

AFTERNOON EXPRESS & LUCKY STAR LTD COMPETITION TERMS AND CONDITIONS

Important clauses which may limit our responsibility, place an obligation on you to indemnify us, involve an acknowledgment of any fact or involve some risk for you will be in bold and italics. You must pay special attention to these clauses.

1. Introduction

- 1.1 The Afternoon Express & Lucky Star Ltd Competition (**Competition**) will be run by Cardova Trading (Pty) Ltd (Registration Number: 2010/007686/07, of 41 Bell Crescent, Westlake Business Park, Westlake, Cape Town) in association with Lucky Star Ltd(Registration Number: 1946/022718/06, of 8th Floor, Oceana House, 25 Jan Smuts Street, Foreshore, Cape Town) (**Organisers/we/us/our**).
- 1.2 Each person entering the Competition (**entrants/you/your**) and/or accepting a Prize in terms of this Competition agrees and accepts that the Competition rules as set out in these terms and conditions are binding on him/her.

2. Competition Period

Entries for the Competition will open at 17h30 PM on Thursday, 20 May 2021 and will close at 12h00 PM (noon) on Friday, 21 May 2021 (**Competition Period**).

3. Who can enter

- 3.1 In order to be eligible to enter the Competition:
- 3.1.1. you must be a legal, permanent resident of the Republic of South Africa;
 - 3.1.2. you must be at least 18 (eighteen) years of age or older;
 - 3.1.3. if you are younger than 18 (eighteen) years of age, you must be assisted by a parent/legal guardian, who approves of, and consents to you entering the Competition and to your possible possession and use of the prize; and
 - 3.1.4. you must be a natural person.
- 3.2. Notwithstanding clause 3.1, you are not eligible to enter this Competition if:
- 3.2.1. you are a director, member, partner, employee, agent or consultant of the Organisers, or any other person who directly or indirectly controls or is controlled by the Organisers;
 - 3.2.2. you are an immediate family member of any of the persons specified in clause 3.2.1; or
 - 3.2.3. you are a supplier of goods or services in connection with the Competition.

4. How to Enter

4.1.1. Reply to the Facebook or Twitter or Instagram Competition posts that are posted on the Espresso Facebook page (www.facebook.com/expressoshow.sabc3) or Espresso Twitter Page (<https://twitter.com/expressoshow>) or Instagram (<https://www.instagram.com/expressoshow>) during the Competition Period and comment on the Competition post by responding to the following: "Tell us what dish you would make with a tin of LUCKY STAR TUNA."

4.1.2. To be valid, an entry must include the hashtag #LuckyStarSA

4.2. Once you meet the requirements set out in clause 3 above and this clause 4, you will automatically be entered into the Competition.

4.3. There is no restriction on the number of times you may enter, provided that each entry is unique (i.e. not the same answer).

4.4. No automated entries will be allowed. Entries must be made manually by a natural person.

4.5. If your entry is submitted in a manner that in the sole discretion of the Organisers will provide you with an unfair advantage over other entrants, you will be disqualified from the Competition.

4.6. ***You are required to attend to the cost for your entry, including standard internet costs.***

5. How the Winner is determined

5.1. We will randomly draw 1 person (**Winner**) in total from all valid entries received across the three social media platforms, Facebook, Instagram and Twitter, during the Competition Period by means of an automated system as Winner of the Prize. This draw will take place within 3 (three) days of the Competition Period closing, subject to clauses 5.2 and 7.2.

5.2. We will notify the Winner by commenting on the Winner's entry post within 24 (twenty-four) hours from determination of the Winner to request a copies of the Winner's identification document in order to validate his/her entry and to request further contact details. ***The Winner will be required to provide an electronic copy of his/her identification document within 3 (three) days from being requested by us, failing which the Winner will forfeit the Prize and have no claim against us.***

5.3. ***If a Winner does not reply to the notification message sent by us within 3 (three) days of it being sent by us, that Winner will forfeit the Prize and will have no claim against us. In the event of a forfeiture as contemplated herein, we shall have the right to select a different entrant on the same conditions.***

5.4. The Winner may also be announced live on AFTERNOON EXPRESS once the Winner is confirmed.

6. The Prizes

6.1. The Winner will receive a Lucky Star Ltd Hamper to the value of R1 000.00 **(Prize)**.

6.2. The Prize excludes all items not mentioned in clause 6.1 and may differ from images or items used in marketing material for the Competition.

6.3. We will contact the Winner to receive all necessary information to deliver the Prize and the Prize shall be delivered to the Winner at an address within the Republic of South Africa within 20 (twenty) business days from confirmation of the Winner.

