

## Terms and conditions for “Shine On with Lucky Star” – Gagasi FM (MEDIAMARK)

- 1 This is a promotional competition called “Shine On with Lucky Star” (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 12 below), the Competition is open to all South African residents. Participants (and/or parents/guardian) must have a valid South African bank account. Participants below the age of 18 must obtain their parents’ or guardian’s consent before entering the competition. Furthermore, all participants must indicate a willingness to sign all compliance documentation.
- 3 The Competition will be run in partnership with various Radio Stations. Each Radio station will run the Competition separately.
- 4 These Terms & Conditions will apply to each competition as run by Mediamark (Pty) Ltd (Reg. Number : 1996/004747/07) on the following Radio Station Gagasi FM of Mediamark.
- 5 All participants can only enter the competition once and can only participate on one of the participating Radio stations. Participants who therefore participate on one Radio stations platform cannot participate in the Competition as run by other radio stations.
- 6 The Competition will run in different phases. Each participating radio station holds the right to determine which Phase of the Competition it will run.
- 7 The Competition will run over a period of 4(four) weeks.
- 8 Participants must enter the Competition in each Phase in the following manner:
  - 8.1 Phase 1(Week 1 and 2)
    - 8.1.1 The call to entry for this week 1 and 2 will open on 20<sup>th</sup> June 2022.
    - 8.1.2 Participants, who are listeners of the above Radio stations, are invited and asked to be asked to “Share the Shine” through a WhatsApp voice note telling the relevant Radio Station how their day/week took a turn for the better. A WhatsApp line will be provided for each Radio station.
    - 8.1.3 The radio show for the announcement of winners will be every Thursday and Friday (23&24 June 2022 and 30 June 2022 & 1 July 2022). Two winners will be selected every week. Each winner will receive R4000.
    - 8.1.4 The winner will be determined by radio stations & Lucky Star brand team submit a name and telephone number to a number provided by each radio station.
    - 8.1.5 Winners will be announced or contacted via the radio station or the relevant social media account.
  - 8.2 Phase 2 (Week 3 and 4)
    - 8.2.1 The call to entry for the Competition for this phase will open on 4<sup>th</sup> July 2022.
    - 8.2.2 Participants, who are listeners of the above Radio station, are invited to submit a voice recording/voice note of their “karaoke” version of ‘Shine On’ by Msaki & Sun’El.
    - 8.2.3 The voice note needs to be audible, original and entertaining. A WhatsApp line will be provided for each Radio station.

- 8.2.4 The radio show for the announcement of winners will be every Thursday and Friday (7&8 July 2022 and 14&15 July 2022). Two winners will be selected every week. Each winner will receive R4000.
- 8.2.5 The winner will be determined by radio stations & Lucky Star brand team submit a name and telephone number to a number provided by each radio station.
- 8.2.6 Winners will be announced or contacted via the radio station or the relevant social media account. All winners will be announced by the end of the competition 22 July 2022.
- 9 Prizes for each phase consist of:
- 9.1 Phase 1 (Week 1 -2) – R4 000 prize per winner.
- 9.2 Phase 2 (Week 3- 4) – R 4000 prize per winner.
- 10 The full campaign opens on 18<sup>th</sup> June 2022 and closes on 22<sup>nd</sup> July 2022. All Winners will be contacted or announced 22 July 2022, however Lucky Star reserves the right to amend the Winner announcement date. Lucky Star also reserves the right to disqualify a Winner if he/she cannot be contacted.
- 11 Winners will be announced live on each station during each stage of the competition. Winners will be announced and published on the Social media platforms of Lucky Star (Instagram, Facebook, WhatsApp and/or Twitter) and on the Promoter's website ([www.luckystar.co.za](http://www.luckystar.co.za)). Follow up telephonic calls will be made to the winners by –Gagasi FM.
- 12 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.
- 13 Prizes are not transferable and will only be given to the winner and not a representative.
- 14 If for whatever reason the winner cannot be contacted or is disqualified in terms of clause 23 below, the prize will be forfeited to the Promoter for a reselection on the same basis that the original winners were selected.
- 15 Each winner in the above phases will be required to sign compliance documents before payment is made. One Creative Agency(Pty)Ltd (Reg 2017/334186/07), as an agent of the Promoter, will make prize fulfilment subject to the receipt of compliance documents and verified bank account details of the winners.
- 16 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, 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.
- 17 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”.

- 18 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](mailto:info@luckystar.co.za). By entering the Competition, please note that in order for us to process this entry, the Promoter will have to process your/ the participants personal information, which processing will be subject to the Oceana Procurement And Marketing Processing Notice, which can be accessed by viewing it on the Oceana website under the following hyperlink <https://oceana.co.za/data-privacy/> .
- 19 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.
- 20 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](mailto:info@luckystar.co.za).
- 21 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.
- 22 When entering the competition, a participant acknowledges and agrees to these terms and conditions.
- 23 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.
- 24 The radio stations, Twitter, Facebook and Instagram 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 Radio station, Twitter, Facebook, 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.
- 25 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 Radio station, Twitter, Facebook, Instagram.
- 26 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.
- 27 Lucky Star has the right to terminate and/or amend the campaign immediately and without notice in the event that, due to reasons beyond its control, it is impossible to continue with the campaign or the campaign requires amendment. In the event of such termination or amendment, all participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will have no recourse against Lucky Star, its directors, employees and agents.
- 28 The Lucky Star consumer helpline for enquiries is 0860 102 500.