

**COMPETITION RULES**  
**FOR**  
**TWINSAYER'S "STAND A CHANCE TO WIN YOUR SHARE OF R 1 MILLION"**  
**COMPETITION**

**1. Interpretation**

- 1.1 In the Competition Rules, unless the context clearly indicates a contrary intention, the following words and expressions shall have the meanings ascribed to them below, and cognate expressions shall have a corresponding meaning:
- 1.1.1 "**the Act**" means the Consumer Protection Act 68 of 2008;
- 1.1.2 "**Agency**" means D Whalley & Associates (Pty) Ltd t/a The Whalley Collective;
- 1.1.3 "**Business Day**" means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;
- 1.1.4 "**Competition Rules**" or "**Ts & Cs**" means the rules for the Promotional Competition contained herein, as required by Section 36 of the Act;
- 1.1.5 "**Indemnified Parties**" has the meaning ascribed thereto in clause 10.1.1 hereof;
- 1.1.6 "**Participant**" means any natural person who eligible in terms of clause 4.1 hereof and who enters the Promotional Competition in terms of clause 5 hereof;
- 1.1.7 "**Participating Products**" means the Twinsaver products to which this Promotional Competition pertains, as further described in clause 5.2.1 hereof;
- 1.1.8 "**Promoter**" means Main Street 1310 (Proprietary) Limited trading as Twinsaver Group;
- 1.1.9 "**Promotional Competition**" means the promotional competition, known as Twinsaver's "Stand a Chance to Win your Share of R 1 Million", to which these Competition Rules pertain, as run by the Promoter during the Promotion Period;
- 1.1.10 "**Promotion Period**" means the period commencing on 1<sup>st</sup> April 2020 at 08:00 and ending on the 30<sup>th</sup> June 2020 at 00h00;
- 1.1.11 "**Prizes**" means the prizes available to be won in the Promotional Competition, as further described in clause 6 hereof;
- 1.1.12 "**Unique Code**" has the meaning ascribed thereto in clause 5.2.2 hereof;
- 1.1.13 "**Website**" means <http://www.twinsaver.co.za>;
- 1.1.14 "**Winners**" means the Participants who are selected as winners in the Promotional Competition and are notified as such by the Promoter in terms of clause 7 hereof; and
- 1.1.15 "**Winner's Designated Bank Account**" has the meaning ascribed thereto in clause 7.5 hereof.

## 2. Introduction

- 2.1.1 The Promoter is promoting the Promotional Competition in terms of which Participants can enter the Promotional Competition during the Promotion Period in order to stand a chance to win the Prizes.
- 2.1.2 The Promoter hereby imposes the Competition Rules in terms of section 36 of the Act.
- 2.1.3 By entering the Promotional Competition, Participants agree to be bound by the Competition Rules.

## 3. The Consumer Protection Act

- 3.1 The Competition Rules contain certain terms and conditions which may:
  - 3.1.1 limit the risk or liability of the Promoter, or any relevant third party; and/or
  - 3.1.2 create risk or liability for the Participant; and/or
  - 3.1.3 compel the Participant to indemnify the Promoter or a relevant third party; and/or
  - 3.1.4 serve as an acknowledgement, by the Participant, of certain facts.

## 4. The Participant

- 4.1 To be eligible to enter the Promotional Competition, the Participant must be:
  - 4.1.1 a natural person and may not be a juristic person;
  - 4.1.2 18 years or older; and
  - 4.1.3 a permanent resident or citizen of the Republic of South Africa, residing in the Republic of South Africa.
- 4.2 The Participant, by entering the Promotional Competition, expressly acknowledges that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Promotional Competition and that he/she understands the Competition Rules and agrees to be bound thereby.
- 4.3 It is a material term of the Promotional Competition that all Participants to this Promotional Competition participate entirely at their own risk.
- 4.4 No director, member, partner, employee, agent or consultant of the Promoter, or their spouses, life partners, business partners or immediate family members, or a supplier of goods or services in connection with the Promotional Competition, may participate in the Promotional Competition.

## 5. How to enter

- 5.1 The Promotional Competition is an Unstructured Supplementary Service Data (USSD) based competition. Entry will only be via USSD and all networks are supported. A confirmation of entry will be sent via USSD to all successful entrants.
- 5.2 To enter the Promotional Competition, Participants are required to do the following:

