



Group Company contracting:	Lucky Star Ltd
Contract Owner:	Lucky Star Brand team

Promotion/ Competition Details:

Promotion/Competitions' Name:	Soweto Kota Festival 2024 Competition (Entry giveaway)
Promotion/ Competition Start Date:	Friday, 30 th August 2024
Promotion/ Competition End Date:	Midnight, Tuesday 3 rd September 2024
Prizes:	5 x double ticket entries to the Soweto Kota Festival 2024 The total amount of Winners will be 5, they will each win tickets for themselves and a friend that they have tagged.
Prizes Value:	Each ticket is valued at R100 (R200 per bundle).
Winner Publication Date:	Winners will be announced on Wednesday, 4th September 2024
Entry Requirements:	Stand a chance to be 1 of 5 lucky winners to receive double general entries to this year's Soweto Kota Festival 2024. <u>To enter simply:</u> Tag a friend you would like to go with to the festival in the comment section of the post and make sure they follow anyone of our Social Media pages. Remember to use our hashtags #TheTasteOfHome #LuckyStarSA
Participant Eligibility:	Participants must be 18 years or older, must reside in South Africa, and have a valid South African ID number.
Basis of determining a winner	The winners will be selected through a randomizer tool and vetted by the Brand team
Winner Notification Method:	Social Platforms

THE TERMS AND CONDITIONS FOR THE FOLLOWING COMPETITION: SOWETO KOTA FESTIVAL 2024 COMPETITION

- 1 This is a promotional competition called Soweto Kota Festival 2024 Competition (the "**Competition**").
- 2 The Competition is conducted by Lucky Star Ltd (Registration Number: 1946/022718/06) of 8th Floor, Oceana House, 25 Jan Smuts Street, Foreshore, Cape Town ("**Lucky Star**", "**We**" or "**Us**").
- 3 The Competition is subject to the provisions of section 36 of the Consumer Protection Act, No. 68 of 2008 (as amended from time to time) (the "**CPA**") and the regulations promulgated thereunder, and the terminology used in the CPA shall also apply to this Competition.
- 4 When you enter this Competition, you acknowledge and agree to these terms and conditions.
- 5 In the event that you do not comply with these terms and conditions or if in our opinion, you engage in conduct in entering or participating in the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of Lucky Star, we may disqualify you on written notice ("**Disqualified Persons**")

WHO MAY ENTER THE COMPETITION

- 6 You must be 18 years or older, be a South African citizen with an identity number and must reside in South Africa when you enter.
- 7 A director, member, partner, employee or agent of, or consultant, or their spouse, partner or members of their immediate family, of:
 - 7.1 Lucky Star;
 - 7.2 any other entity who directly or indirectly controls or is controlled by Lucky Star; or
 - 7.3 or any entity who is a supplier of goods or services in connection with the Competition;may not enter the Competition ("**Prohibited Persons**"). You will find this limitation in section 36 (3) b of the CPA.
- 8 We may ask a Winner of the Competition to depose an affidavit confirming that they do not fall within the category of Prohibited Persons and for the Winner to verify their identity by providing a certified copy of their South African identity document.

HOW TO ENTER THE COMPETITION

- 9 To participate, you must; -
 - 9.1 Follow any one of Lucky Star's official social media account and tag a friend that you would like to take with to the festival in the comment section of the Lucky Star's Competition social media post. Remember to use our hashtags **#TheTasteOfHome** and **#LuckyStarSA** when tagging your friend.

 ("**Participants**")

BY WHEN MUST YOU ENTER THE COMPETITION

- 10 The Competition will open on Friday, 30 August 2024 and you must submit your entry by no later than midnight on Tuesday, 3 September 2024.

WHAT ARE THE PRIZES

- 11 The prizes up for grabs will be 5 (five) x double general entry tickets to the Soweto Kota Festival 2024 valued at R200,00 (two hundred rand) per bundle (the "**Prizes**").

