

Terms and conditions for Lucky Star First Moments Promotion 2019

- 1 This is a promotional competition called Lucky Star Taste of Home Promotion 2019 (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 VML South Africa (Pty) Ltd, company registration number 2000/017523/07 of G12, Old Castle Brewery Complex, 6 Beach Road, Woodstock, Cape Town.
- 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 The Competition consist in two phases on Lucky Star’s Facebook platform where participants will be invited to comment to posts from the Lucky Star Social Media Manager. For the periods from:
 - 4.1 15 May to 22 May Participants will be asked to comment and describe what they love most about their family gatherings; and from
 - 4.2 16 August to 23 August Participants will be asked to comment and describe how they bring the Taste of Home to their families.
- 5 One winner will be chosen from the comments received for each phase of the promotion and the winning entries will be chosen by the Promoter in its sole discretion based on the comments received from participants.
- 6 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 of 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(s) of the prize(s) in public and / or on any social media forum. The Promoter does not have any obligation to use the winning entries for any purpose.
- 7 The prize for each phase of the promotion consists of one Lucky Star product hamper to the value of R400.00 (four hundred rand) and one R2000.00 (two thousand rand) shopping voucher (from a retailer at the sole discretion of the Promoter) for each winner.
- 8 The promotion opens on 15 May 2019 and closes at midnight on 23 August 2019.
- 9 Winners will be contacted by private / direct message on the social media platforms where they entered the Competition and their names will be published on Lucky Star social media platforms as well as on the Promoter’s website (www.luckystar.co.za) by 6 September 2019. The winners will be required to provide an address in the Republic of South Africa at which their prize will be delivered.
- 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 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.

- 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 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, 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 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.
- 15 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".
- 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 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 .
- 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 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 Facebook, Twitter and 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 Facebook, Twitter and 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.
- 23 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 Facebook, Twitter and Instagram.
- 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.