

Terms and conditions for Lucky Star Good Hope FM 2019 (Great Cook Giveaway)

- 1 This is a promotional competition called Lucky Star Good Hope FM 2019 (Great Cook Giveaway) (the "Competition") conducted by Lucky Star Ltd (Registration Number: 1946/022718/06) of 8th Floor, Oceana House, 25 Jan Smuts Street, Foreshore, Cape Town (the "Promoter") subject to the provisions of section 36 of the Consumer Protection Act, No. 68 of 2008 as amended ("CPA") and the regulations promulgated there-under, and the terminology used in the aforesaid CPA shall apply to the Competition.
- 2 The Competition is organised and run on behalf of the Promoter by Good Hope FM (SABC, Registration number: 2003/010037/07) of 209 Beach Road, Sea Point, Cape Town, 8005.
- 3 Except for those participants described in section 36(3)(b) of the CPA (see clause 9 below), the Competition is open to individuals who have a valid South African identity document or valid passport or refugee documents, are 18 years or older and are currently residing in the Republic of South Africa.
- 4 To enter the competition, participants being Good Hope FM radio listeners must call in to the studio and answer the question(s) from the host about Lucky Star Pilchards. The Competition will be aired during the following segments:
 - 4.1 Wednesday 18 September 2019 at 17h20;
 - 4.2 Wednesday 25 September 2019 at 17h20; and
 - 4.3 Wednesday 2 October 2019 at 17h20.The first caller to answer the question(s) correctly and who is not disqualified from entry as per clause 8 below, will be eligible to win the prize for that particular week.
- 5 Prizes consist of 1 x Lucky Star hampers for each winner (a total of 3 winners will be chosen, one winner will be chosen per week during the segments stated in 4.1 to 4.3 above).
- 6 The competition opens on 18 September 2019 and closes at midnight on 2 October 2019.
- 7 Participants will be notified that they have won when they call in to the station during the segments stated in clause 4 above with the correct answer(s) to the question(s) posed by the host(s). Good Hope FM will make arrangements directly with the winners to collect their prizes at the studio at 209 Beach Road, Sea Point, Cape Town, 8005.
- 8 Winners need to make their own necessary transportation arrangements to collect their prize from Good Hope FM's studio and neither the Promoter nor Good Hope FM shall be responsible for any costs in relation thereto nor any failure to collect a prize.
- 9 The prizes shall not be awarded to a director, member, partner, employee or agent of, or consultant, or their spouse, partner or members of their immediate family, of the Promoter or Good Hope FM or SABC, or any other person who directly or indirectly controls or is controlled by, the Promoter or Good Hope FM or SABC, or to a supplier of goods or services in connection with the competition. The Promoter reserves the right to request a winner to depose an affidavit confirming that he/she does not fall within this category of persons and must further upon request be able to verify their identity by providing a certified copy of their South African identity document, valid passport or formal refugee documentation.

- 10 Prizes are not transferable and will only be given to the winners and not a representative.
- 11 If for whatever reason the winner cannot be contacted or is disqualified in terms of clause 19 below, the prize will be forfeited to the Promoter for a reselection on the same basis that the original winners were selected.
- 12 By entering this competition, the participant acknowledges and agrees that the Promoter and Good Hope FM, its agents and representatives are granted the right to invite the participant, which invitation the participant has the right to decline, to participate in any marketing activity and use the footage and/or images of the participant in whole or part and in connection with the distribution, broadcasting and all advertising, marketing and promotions to do with the footage in relation to the Competition.
- 13 When a participant submits an entry and/or sends e-mails to the Promoter or Good Hope FM, that participant consents to receiving communications from the Promoter electronically and agrees that all agreements, notices, disclosures and other communications sent by the Promoter electronically satisfy any legal requirements, including but not limited, to the requirement that such communication should be "in writing".
- 14 A participant, by entering the competition, agrees and gives consent that the information provided to enter the competition may be stored and used for statistical purposes or for marketing purposes by the Promoter. Consent to use the participant's information is not a condition for entry in the competition and the participant has the right to withdraw such consent at any time by notifying the Promoter per telephone on number 021 415 8600 or per e-mail at info@luckystar.co.za.
- 15 Information collected from participants will be used by the Promoter and Good Hope FM only and will not in any way be transferred or made available to third parties except if it remains for the use by the Promoter or Good Hope FM only.
- 16 A participant will have the right to request from the Promoter details of the information held of the participant and to update and/or correct any of the information provided. The Promoter can be contacted for this purpose per telephone on number 021 415 8600 or per e-mail at info@luckystar.co.za.
- 17 No correspondence will be entered into and the Promoter's decision is final and binding, subject only to the supervision and certification of the competition by an independent accountant, registered auditor, attorney or advocate and the reporting thereon through the Promoter's internal audit reporting procedures.
- 18 When entering the competition, a participant acknowledges and agrees to these terms and conditions.
- 19 Should any participant or winner be found to be in contravention of any of these terms and conditions or in the opinion of the Promoters, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill of reputation of the Promoter, the Promoter reserves the right to disqualify such a participant or winner on written notice.
- 20 Facebook is in no way directly or indirectly liable for any communication in all forms pertaining to the competition. The competition is in no way sponsored, endorsed or administered by, or associated with Facebook and they shall in no way assume liability in whole or in part directly or indirectly, from participation in the competition by the participant or any action by the competition organisers.

- 21 The participant hereby acknowledges that any voluntary provision or disclosure of any information is provided to the Promoter and/or its organisers and not to Facebook.
- 22 The Promoter chooses as its *domicilium citandi et executandi* for all purposes under this competition, whether in respect of court process, notice or other documents or communication of whatsoever nature: 7th Floor, Oceana House, 25 Jan Smuts Street, Cape Town, 8001.
- 23 The Promoter has the right to terminate the competition immediately and without notice in the event that, due to reasons beyond its control, it is impossible to continue with the competition. In the event of such termination, all participants agree to waive any rights that they may have in terms of this competition and acknowledge that they will have no recourse against the Promoter, its directors, employees and agents.
- 24 The Lucky Star consumer helpline for enquiries is 0860 102 500.