

Terms and conditions for Lucky Star My New First Moment Instagram Competition

- 1 This is a promotional competition called Lucky Star My New First Moment Instagram Competition (the "Competition") conducted by Lucky Star Limited (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 thereunder, and the terminology used in the aforesaid CPA shall apply to the Competition.
- 2 This Competition is organised and run on behalf of the Promoter by VML South Africa (Pty) Ltd, company registration number 2000/017523/07 of G12, Old Castle Brewery Complex, 6 Beach Road, Woodstock, Cape Town ("VML").
- 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 South African identity number/valid passport/refugee documents, are 18 years or older and are currently residing in the Republic of South Africa.
- 4 To enter the Competition, Participants must share an Instagram story detailing what their #MyFirstMoment would be and how they would make it happen if they had R10,000.00. They must Like and tag @LuckyStarSA, tag 3 friends, save their story and DM it to Lucky Star. The winning entry will be chosen by the Promoter in its sole discretion based on the responses by Participants.
- 5 By submitting entries via Lucky Star social media platforms, the Participants warrant that the entries are their own original work(s) and that they are the owners in any intellectual property therein and grant the Promoter and its affiliated companies the perpetual royalty-free right, except where prohibited by law, to use the contents thereof for any purpose whatsoever including the right to name the winner of the prize in public and / or an any social media forum. The Promoter does not have any obligation to use the winning entry for any purpose.
- 6 The Prize consists of 1 cash prize of R10,000.00 for the winning entry.
- 7 The Competition opens on 8 July 2019 and closes at midnight on 16 September 2019.
- 8 The winner will be contacted via phone, email and / or by direct message to their social media account and their name will be published in a print ad in various printed publications and / or on the Promoter's website (www.luckystar.co.za) by 23 September 2019. The winner will be required to provide their valid South African banking account details to the Promoter in order for the prize to be paid to the winner.
- 9 The prize 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, to the Promoter or VML or any other person who directly or indirectly controls or is controlled by, the Promoter, 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 The prize is not transferable and will only be given to the winner and not a representative.
- 11 If for whatever reason the winner cannot be contacted or is disqualified in terms of clause 20 below, the prize will be forfeited to the Promoter for a reselection on the same basis that the original winner was selected.
- 12 By entering this competition, the Participant acknowledges and agrees that the Promoter, 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 By entering this Competition, the Participant acknowledges that neither the Promoter or VML, nor any of their agents, associated companies, directors, officers, employees or agents will be held liable to any winner for any loss, damage or harm caused, whether direct, indirect or consequential arising from any cause whatsoever, or by the acceptance and use of any prize awarded to any winner in this Promotion.
- 14 When a participant submits an entry and/or sends e-mails to the Promoter, 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".
- 15 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.
- 16 Information collected from participants will be used by the Promoter 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 only.
- 17 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.
- 18 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.
- 19 When entering the Competition, a participant acknowledges and agrees to these terms and conditions.
- 20 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.

- 21 Instagram 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 Instagram 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.
- 22 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 Instagram.
- 23 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.
- 24 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.
- 25 The Lucky Star consumer helpline for enquiries is 0860 102 500.