



Group Company contracting:	<b>Lucky Star Ltd</b>
Contract Owner:	<b>Lucky Star Brand team</b>

**Promotion/ Competition Details :**

Promotion/Competitions' Name:	<b>The Lucky Strides (Flip Flop) Competition</b>
Promotion/ Competition Start Date:	24 November 2023
Promotion/ Competition End Date:	Midnight 30 November 2023
Prizes:	10 x R1,000.00 Superbalist shopping vouchers
Prizes Value:	10 x R1,000.00 Superbalist shopping vouchers – with a total value of R10,000.00
Winner Publication Date:	Winners will be announced on 1 December 2023
Entry Requirements:	<p><b>Superbalist Shopping vouchers</b></p> <p>Participants will be required to tag Lucky Star in a post of a picture where they are wearing a pair of the new Lucky Star Flip Flops to stand a chance of winning 1 of 10 Superbalist shopping vouchers, valued at R1,000.00 each.</p> <p>#LuckyStrides. Ts &amp; Cs Apply</p>
Participant Eligibility:	Participant must be 18 years or older, must reside in South Africa and have a valid South African ID number.
Basis of determining a winner	Winners will be selected through a randomiser tool and vetted by the Brand team
Winner Notification Method:	Social Platforms

## **Terms and conditions for the invitation and selection process for the Lucky Strides (Flip Flop) Competition**

- 1 This is a promotional competition called The Lucky Strides (Flip Flop) Competition (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 thereunder, 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 8 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.
- 3 To participate, Participants must; -
  - 3.1 Buy a pair of the latest Lucky Strides Flip Flop at any Pep store nationwide, and
  - 3.2 Post a picture of themselves (the Participant) wearing a pair of the latest Lucky Strides Flip Flops on their social media (Facebook, Instagram or Twitter), tagging the official Lucky Star brand account, and using the hashtag #LuckyStrides in their post.  
("Participants")
- 4 The prize up for grabs will be 1 of 10 Superbalist Shopping Vouchers, valued at R1,000.00 (one thousand rand) each. ("Prizes").
- 5 10 (Ten) winners will be selected (each referred to as a "Winner" or collectively the "Winners") by representatives of Lucky Star and / or its marketing agents by using a randomiser tool, based on the post entries made by Participants (as described in clause 3) via the social media platforms.
- 6 Lucky Star will publish the names of the 10 (ten) Winners on Lucky Star's various social media platforms, on Friday, 1 December 2023.
- 7 The Competition opens on 24 November 2023 and closes at midnight on 30 November 2023.
- 8 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, of 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.
- 9 Prizes are not transferable and will only be given to the Winner and not a representative.
- 10 If for whatever reason the Winner cannot be contacted or is disqualified in terms of clause 8 or 15 below, the Prize will be forfeited to the Promoter for a reselection on the same basis that the original winners were selected.
- 11 By entering this Competition, the Participant acknowledges and agrees that the Promoter, its agents and representatives invite the Participant, which invitation the Participant has the right to decline, to be present at the announcement of the Winners and to participate in any marketing activity and the right to use the music, 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 music, footage and/or images in relation to the Competition.
- 12 In this clause 12, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

- “Personal Information” means information relating to an identifiable, living natural person, or an identifiable juristic person including as defined in POPI;
- “POPI” means Protection of Personal Information Act, Act 4 of 2013;
- “Processing Notice” means the Oceana Procurement and Marketing Processing Notice accessible on the website [www.oceana.co.za](http://www.oceana.co.za). or which can be provided on request.

12.1 In terms of a variety of data privacy laws applicable around the world, including the POPI, where a person processes another’s Personal Information, then in such an event, the person processing the Personal Information may only do so if such processing is lawful, legitimate and responsible and is done in accordance with the provisions of the data privacy laws, including POPI.

12.2 The Promoter, in order to conduct this Competition, will have to process certain Personal Information, which is owned or held by the Participant.

12.3 In order to comply with the provisions of these data privacy laws, including POPI, the Promoter must:

12.3.1 provide a data subject (the Participant) with a number of details pertaining to the processing of the data subject’s Personal Information, before such information is processed, which details are housed under the Processing Notice, which the Participant is requested to read; and

12.3.2 obtain consent from the data subject to process its Personal Information, unless such processing: is necessary to carry out actions for the conclusion or performance of a contract to which the data subject is a party; is required in order to comply with an obligation imposed by law; is necessary to protect or pursue the legitimate interest (s) of the data subject, the Promoter or a third party to whom the Personal Information is provided to; or is necessary for the proper performance of a public law duty by a public body.

12.4 The Participant hereby agrees to read the Processing Notice and in this regard consents to the Promoter processing its Personal Information, save where such consent is not required as per the provisions of clause 12.3.2 above, the Participant accepting that the Promoter in such cases is lawfully able to process such Personal Information without its consent.

13 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.

14 When entering the Competition, a Participant acknowledges and agrees to these terms and conditions.

15 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.

16 Facebook, Instagram and/or Twitter 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, Instagram and/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.

- 17 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, Instagram and/or Twitter.
- 18 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.
- 19 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.
- 20 The Lucky Star consumer helpline for enquiries is 0860 102 500.