6.4. The Prize, or any part thereof, may not be exchanged for cash, nor any other item. Prizes are not transferable. We reserve the right to substitute the Prize, or part thereof, with any other prize of a similar commercial value.

7. General

7.1. Any reference to the Organisers/we/us/our includes the directors, members, partners, sponsors, agents or consultants of the Organisers, where the context allows for it.

7.2. The Winner will only be confirmed once a valid copy of his/her identification document is received and a validation process has taken place.

7.3. The Organisers' decision regarding any matter concerning the Competition and/or arising out of these terms and conditions, including the determination of the Winner, is final and no correspondence will be entered into.

7.4. Where relevant, if a Winner does not accept the Prize as required herein, if an entry is not valid for whatever reason, if a Winner has breached these terms and conditions, if a Winner renounces the Prize or we deem such Winner to have renounced the Prize, we reserve the right to declare the Prize forfeited and/or choose a new Winner.

7.5. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the entrants or the Organisers in terms of the Consumer Protection Act, 68 of 2008.

7.6. *We will need to process your personal information to validate your entry as well as to contact you to offer you products and, if you are a Winner, to make the Prize available to you. By entering this Competition, you specifically and expressly consent to us processing your personal information for these*

purposes and you specifically and expressly consent to us contacting you for marketing purposes. The information provided to enter the Competition may be stored and used for statistical purposes or for marketing purposes by the Organisers. Consent to use the entrants' information is not a condition for entry into the Competition and you (the entrant) have the right to withdraw such consent at any time by notifying the Organisers using the details provided below:

Per telephone: 021 415 8600 or 021 110 5550

Per e-mail: info@luckystar.co.za or competitions@cardova.tv

7.7. We assume no risk and/or liability whatsoever for the failure of any technical element in the Competition which may result in your entry not being successfully submitted and/or the Winner not successfully receiving or taking up the Prize. Once the Winner accepts the Prize, the Winner accepts the Prize at his/her own risk.

7.8. We assume no liability whatsoever for any direct or indirect loss, harm or damage arising from your participation and/or any Prize awarded in the Competition or for any loss or damage, howsoever arising. All persons, whilst participating in this Competition, indemnify and hold us harmless for any loss, damage, harm or injury (whether arising from negligence or otherwise) which may be sustained as a result of any claim, costs, expense, loss or damages which may be made by any third party.

7.9. If required by the Minister of Trade and Industry, the National Consumer Commission or for whatever other reason, we will have the right to modify or terminate this Competition with immediate effect and without notice of such modification or termination. In such event, all entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.

7.10 By entering this Competition, you acknowledge and agree that the Organisers, its agents and representatives are granted the right to invite the entrant, which invitation the entrant has the right to decline, participate in any marketing activity and use the footage and/or images of yourself (the entrant) 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.

7.11 When you submit an entry and/or send e-mails to the Organisers, you consent to receiving communications from the Organisers electronically and agree that all

agreements, notices, disclosures and other communications sent by the Organisers electronically satisfy any legal requirements, including but not limited, to the requirement that such communication should be “in writing”.

7.12. Should you (any entrant or winner) be found to be in contravention of any of these terms and conditions or in the opinion of the Organisers, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill of reputation of the Organisers, the Organisers reserves the right to disqualify such an entrant or Winner on written notice.

7.13. The Competition is in no way sponsored, endorsed or administered by Facebook, Instagram and Twitter and any correspondence related to the Competition should be directed at us and not Facebook, Instagram or Twitter. Facebook, Instagram and Twitter are in no way directly or indirectly liable for any communication in all forms pertaining to the Competition. Facebook, Instagram and Twitter shall in no way assume liability in whole or in part directly or indirectly, from participation in the Competition by the entrant or any action by the Organisers.

7.14. You hereby acknowledge that any voluntary provision or disclosure of any information is provided to the Organisers and/or its organisers and not to Facebook, Instagram and Twitter.

7.15. Cardova Trading (Pty) Ltd chooses 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 41 Bell Crescent, Westlake Business Park, Westlake, Cape Town, 7945. Lucky Star 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.

7.16The Organisers have the right to terminate or amend the terms and condition of the Competition immediately and without notice in the event that, due to reasons beyond its control, it is impossible to continue with the Competition or it is necessary to make such amendments. In the event of such termination or amendment, all entrants agree to waive any rights that they may have in terms of this Competition and acknowledge that they will have no recourse against the Organisers, its directors, employees and agents.

7.17. The Lucky Star consumer helpline for enquiries is 0860 102 500. Alternatively, you may also call 021 110 5550 for Competition related queries.