HOW WILL WINNERS BE SELECTED, WHEN AND HOW WILL THEY BE ANNOUNCED

- 12 Winners will be selected by (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.
- 13 We will announce and publish the names of the Winners on our various social media platforms, on the Wednesday, 4 September 2024, or shortly thereafter.
- 14 The Prizes will only be given to the selected Winners and will not be transferrable to another person, whether selected by the Winner or otherwise. Non-cash prizes may also not be exchanged for cash or any other prizes.
- 15 If for whatever reason we cannot make contact with you should you be a Winner, despite our reasonable efforts, or if you are a Disqualified Person or Prohibited Person, your Prize will be forfeited to us for a reselection on the same basis that you and the other Winners were selected.
- 16 We may require you to provide us with such additional information and documentation as we may reasonably require in order to process, confirm and facilitate your acceptance and/or use of a Prize.

CONSENTS AND HOW WE TREAT YOUR PERSONAL INFORMATION

- 17 By entering this Competition, you acknowledge and agree that Lucky Star, and our agents and representatives may invite you to attend an event where the Winners will be announced, handed their Prizes or any other related marketing activity. You also agree that we may use the music, footage and/or images that you may appear in at such event for marketing purposes. You have the right to decline such invitation and not attend the event.
- 18 In this clause 18, 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, as amended from time to time;

"Processing Notice" means the Oceana Procurement and Marketing Processing Notice accessible on the website www.oceana.co.za or which we can provide on request.

- 18.1 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.

18.2 Lucky Star, in order to conduct this Competition, will have to process certain Personal Information of you, and which is owned or held by you.

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

18.3.1 provide you with a number of details pertaining to the processing of the Personal Information, before such information is processed, which details are housed under the Processing Notice, and which you are requested to read; and

18.3.2 obtain consent from you to process your Personal Information, unless such processing: is necessary to carry out actions for the conclusion or performance of a contract to which you are a party; is required in order to comply with an obligation imposed by law; is necessary to protect or pursue your legitimate interest (s), or that of Lucky Star 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.

18.4 You hereby agree to read the Processing Notice and in this regard consents to us processing your Personal Information, save where such consent is not required as per the provisions of clause 18.3.2 above, in terms of which you accept that Lucky Star in such cases is lawfully able to process the Personal Information without your consent.

OTHER GENERAL TERMS

19 **You agree that your participation in the Competition, and your acceptance and/or use of the Prize, or any aspect thereof, is at your own risk.**

20 **Lucky Star, and our agents and representatives (collectively the “Indemnified Parties”) will not be liable for any loss, liability, injury, expense or damage of any nature, arising from any cause, which you may suffer due to participation in the Competition or the acceptance and/or use by you of any prize or by any action taken by the Indemnified Parties in accordance with these terms and conditions. The only exception would be where the Indemnified Parties have acted with intent, or where the Indemnified Parties’ actions are found to be grossly negligent, and in such event the Indemnified Parties’ liability will be limited to the total value of the Prizes in this Competition.**

21 No correspondence will be entered into and our decision in terms of the selection of Winners 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 Lucky Star’s internal audit reporting procedures.

22 Facebook, Instagram and X (formerly 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 X (formerly Twitter) and they shall in no way assume liability in whole or in part directly or indirectly, from participation in the Competition by you or any action by the Competition organisers.

- 23 You hereby acknowledge that any voluntary provision or disclosure of any information is provided to Lucky Star and its organisers and not to Facebook, Instagram and X (formerly Twitter).
- 24 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: 8th Floor, Oceana House, 25 Jan Smuts Street, Foreshore, Cape Town.
- 25 We have the right to terminate the Competition immediately and without notice in the event that, due to reasons beyond our reasonable control, it is impossible to continue with the Competition. In the event of such termination, you agree to waive any rights that you may have in terms of this Competition and acknowledge that you will have no recourse against Lucky Star, its directors, employees and agents.
- 26 All provisions and the various clauses of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, only to the extent that it is so unenforceable, be treated as though it had not been written and the remaining provisions and clauses of these terms and conditions shall remain of full force and effect.
- 27 These terms and conditions will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 28 The Lucky Star consumer helpline for enquiries is 0860 102 500.