

## COMPETITION RULES

### FOR

### TWINSAYER'S TEACHERS' DAY 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 following meaning and cognate expressions shall have a corresponding meaning:

1.1.1 **"the Act"** means the Consumer Protection Act 68 of 2008;

1.1.2 **"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;

1.1.3 **"Competition Rules"** or **"Ts & Cs"** means the rules for the Promotional Competition contained herein, as required by Section 36 of the Act;

1.1.4 **"Participant"** means any natural person who qualifies in terms of clause 3.1 hereof and who enters into the Promotional Competition in terms of clause 4 hereof;

1.1.5 **"Participating Products"** means the Twinsaver products to which this Promotional Competition pertains, as further described in clause **Error! Reference source not found.** hereof;

1.1.6 **"POPI"** means the Protection of Personal Information Act, No 4 of 2013;

1.1.7 **"Promoter"** means Main Street 1310 (Proprietary) Limited trading as Twinsaver Group;

1.1.8 **"Promotional Competition"** means the promotional competition, known as Twinsaver's Mothers' Days Competition, to which these Competition Rules apply, as run by the Promoter during the Promotion Period;

1.1.9 **"Promotion Period"** means the period commencing on 03 October 2023 until 31 October 2023.

1.1.10 **"Prizes"** means the prizes recorded in clause 5.2 below;

1.1.11 **"Website"** means [www.twinsaver.co.za](http://www.twinsaver.co.za);

- 1.1.12 “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 6 hereof; and

## 2. INTRODUCTION

- 2.1.1 The Promoter is promoting the Promotional Competition in terms of which Participants can enter the Promotional Competition 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.

## 2.2 THE CONSUMER PROTECTION ACT

- 2.2.1 **The Competition Rules contain certain terms and conditions which may:**
- 2.2.1.1 **limit the risk or liability of the Promoter, or any relevant third party; and/or**
- 2.2.1.2 **create risk or liability for the Participant; and/or**
- 2.2.1.3 **compel the Participant to indemnify the Promoter or a relevant third party; and/or**
- 2.2.1.4 **serve as an acknowledgement, by the Participant, of certain facts.**
- 2.2.2 **The Participant acknowledges that clauses 3.2, 3.3, 5.4, 7.2, 7.3, 8 and 9 fall within the ambit of clause 2.2.1 above.**

## 3. THE PARTICIPANT

- 3.1 To be eligible to enter the Promotional competition, the Participant must be:
- 3.1.1 a natural person and may not be a juristic person;
- 3.1.2 18 years or older, or if not 18 years or older, the Participant must be duly assisted by the Participant’s parent / legal guardian, which parent / legal

guardian must read these Competition Rules prior to the Participant participating; and

3.1.3 permanent resident or citizen of the Republic of South Africa, Swaziland, Zambia, Zimbabwe, Namibia and Botswana and residing in the aforementioned countries.

3.2 **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 and thereby agrees to the Competition Rules.**

3.3 **It is a material term of the Promotional Competition that all Participants to this Promotional Competition participate entirely at their own risk.**

3.4 No director, member, partner, employee, agent or consultant of the Promoter, or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with the Promotional Competition may participate in the Promotional Competition.

3.5 Participants who are not eligible to enter the Promotional Competition, will be disqualified and their entries will be and be declared invalid.

#### **4. HOW TO ENTER**

4.1 The Promotional Competition is an online based competition, subject to the entry requirements contemplated in clause 4.2 below.

4.2 To enter the Promotional Competition, Participants will be required, during the Promotion Period, to:

4.3 Share your story in the comments – telling us about how a teacher made a positive impact in your life.

4.4 Entries which do not comply with the requirements of clause 4.3 above, will be invalid and the Participant will not be eligible to win any of the Prizes.

4.5 A Participant will only be eligible to win 1 (one) Prize in the Promotional Competition and if he/she has won 1 (one) Prize, he/she will be disqualified from winning any further Prize(s) in the Promotional Competition.

4.6 Entries which are unclear, illegible, or which contain errors or false information will be and be declared invalid.

## **5. THE PRIZES**

5.1 By entering the Promotional Competition in the manner specified in, and subject to, the Competition Rules, a Participant stands a chance to win 1 (one) of the Prizes referred to in clause 5.2 below.

