



## ITHUBA HOLDINGS (RF) (PROPRIETARY) LIMITED

# DAILY LOTTO R1 MILLION WORTH IN SMART PHONES COMPETITION RULES - TERMS AND CONDITIONS (*"COMPETITION RULES"*)

## 1. Interpretation

1.1. In these Competition Rules, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:

- 1.1.1. **"the Act"** means the Consumer Protection Act 68 of 2008, as amended;
- 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"** means this Competition being conducted by the Promoter as detailed in these Competition Rules;
- 1.1.4. **"Competition Rules"** means these rules contained herein, as required by Section 36 of the Act;
- 1.1.5. **"Participant"** means any natural person who qualifies in terms of clause 4.1 hereof and who enters into the Competition in terms of clause 5 hereof;
- 1.1.6. **"POPI"** means the Protection of Personal Information Act, No 4 of 2013, as amended;
- 1.1.7. **"Promoter"** means Ithuba Holdings (RF) (Proprietary) Limited, having its business address at 14A Charles Crescent, Eastgate Extension 4, Sandton, Eastgate, Johannesburg;
- 1.1.8. **"Promotion Period"** means the period 31 July 2020 and closes on the 24 October 2020 at 00h00;
- 1.1.9. **"Prize"** means as further described in clause 6;
- 1.1.10. **"Website"** means [www.nationallottery.co.za](http://www.nationallottery.co.za); and
- 1.1.11. **"Winner"** means the Participants who are successful in the Competition and are notified as such by the Promoter in terms of clause 7.

## 2. Introduction

- 2.1. The Promoter is offering a Competition in terms of which the Participants can enter the Competition in order to win one of the Prizes.
- 2.2. The Promoter hereby imposes the following Competition Rules in terms of Section 36 of the Act.

## 3. The 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. The Participant must be:

4.1.1. a natural person and may not be a juristic person;

4.1.2. 18 years or older;

4.1.3. in possession of a Valid South African Identity Document;

4.1.4. a permanent resident or citizen of the Republic of South Africa residing in South Africa.

4.2. The Participant, by entering into the Competition, expressly acknowledges that he/she has read these Competition Rules before entering the Competition and that he/she understands and thereby agrees to these Competition Rules.

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

4.4. No director, 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 this Competition may participate in this Competition.

4.5. Anyone who within a period of 183 days preceding this Competition has won any competition organised, promoted, or conducted by the Promoter, who resides at the same address as such a Winner, or who uses the same telephone number to enter this Competition may not participate in this Competition.

## **5. Mechanics**

5.1 To enter into this Competition, Participants will be required to:

5.1.1. Buy a DAILY LOTTO Ticket using any of the National Lottery channels, with a minimum of 2 boards purchased (R6). This rule is inclusive of Multi draw, where a minimum of 2 boards needs to be purchased per draw to qualify.

5.1.2. SMS the lead word and your 20 digit DAILY LOTTO ticket number to 34909.

5.2. SMS's charged at R1.00. Free SMS's do not apply.

5.2.1. Entrants fulfilling the entry criteria, playing on the National lottery website, mobi web or app, will automatically be entered in the competition.

5.3. Entrants to retain their ticket that they entered with or the winning receipt should they have already claimed any money won, as this will need to be presented to claim your prize if drawn as a winner.

5.4. Entries will be limited to 1 entry per ticket, irrespective of maximum number of boards on the ticket.

5.5. A new DAILY LOTTO ticket needs to be purchased and entered on the same day that the ticket is bought in order to qualify for that days draw. Participants will not be able to use the same Daily Lotto Ticket for more than one draw.

## 6. The Prizes

6.1 There are 262 prizes in total to be won throughout the Competition.

6.2 Each prize consists of a Samsung a10s Dual Sim Cellular Telephone plus a 10 gig data voucher and these are not exchangeable for cash.

