

EXECUTIVE SUMMARY- PROMOTIONAL TERMS & CONDITIONS

Internal Details:

Group Company contracting:	Lucky Star Ltd
Contract Owner:	Rapula Pitsoe / Anchen Myburgh

Promotion/ Competition Details:

Promotion/Competitions's Name:	YFM #Myfirstmoments 2019 Elections Promotion
Promotion/ Competition Start Date:	6 May 2019
Promotion/ Competition End Date:	8 May 2019
Prizes:	Five cash prizes of R2,000.00 and an invitation for the winners and a guest to attend the Lucky Star breakfast with Chef Kabelo
Prizes Value:	R10, 000.00
Winner Publication Date:	10 May 2019
Entry Requirements:	YFM listeners to share stories related to their first moments in connection with voting, elections and democracy via Facebook and / or Twitter and / or the YFM mobile application.
Participant Eligibility:	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
Winner Notification Method:	via phone, email, YFM social media channels and / or announcement on air of winners

Terms and conditions for YFM #Myfirstmoments 2019 Elections Promotion

- 1 This is a promotional competition called YFM #Myfirstmoments 2019 Elections Promotion (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 This Competition is organised and run on behalf of the Promoter by Yired (Pty) Ltd, registration number 1996/04304/07 of 4 Albury Road, Dunkfield West Extension 8, Sandton, trading as YFM, broadcasting on 99.2FM.
- 3 Except for those participants described in section 36(3)(b) of the CPA (see clause 10 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 submit stories related to their first moments in connection with voting, elections and democracy via YFM's Facebook and / or Twitter accounts and / or the YFM mobile application, as described in the YFM broadcasts relating to this Competition. Winning entries will be chosen by YFM in its sole discretion based on the submissions by participants.
- 5 By submitting entries via YFM's Facebook and / or Twitter accounts or the YFM mobile application, the participants warrant that the entries are their own original work(s) and that they are the owners of any intellectual property therein and grant YFM and 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(s) of the prize(s) in public and / or any social media forum. The Promoter does not have any obligation to use the winning entries for any purpose.
- 6 Prizes consist of five cash prizes of R2,000.00 (two thousand rand) each and an invitation for the winners and one guest each, to attend the Lucky Star breakfast with Chef Kabelo. Should the winners and their guests wish to accept the invitation to attend the breakfast, they must be available at YFM studios at corner 4 Albury Road, Dunkfield West Extension 8, Hyde Park, Sandton on a date and at a time to be communicated to them by YFM and / or the Promoter, in order to attend the Lucky Star breakfast with Chef Kabelo.
- 7 YFM will be responsible for communicating with winners directly for making arrangements for and payment of the prize monies to the winners.
- 8 The competition opens on 6 May 2019 and closes at midnight on 8 May 2019.
- 9 Winners will be contacted via phone, email or announcement on air by YFM of winners and names will be published on YFM Facebook and / or Twitter accounts and the YFM mobile application as well as on the Promoter's website (www.luckystar.co.za) by 10 May 2019.
- 10 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 YFM or the Promoter or any other

person who directly or indirectly controls or is controlled by, YFM or the Promoter, or to a supplier of goods or services in connection with the Competition. YFM and 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.

- 11 Prizes are not transferable and will only be given to the winner and not a representative.
- 12 If for whatever reason the winner cannot be contacted or is disqualified in terms of clause 21 below, the prize will be forfeited to the Promoter for a reselection on the same basis that the original winners were selected.
- 13 YFM and the Promoter assume no responsibility 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. YFM and the Promoter are not responsible for any problems or technical malfunction of any network, computer online systems, services or providers, computer equipment software, failure of any entry to be received by YFM on account of technical problems, human error, traffic congestion on any network or the internet or website or any combination thereof.
- 14 By entering this competition, the participant acknowledges and agrees that YFM and 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, without any remuneration payable to any participant or guest for the use of such footage and / or images.
- 15 When a participant submits an entry and/or sends e-mails to YFM or the Promoter, that participant consents to receiving communications from YFM or the Promoter electronically and agrees that all agreements, notices, disclosures and other communications sent by YFM or the Promoter electronically satisfies any legal requirements, including but not limited, to the requirement that such communication should be "in writing".
- 16 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 YFM and 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 YFM or the Promoter per telephone on number 021 415 8600 or per e-mail at info@luckystar.co.za.
- 17 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.
- 18 A participant will have the right to request from YFM and 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.

- 19 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.
- 20 When entering the competition, a participant acknowledges and agrees to these terms and conditions.
- 21 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.
- 22 YFM's Facebook and Twitter accounts and the YFM mobile application 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 or Twitter 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.
- 23 The participant hereby acknowledges that any voluntary provision or disclosure of any information is provided to YFM and the Promoter and/or its organisers and not to Facebook or Twitter.
- 24 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.
- 25 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.
- 26 The Lucky Star consumer helpline for enquiries is 0860 102 500.