

Terms and conditions for Lucky Star Mo Fo Sho: Trader Promotion 2019

- 1 This is a promotional competition is called the Lucky Star Mo Fo Sho: Trader 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 Except for those participants described in in clause 7 below, the Competition is open to Lucky Star traders (represented by the owners, partners, directors (in the case of a company or sole proprietorship), members (in the case of a close corporation) and / or their employees authorised to enter the Competition on the Trader’s behalf who are currently residing in South Africa and have a valid identity document / passport / refugee documents and who are 18 years or older (in the case of sole proprietors and partnerships) or are registered and have a registered address in South Africa (in the case of companies and close corporations).
- 3 To enter the Competition, and stand a chance to win a shopping voucher to the value of R5,000.00 (five thousand rand) traders are required to:
 - 3.1 purchase 1 tray of Lucky Star canned pilchards product in any variant in either 400g, 215g or 155g can sizes at a participating wholesaler;
 - 3.2 using a cell phone, send a message to the Lucky Star’s WhatsApp number: 060 069 9864 and respond to the message they will receive by submitting a picture of their purchase receipt, clearly showing the store name, date and Lucky Star product purchased.
 - 3.3 the original receipt must be retained as proof of purchase;
 - 3.4 one entry per qualifying purchase is allowed.
 - 3.5 winners will be selected by means of random selection of the qualifying WhatsApp entries received.
- 4 Prizes consist of one R5,000.00 (five thousand rand) voucher per qualifying entry submitted, to be used at the wholesaler where the qualifying purchase was made.
- 5 The competition opens on 17 May 2019 and closes at midnight on 31 July 2019.
- 6 Winners will be contacted via the Whatsapp account they used to enter the Competition and winners names will be published on the Promoter’s website (www.luckystar.co.za) by 6 August 2019.
- 7 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.

- 8 Prizes are not transferable and will only be given to the winner or their authorised representative.
- 9 If for whatever reason the winner cannot be contacted or is disqualified in terms of clause 17 below, the prize will be forfeited to the Promoter for a reselection on the same basis that the original winners were selected.
- 10 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.
- 11 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".
- 12 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.
- 13 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.
- 14 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.
- 15 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.
- 16 When entering the competition, a participant acknowledges and agrees to these terms and conditions.
- 17 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 or reputation of the Promoter, the Promoter reserves the right to disqualify such a participant or winner on written notice.

- 18 WhatsApp 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 WhatsApp 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.
- 19 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 WhatsApp
- 20 The Promoter assumes 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. The Promoter is 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 on account of technical problems, human error, traffic congestion on any network or the internet or website or any combination thereof.
- 21 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.
- 22 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.
- 23 The Lucky Star consumer helpline for enquiries is 0860 102 500.