5.2 The Prizes available to be won in the Promotional Competition are as follows:

5.2.1 3 (three) x Sorbet vouchers to the value of R1000 each.

## **6. The Selection**

6.1 The Winners of the Prizes will be randomly selected by a computer programmed to an algorithm.

6.2 The Winners will be selected on 31 October 2023 and shall be notified during business hours that they were selected as Winners. In the event that the Promoter reasonably attempts to contact the Winner and could not reach the Winner by the 3<sup>rd</sup> (third) attempt, the Promoter may declare that the Winner's Prize is forfeited and may select another Winner as substitute.

6.3 Any queries in this regard may be directed to the Twinsaver Care line 0860 777 111.

6.4 Each Winner selected must, within 3 (three) days of being notified that he/she is the Winner, provide his/her full names, ID number and contact details, 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 driver's license) and bank account particulars, 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 to verify any of the Winner's above-mentioned details.

6.5 The Promoter will send the relevant Prize to the email address provided by the Winner within 7 (seven) business days after the verification

process described in clause 6.4 above has been completed to the Promoter's reasonable satisfaction.

- 6.6 Each Winner will be required to sign an acknowledgement of receipt of the Prize. In the event that the Winner is a minor (i.e. younger than 18 years of age), the Participant's parent/ legal guardian shall be required to sign an acknowledgement of receipt on behalf of the Winner.

## 7. The Winners

- 7.1 There will be **3 (three) Winners** selected in the manner described in clause 6 above.

- 7.2 **By participating in the Promotional Competition, each Winner hereby accepts that the Winner will be required to take part in further publicity relating to the Promotional Competition and herewith consents to –**

- 7.2.1 **the Promoter incorporating the Winner's name and likeness in publicity campaigns:**

- 7.2.2 **the Winner's name and likeness being 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.**

- 7.3 The Winner understand that he/she has the right to decline from taking part in further publicity relating to the Promotional Competition, as contemplated in clause 7.2 above.

- 7.4 The purpose of POPI is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By entering the Promotional Competition, you consent to your personal information being processed by the Promoter, which consent is effective the date of entering into the Promotional Competition and will remain effective until such consent is withdrawn. By entering the Proportional Competition, the Participant –

- 7.4.1 gives his/her consent to the Promoter to collect, process and distribute his/her personal information where the Promoter is legally required to do so.
- 7.4.2 understands his/her right to privacy and the right to have his/her personal information processed in accordance with the provisions of POPI.
- 7.4.3 understands the purposes for which his/her personal information is required and for which it will be used, being to adjudicate the Promotional Competition and for future marketing purposes by the Promoter.
- 7.4.4 understands that, should he/she refuse to provide the Promoter with the required consent and/ or information, the Participant will not qualify for the Prize contemplated in clause 6.
- 7.4.5 declares that all his/her personal information supplied to the Promoter is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected.
- 7.4.6 understand that he/she has the right to request that his/her personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Promoter is no longer authorised to retain it.
- 7.5 No Participants/Winners taking part in the Promoter's publicity campaigns will be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.

## **8. Amendments, Disqualification and Disputes**

- 8.1 The Promoter reserves the right to amend the Competition Rules by bringing it to the Participants attention within a reasonable period of time and may terminate or suspend the Promotional Competition at any time and for any reason that the Promoter deems fit. In such event, where the Promotional Competition is terminated or suspended, 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 members, directors, employees, agents, partners, suppliers, consultants or sponsors.

8.2 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 discretion, including that the Promoter shall be entitled to immediately disqualify Participants from the Promotional Competition.

8.3 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of the Competition Rules by a Participant, determined in the Promoter's sole discretion, may result in disqualification from the Promotional Competition and ineligibility to win any Prize.

## 9. Indemnification

9.1 By entering into the Promotional Competition, the **Participant expressly agrees to the following indemnifications:**

9.1.1 the Participant indemnifies and holds harmless the Promoter, its directors, employees, agents and the Promoter's promotional partners, their directors, employees and agents ("the 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 ("Indemnified Loss"), provided that such Indemnified Loss is not directly attributable to the fraud, wilful misconduct or gross negligence of an Indemnified Party**

## 10. General

10.1 Any extras not included in the Prize as detailed above shall be at the expense of the Winner.

10.2 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 discretion.

10.3 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.

- 10.4 The Promotional Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network.