

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:	Gagasi FM – My Vote My Choice Promotion 2019
Promotion/ Competition Start Date:	6 May 2019
Promotion/ Competition End Date:	8 May 2019
Prizes:	Six cash prizes of R1,500.00
Prizes Value:	R9, 000.00
Winner Publication Date:	10 May 2019
Entry Requirements:	Participants to post a picture of their fist with the word "vote" written on it to Facebook with the hashtag #MyFirstMoments and tag one friend, @Gagasi FM and @Lucky Star, as a pledge to vote in the 2019 elections.
Participant Eligibility:	Individuals who have a South African identity number, are 18 years or older and are currently residing in the Republic of South Africa
Winner Notification Method:	Winners will be announced on air on Gagasi FM

Terms and conditions for Gagasi FM My Vote My Choice Promotion

- 1 This is a promotional competition called Gagasi FM My Vote My Choice 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 Radio iGagasi 99.5 (Pty) Ltd , registration number 1997/006698/07 of U128, Cornubia Mall, Flanders and Tacoma Drive, Blackburn Estate, Mount Edgecombe, trading as Gagasi FM, broadcasting on 99.5FM.
- 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, are 18 years or older and are currently residing in the Republic of South Africa.
- 4 To enter the competition, participants must take photographs of their fists with the word 'vote' written on it and post this to Gagasi's Facebook page with the hashtag #MyFirstMoments tagging one friend, @Gagasi FM and @Lucky Star. Winning entries will be chosen by Gagasi FM in its sole discretion based on the submissions by participants.
- 5 By submitting entries via Gagasi FM's Facebook account, 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 Gagasi FM 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 six cash prizes of R1,500.00 (one thousand five hundred rand) each for a winning entry poster and one tagged friend per winning post.
- 7 Gagasi FM 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 announced on air by Gagasi FM and names will be published on Gagasi FM and Lucky Star's Facebook accounts 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 Gagasi FM or the Promoter or any other person who directly or indirectly controls or is controlled by, Gagasi FM or the Promoter, or to a supplier of goods or services in connection with the Competition. Gagasi FM and the Promoter

reserve 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.

- 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 Gagasi FM 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. Gagasi FM 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 Gagasi FM 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 Gagasi FM 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 Gagasi FM or the Promoter, that participant consents to receiving communications from Gagasi FM or the Promoter electronically and agrees that all agreements, notices, disclosures and other communications sent by Gagasi FM 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 Gagasi FM 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 Gagasi FM 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 Gagasi FM and 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 Gagasi FM and the Promoter only.

- 18 A participant will have the right to request from Gagasi FM 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 Gagasi FM and the Promoter's Facebook accounts 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 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.
- 23 The participant hereby acknowledges that any voluntary provision or disclosure of any information is provided to Gagasi FM and the Promoter and/or its organisers and not to Facebook.
- 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.