

## **TERMS AND CONDITIONS FOR LUCKY STAR VALENTINES PROMOTION 2019**

- 1 This is a promotional competition called Lucky Star Valentines Promotion 2019 (“Competition”) conducted by Lucky Star Ltd (Registration Number: 1946/022718/06) of 8th Floor, Oceana House, 25 Jan Smuts Street, Foreshore, Cape Town (“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/valid passport/refugee documents, are 18 years or older and are currently residing in the Republic of South Africa.
- 3 To enter the competition, and stand a chance to win a prize, participants must buy one shrink of 12 or 24 Lucky Star Pilchards in any variant at any store where the Competition is advertised, take a picture of the till slip and Whatsapp it to 060 069 9864.
- 4 A prize will consist of 1 set of 1x 12 litre and 1x 21 litre Hart branded stew pots per winner. Prizes in total for this Competition are limited to 25 sets. Prizes cannot be exchanged for cash.
- 5 The competition opens on 14 February 2019 and closes at midnight on 15 February 2019.
- 6 Winners will be selected by random draw.
- 7 Winners will be contacted by the store manager where the shrink was purchased and also published on the Promoter’s website [www.luckystar.co.za](http://www.luckystar.co.za) by 28 February 2019.
- 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, 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.
- 9 Prizes are not transferable and will only be given to the winner and not a representative.
- 10 If despite reasonable steps by the Promoter the winner cannot be contacted or the winner is disqualified in terms of clause 19 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 are granted the right to invite the participant, which invitation the participant has the right to decline, to be present at the drawing of the winners’ names, at the announcement of the winners and to participate in any marketing activity and are further granted the right to use the footage and/or images of the participant in whole or in part in connection with the promotion, marketing and any other communication relating to the Competition and the Promoter’s goods and services.

- 12 When a participant submits an entry and/or sends e-mails to the Promoter, that participant consents to receiving communications from the Promoter electronically.
- 13 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.
- 14 Consents set out in clauses 10, 11 and 12 are 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).
- 15 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.
- 16 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).
- 17 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.
- 18 When entering the competition, a participant acknowledges and agrees to these terms and conditions.
- 19 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.
- 20 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.
- 21 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.
- 22 The Lucky Star consumer helpline for enquiries is 0860 102 500.