

Terms and conditions for “What’s your Ncaa with Lucky Star?” – Jozi FM (UNITED STATIONS)

- 1 This is a promotional competition called “What’s your Ncaa with Lucky Star?” (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 Except for those participants described in section 36(3)(b) of the CPA (see clause 9 below), the Competition is open to all South African residents. Participants (and/or parents/guardian) must have a valid South African bank account. Participants below the age of 18 must obtain their parents’ or guardian’s consent before entering the competition. Furthermore all participants must indicate a willingness to sign all compliance documentation.
- 3 The Competition will be run in partnership with the following radio station – Jozi FM (of United Stations) and various other participating radio stations.
- 4 These Terms & Conditions will apply to the competition as run by the Jozi FM radio station.
- 5 All participants can only participate in one of the participating radio stations. Participants who therefore participate on Jozi FM’s platform cannot participate in the Competition as run by the other radio stations.
- 6 The Competition will run over a period of 4 (four) weeks (20 July 2020 and end on 16th August 2020).
- 7 Participants must enter the Competition in the following manner:
 - 7.1 Week 1 (27 July 2020- 31 July 2020) and Week 2(3rd August 2020 – 07th August 2020)
 - 7.1.1 The call to entry for week 1 and 2 opens on 20 Jul 2020 and participants can enter the competition from Friday, 24th July 2020 and cut off for entry is Thursday, 06th August 2020(midday at 12:00).
 - 7.1.2 Every Tuesday and Thursday of Week 1 and 2, the radio station will host a live Q&A.
 - 7.1.3 In order to qualify for the live Q&A, participants(who are listeners of the above Jozi FM Radio station), must SMS “Ncaa with Lucky Star” to the radio stations SMS code. The radio station will then select two participants from those who entered.
 - 7.1.4 The two selected participants will compete in a live rapid fire Q&A. The participant who answers the most questions correctly wins R2000.
 - 7.1.5 This live Q&A will be hosted on the radio station and winners will be announced live on air by 28th July 2020, 31 July 2020, 4 August 2020 and 6 August 2020.
 - 7.2 Week 3 (10 August – 14 August 2020)
 - 7.2.1 The call to entry for week 3 opens on 06th August 2020(midday at 12:00) and cut off for entries will be the 14th of August 2020(midday at 12:00).
 - 7.2.2 For week 3, the competition announcement of the winner will take place on Tuesday(11 August 2020) and Friday(14 August 2020).
 - 7.2.3 Participants have to buy all 3(three) of the Lucky Star products and send a photo of the three products to the Jozi FM stations Whatsapp line. A WhatsApp line will be provided by Jozi FM.

- 7.2.4 When sending the image, the participant needs to include a guess as to what the 4th mystery product will be. A panel of radio presenters, of Jozi FM, will adjudicate which participants will be the winner of the prize for week 3.
- 7.2.5 There will 1(one) winner of R2000 announced live on air by 11 August 2020.
- 7.2.6 There will be 1(one) Grand Prize winner on the Friday who will be awarded R 8000.
- 8 Winners will be announced live on each station during each stage of the competition. Winners will be announced and published on the Social media platforms of Lucky Star (Instagram, Facebook and/or Twitter) and on the Promoter's website (www.luckystar.co.za). Follow up telephonic calls will be made to the winners by Jozi FM station.
- 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, to the Promoter 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 Prizes are 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 winners were selected.
- 12 Each winner in the above phases will be required to sign compliance documents before payment is made. One Creative Agency(Pty)Ltd (Reg 2017/334186/07), as an agent of the Promoter, will make prize fulfilment subject to the receipt of compliance documents and verified bank account details of the winners.
- 13 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 be present at the drawing of winners' names or at the announcement of the winners, 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.
- 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 Jozi FM, Twitter, Facebook and Instagram are 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 Jozi FM station, Twitter, Facebook, 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 Jozi FM station, Twitter, Facebook, 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.