12. A Draw of the Coupons will take place, wherein all customers that would have deposited their Coupon as stipulated in section 8 above and within the dates mentioned in section 11, shall get in the chance to win the Prize.

13. The Draw shall take place at the Organisers' Head Office by the on-duty PAMA Supermarket Shop-Floor Manager, in the presence of two (2) other representatives from the Organisers' Marketing Department.

14. The winning Coupon shall be signed by the on-duty PAMA Supermarket Shop-Floor Manager and one of the Marketing Department representatives.

15. The Winner cannot opt for different travel arrangements as those stipulated in the Prize and prize cannot be exchanged for cash

PART D – **Contacting the Winners**

16. A representative from the Organisers' Marketing Department shall contact the winner via telephone within three (3) working days from when the Coupon has been drawn, and the winner shall be asked to go to the Organisers' Head Office within one (1) week to retrieve the Prize. This verbal communication

shall be followed by an official letter to the Winner explaining how and when the Prize is to be retrieved in person.

17. The award of the Prize will be subject to the presentation, by the winner, of an official identification document.

18. The Organisers shall ask the winner to confirm the details and subsequently to sign a log-sheet indicating that the Prize has been retrieved.

19. The Prize may only be retrieved by the person whose details are written on the Coupon.

20. Without prejudice to section 19 below, if for any reason whatsoever:

- The winner is found to be ineligible in terms of these T&Cs;
- The winning Coupon is illegible or in any manner unable to be linked with a specific holder;
- The Organisers do not manage to contact a winner within five (5) working days from the prize draw;
- The winner fails to show up at the Organisers' Head Office when requested to do so by the Organisers;
or
- The winner fails to present identity documentation to the Organisers, as may be required, when claiming the Prize

the winning participant shall automatically forfeit his claim to the Prize.

Provided that the Organisers reserve the right to cause the forfeiture of the Prize in any case where a participant engages in any improper activity or uses the Promotion in a manner inconsistent with these T&Cs or any national laws or regulations.

Provided further that the Organisers reserve the right to take the appropriate administrative, and, or legal action, including criminal prosecution, as it may deem necessary in its sole discretion in the circumstances.

PART E – Modifications to and Termination of the Promotion

21. The Organisers reserve the right to modify any of the T&Cs set forth herein. In the case of any substantial changes, notice will be given on the Organisers' website <https://www.pavipama.com.mt/>. A participant should check this page regularly to keep abreast of any developments relating to the Promotion.

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

PART F – Miscellaneous

23. The Organisers will not be held responsible for any incorrect or inaccurate information supplied by participants.

24. To the extent permitted by law, the Promotion participants acknowledge and accept that the Organisers and their respective related companies, parent companies, subsidiaries, affiliates, and respective agents, and their agencies, suppliers and other entities involved in the development or execution of the Promotion or the production or distribution of Promotion materials, including any of the abovementioned entities' officers, representatives, and, or employees, shall not be held liable in the event of a customer suffering direct, indirect, incidental, special or consequential damages arising out of the Promotion or merchandise offered through the Promotion.

25. To the extent permitted by law, under no circumstances will a Promotion 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.

26. These T&Cs constitute the entire agreement between the customers and the Organisers pertaining to the subject matter herein and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written.

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

PART G – Governing Law and Jurisdiction

26. These T&Cs shall be regulated by the Laws of Malta and the Parties hereto hereby agree to submit any dispute arising out of or in connection with these T&Cs to the jurisdiction of the Maltese courts and, or tribunals.

Last updated: 8th June 2021