

**ITHUBA HOLDINGS (RF) (PROPRIETARY) LIMITED  
GROCERY AIRTIME VOUCHER COMPETITION 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 01 September 2021 and closes on the 4 November 2021 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 (one hundred and eighty three) 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 any National Lottery Ticket using any of the National Lottery channels, namely participating National Lottery retailers, authorised National Lottery re-sellers, National Lottery website, mobi web and Mobile App, USSD and Banking partners such as ABSA, Standard Bank, Nedbank and FNB.

5.1.2. To enter, SMS the 20 digit ticket number found on your National Lottery receipt or on-line receipt, to 34909.

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

5.3. Entrants to retain their ticket that they entered with or the winning receipt should they have already claimed any money won.

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

5.5. A new National Lottery ticket needs to be purchased and entered on for every entry into the draw. Multiple entries with the same ticket will result in an error message.

## **6. The Prizes**

6.1 There is a total of 193 (one hundred and ninety three) grocery vouchers to be won throughout the duration of the competition.

6.2 Each prize consists of a R500 (five hundred) virtual grocery voucher that is only redeemable at any Checkers, Shoprite or Usave store nationwide.

6.3 Prizes will be awarded as follows:

6.3.1 There will be 193 (one hundred and ninety three) R500 (five hundred) virtual grocery vouchers won over 64 (sixty four) days, commencing 01 September 2021.

6.5.2 Each winner will be notified via SMS and receive a 16 digit voucher number that can only be redeemed at any Checkers, Shoprite or Usave store nationwide. The first Daily draw will be done on 02 September 2021 with the last draw will to take place on 04 November 2021.

6.6 The Promoter will not be held responsible for deliveries of virtual vouchers made to the incorrect cell phone numbers if the details are supplied incorrectly by the winners.

1. This virtual voucher can only be used in-store and cannot be used on-line.
2. The SMS should be kept until the voucher has been redeemed.
3. Vouchers can be redeemed only once.
4. Vouchers cannot be redeemed at Usave mobile stores, MediRite Pharmacies or at Money Market counters.
5. No change will be given if the value of the purchase for which the voucher is used is less than the value of the voucher.
6. If the full value of the voucher is not going to be redeemed in one transaction, the remaining value will be loaded onto a gift card in store.
7. Vouchers cannot be exchanged for cash.
8. Should the voucher be lost or stolen, neither Shoprite, Checkers nor its agents will be liable for any reimbursement of any kind.
9. Vouchers are valid for a 3-year period from the date of purchase.

## **7. The Winners**

7.1 There will be 193 (one hundred and ninety three) winners selected in total.

7.2 All winners will be selected by an independent auditor nominated by the Promoter or an electronic draw process. Winners will be contacted via telephone or notified via SMS within 24 (twenty four) hours once the selection has taken place. Winners will be obliged to share their name and surname, if required by the promoter, for social media publishing.

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 consent and 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 If required, 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 the POPI Act;

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 SMS sent to the recipient cell phone number used to enter the competition.

10.4 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.

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

10.6 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.