6.3 There will be 3 (three) prizes awarded every day throughout the duration of the Competition.

6.4 Prizes will be awarded as follows:

3 (three) prize winners will be drawn every day, with the first draw starting on the 01 August 2020 and last draw taking place on the 25<sup>th</sup> October 2020.

6.5 Winners will be required to supply a copy of a valid ID, the entry ticket to the competition and valid physical Address for the delivery of their prize. Should the winners not be able to supply these, within 24 (twenty four) hours, they will forfeit their prize.

6.6 The Promoter will not be held responsible for deliveries made to incorrect addresses if the details are supplied incorrectly by the winners.

## 7. The Winners

7.1 There will be 262 winners selected in total.

7.2 All winners will be selected by an independent auditor nominated by the Promoter and will be notified telephonically within 24 (twenty four) hours of the selection having taken place. In the event that any of the winners cannot be successfully contacted within 3 (three) attempts, the Promoter reserves the right to select another winner in substitution. The names of the Winners will be available on the National Lottery website.

7.3 By participating in the Competition, the winners hereby accept that they might be required to take part in further publicity relating to the Competition. By participating in this promotion, the winners agree to allow their names 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, unless such winner expressly declines to participate in such publicity and/or promotional activities in writing.

7.4 All winners will be required to provide their names, ID numbers and addresses and to sign an acknowledgement of receipt of the Prize.

7.5 The Participants consent, by taking part in the Competition to the Promoter using the personal information collected through the Competition to adjudicate the Competition and for future marketing purposes by the Promoter themselves.

7.6 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.

## 8 The Rules

8.1 The following rules apply to the Competition: -

8.1.1 The Participants must provide correct and up-to-date personal details as required by the Promoter with each referral sent to the Promoter and allow the Promoter to process such information in terms of POPI;

8.1.2 The Promoter reserves the right to amend these Competition Rules by bringing it to the Participants attention within a reasonable period of time and may terminate the Competition at any time. In such event, where the Competition is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Competition and acknowledge that they have no recourse against the Promoter, their employees, agents, partners, suppliers, or sponsors;

8.1.3 In the event of a dispute, the decision of the Promoter will be final and binding and no correspondence will 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 rules) in their sole discretion, including that the Promoter shall be entitled to immediately disqualify Participants from this Competition.

8.1.4 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Rules by a Participant and/or their parents/guardians, determined in the Promoter's sole discretion, may result in disqualification from the Competition and ineligibility to win any prize.

## **9 Indemnification**

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

9.1.1 The Participant indemnifies and holds harmless the Promoter and its promotional partners, their directors, employees and their 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 their participation in the 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

9.1.2 The Participant accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by the Winner subsequent to claiming the Prize.

## **10 Prize Qualification Rules**

10.1 Participation in the Competition constitutes acceptance of the Competition Rules.

10.2 By entering the Competition Participants consent to their details being used for marketing campaigns by the Promoter.

10.3 The winners will be notified by telephone or email. If winners are uncontactable after 24 (twenty four) hours of attempting to contact them, their prize will be forfeited and an alternate winner will be drawn for the same period of competition entry.

10.4 A Prize may not be handed over to a winner when it is prohibited by law for the winner to use the prize.

10.5 The Promoter reserves the right to substitute the Prize with any other prize of similar commercial value to the Prize offered herein, at its sole discretion.

10.6 For further information or enquiries please visit [www.nationallottery.co.za](http://www.nationallottery.co.za)

10.7 The judge's decision is final and no correspondence will be entered into.



## **11 POPI**

11.1 The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Consumer Protection Act (CPA)/ the Protection of Personal Information Act (POPI) and will not be disclosed to a third party without the entrant's prior consent.

11.2 Entry into the Competition will be deemed as acceptance of these terms and conditions.

11.3 This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network.

11.4 The Participant by part taking in the Competition consents to his/her personal information to be shared with the Promoter's employees, contractors or agents for the purpose of this Competition and for the purpose of sharing future promotions.