- 5.2.1 during the Promotion Period, purchase any participating Twinsaver product, namely Twinsaver 2Ply 9's standard (350 sheet), Twinsaver 2Ply 18's, Twinsaver 3Ply 6's or Twinsaver Facial 180's box in White or Rainbow. The Twinsaver 2Ply 9's Mini's (200 sheet) is not included in this Promotional Competition;
- 5.2.2 during the calendar month in which the Participating Product referred to in clause 5.2.1 hereof is purchased, dial \*120\*8355\*UNIQUE CODE# and follow the prompts. The aforementioned unique code ("**Unique Code**") can be found as follows on the Participating Products:
  - 5.2.2.1 the Unique Code can be found on the inside of the packaging of the Twinsaver 2Ply 9's standard (350 sheet) and the Twinsaver 2Ply 18's; and
  - 5.2.2.2 the Unique Code can be found on the inside of the on-pack promotional sticker of the Twinsaver 3Ply 6's and Twinsaver Facial 180's box in White or Rainbow; and
- 5.2.3 complete the following further steps:
  - 5.2.3.1 enter their full name;
  - 5.2.3.2 enter their email address; and
  - 5.2.3.3 agree to the Competition Rules.
- 5.3 In the event that the Participating Product referred to in clause 5.2.1 hereof does not have a Unique Code or has a Unique Code which is illegible, then the Participant may during the calendar month referred to in clause 5.2.2 hereof enter the Promotional Competition in respect of that Participating Product by dialing \*120\*8355\*1# (instead of dialing the number referred to in clause 5.2.2 hereof), follow the prompts and complete the following further steps:
  - 5.3.1 enter his/her full name;
  - 5.3.2 enter his/her email address;
  - 5.3.3 enter the date of purchase of the Participating Product used to enter the Promotional Competition; and
  - 5.3.4 agree to the Competition Rules.
- 5.4 Entries are limited to 1 (one) entry per Participating Product purchased by a Participant during the Promotion period, provided that a Participant may not enter the Promotional Competition more than 10 (ten) times during any calendar month during the Promotion Competition, notwithstanding that the Participant may have purchased more than 10 (ten) Participating Products during that calendar month.
- 5.5 A Participant may only win 1 (one) Prize in the Promotional Competition.
- 5.6 Entries which are unclear, illegible, inaudible, incomplete or contain errors or false information will be declared invalid.
- 5.7 USSD sessions will be charged at 20c per 20 seconds. Free minutes do not apply. By entering the Promotional Competition, it will be deemed that the Participant and/or account payer has agreed to the charges.

- 5.8 Participants must retain their original till slip as proof of purchase of the Participating Product used to enter the Promotional Competition and must present same to the Promoter upon request.
- 5.9 The Promotional Competition is valid during the Promotion Period only.

## 6. The Prizes

- 6.1 By entering the Promotional Competition in the manner specified in the Competition Rules, a Participant stands a chance to win 1 (one) of the Prizes referred to in clause 6.2 below.
- 6.2 The Prizes available to be won in the Promotional Competition are as follows:
- 6.2.1 1 (one) of 3 (three) cash Prizes to the value of R100 000 (one hundred thousand Rand) each; or
- 6.2.2 1 (one) of 35 (thirty-five) cash Prizes to the value of R20 000 (twenty thousand Rand) each.
- 6.3 The Prizes are not be transferable or exchangeable.
- 6.4 The Promoter will not be held responsible for money paid into the incorrect bank account as long as the banking details in which the money was paid into has been specified by the Winner.
- 6.5 The Prize does not cover any other costs of the Winner whatsoever.

## 7. The Draws

- 7.1 The Winners of the Prizes will be selected by random draws, as described in clause 7.4 below. The random draws will be conducted for and on behalf of the Promoter by the Agency.
- 7.2 The Winners will be notified telephonically within 2 (two) weeks of the selection having taken place, using the telephone number that each Winner used to enter the Promotional Competition. In the event that any of the Winners cannot be successfully contacted following reasonable attempts to do so, the Promoter reserves the right to declare that Winner's Prize forfeited and to draw another Winner in substitution.
- 7.3 The names of the Winners will be announced on the Website. Any queries in this regard may be directed to the Twinsaver Care line 0860 777 111.
- 7.4 The random draws to determine the 38 (thirty-eight) Winners in the Promotional Competition will conducted as follows:
- 7.4.1 First draw, to be conducted within 5 (five) days after the end of April 2020, which will be conducted in respect of the entries into the Promotional Competition received from Participants during April 2020 in respect of Promotional Products that were purchased by them during April 2020: 13 (thirteen) Winners will be selected, comprising 1 (one) Winner of a R100,000 (one hundred thousand Rand) Prize and 12 (twelve) winners of a R20,000 (twenty thousand Rand) Prize each. These Winners will be announced on or about the 8<sup>th</sup> May 2020;

- 7.4.2 Second draw, to be conducted within 5 (five) days after the end of May 2020, which will be conducted in respect of the entries into the Promotional Competition received from Participants during May 2020 in respect of Promotional Products that were purchased by them during May 2020: 13 (thirteen) Winners will be selected, comprising 1 (one) Winner of a R100,000 (one hundred thousand Rand) Prize and 12 (twelve) winners of a R20,000 (twenty thousand Rand) Prize each. These Winners will be announced on or about the 5<sup>th</sup> June 2020; and
- 7.4.3 Third draw, to be conducted within 5 (five) days after the end of June 2020, which will be conducted in respect of the entries into the Promotional Competition received from Participants during June 2020 in respect of Promotional Products that were purchased by them during June 2020: 12 (twelve) Winners will be selected, comprising 1 (one) Winner of a R100,000 (one hundred thousand Rand) Prize and 11 (twelve) winners of a R20,000 (twenty thousand Rand) Prize each. These Winners will be announced on or about the 10<sup>th</sup> July 2020.
- 7.5 Each Winner selected must provide his/her name, ID number, contact details and South African banking details (“**Winner’s Designated Bank Account**”), and produce the original till slip as proof of purchase of the relevant Participating Product that was used to enter the Promotional Competition during the Promotion Period, as well as a certified copy of his/her valid proof of identity (namely, a green bar coded ID book, a bar coded ID card, passport or drivers licence) in order to qualify and be declared as a Winner. The Promoter may require the Winner to provide it with such further information and/or documentary proof as the Promoter may reasonably require in order to verify any of the Winner’s above-mentioned details and/or to verify that the Winner has complied with the Competition Rules. The Winner’s Designated Bank Account may not be a third party’s bank account. A till slip which is illegible or which has been altered, defaced or otherwise tampered with may be rejected by the Promoter as proof of purchase of the relevant Participating Product that was used to enter the Promotional Competition during the Promotion Period.
- 7.6 The Promoter will pay the relevant Prize into the Winner’s Designated Bank Account by electronic funds transfer (EFT) within 7 (seven) Business Days after the verification process described in clause 7.5 hereof has been completed to the Promoter’s reasonable satisfaction.
- 7.7 Each Winner will be required to sign an acknowledgement of receipt of his/her Prize.
- 7.8 Any Prize not paid to a Winner by 31 July 2020 on account of the Promoter being unable to complete the verification process described in clause 7.5 hereof due to the Winner’s failure and/or refusal to provide the Promoter with all the required information and/or documents referred to in clause 7.5 hereof, will be forfeited.

## 8. The Winners

- 8.1 There will be 38 (thirty-eight) Winners in the Promotional Competition selected in the manner described in clause 7 hereof.
- 8.2 By participating in the Promotional Competition, each Winner hereby accepts that the Winner will be asked to take part in further publicity relating to the Promotional

Competition, the Promoter may incorporate the Winner in publicity campaigns or allow his/her name and likenesses to be used for promotional purposes aligned with the Promoter's business, including but not limited to posting photos to the Promoter's website, Facebook and other social media pages. The Winner may however decline to participate in any such publicity activities.

- 8.3 The Participants consent, by taking part in the Promotional Competition, to the Promoter using their personal information collected through the Promotional Competition for all purposes contemplated in the Competition Rules (including, but not limited to, for announcing the names of the Winners) and also for future marketing purposes by the Promoter in relation to the Promotional Competition as contemplated in clause 8.2 hereof.
- 8.4 Where Participants/Winners consent to take part in the Promoter's publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.

## 9. **Amendments, Deviations, Disqualification and Disputes**

- 9.1 The Promoter reserves the right to amend the Competition Rules at any time by publishing an amended version of the Rules on the Website, and may also terminate or suspend the Promotional Competition at any time, for any reason that the Promoter, in its sole and absolute discretion, deems fit. In such event, where the Promotional Competition is terminated or suspended or the Competition Rules are amended, all Participants agree to waive any rights that they may have in terms of the Promotional Competition and acknowledge that they have no recourse against the Promoter, its shareholders, directors, employees, agents, partners, suppliers, consultants or sponsors in respect thereof.
- 9.2 The Promoter reserves the right to permit any deviations from the Competition Rules by any particular Participant or by Participants generally if the Promoter, in its sole and absolute discretion, deems it fit to do so in any circumstances.
- 9.3 in the event of a dispute relating to the Promotional Competition and/or the Competition Rules, the decision of the Promoter shall be final and binding and no correspondence shall be entered into. In this regard and for further clarity, the Promoter shall be entitled to deal with such disputes (or any failure by Participants to follow the Competition Rules) in its sole and absolute discretion, including that the Promoter shall be entitled to immediately disqualify Participants from the Promotional Competition.
- 9.4 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of the Competition Rules by a Participant, determined in the Promoter's sole and absolute discretion, may result in disqualification from the Promotional Competition and ineligibility to win any Prize.

## 10. **Indemnification**

- 10.1 By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:

- 10.1.1 the Participant indemnifies and holds harmless the Promoter, its shareholders, directors, employees, agents and the Promoter's promotional partners, their shareholders, directors, employees and agents ("**Indemnified Parties**") of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of his/her participation in the Promotional Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and
- 10.1.2 the Participant accepts that the Indemnified Parties shall not be responsible for any costs, damage or otherwise, howsoever incurred by the Winner subsequent to claiming a Prize.

## 11. **General**

- 11.1 Any extras not included in the Prize as detailed above shall be at the expense of the Winner.
- 11.2 The Promoter reserves the right to substitute a Prize with any other prize of similar commercial value to the Prize offered herein, at its sole and absolute discretion.
- 11.3 For further information or enquiries relating to the Promotional Competition, Participants can email the Twinsaver careline at [consumercare@twinsaver.co.za](mailto:consumercare@twinsaver.co.za) or call Twinsaver on 0860 777 111. Calls to this number will be charged by the caller's cellular network service provider.
- 11.4 The Promotional Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network.
- 11.5 Clause headings in the Competition Rules are for purposes of reference only and shall not be used in interpretation.
- 11.6 A copy of the Competition Rules is available on the Website.