



NATIONAL LOTTERY

#LOTTOJERUSALEMADANCECHALLENGE COMPETITION

2020

TERMS & CONDITIONS

INTERPRETATION

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:

- **“the Act”** means the Consumer Protection Act 68 of 2008, as amended;
- **“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;
- **“Competition”** means this Competition being conducted by the Promoter as detailed in these Competition Rules;
- **“Competition Rules”** means these rules contained herein, as required by Section 36 of the Act;
- **“Participant”** means any natural person who qualifies in terms of clause 2 hereof and who enters into the Competition in terms of clause 3 hereof;
- **“POPI”** means the Protection of Personal Information Act, No 4 of 2013, as amended;
- **“Promoter”** means Ithuba Holdings (RF) (Proprietary) Limited, having its business address at 14A Charles Crescent, Eastgate Extension 4, Sandton, Johannesburg;
- **“Promotion Period”** means the period 09 September 2020 – 18 September 2020 at 00h00;
- **“Prize”** The daily R20,000.00 amount that will be awarded to the top entry submitted each day, selected by the Promoter as more fully described on clause 4;
- **“Website”** means www.nationallottery.co.za; and
- **“Winner”** means the Participants who are successful in the daily Competition and are notified as such by the Promoter in terms of clause 5.

1. INTRODUCTION

- 1.1 The Promoter is offering a Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win the Prize.
- 1.2 The Promoter hereby imposes the following Competition Rules in terms of Section 36 of the Consumer Protection Act. The Competition Rules contain certain terms and conditions which may:-
 - 1.2.1 limit the risk or liability of the Promoter, or any relevant third party; and/or
 - 1.2.2 create risk or liability for the Participant; and/or
 - 1.2.3 compel the Participant to indemnify the Promoter or a relevant third party; and/or
 - 1.2.4 serve as an acknowledgement, by the Participant, of certain facts.
- 1.3 Participation in this Competition is governed by these terms and conditions (the "Rules").
- 1.4 Participants are encouraged to review the Rules before entering into the Competition and acknowledge that they been given an appropriate opportunity to do so and that they understand and accept these Rules.
- 1.5 Participation in the Competition constitutes acceptance of these Rules and Participants agree to abide by these Rules.
- 1.6 The Promoter is offering a #LOTTOJERUSALEMADANCECHALLENGE social media competition, each day 1 entry will be selected and will win R20,000,00 (Twenty Thousand rand).
- 1.7 The promoter hereby imposes the following competition rules in line with the Consumer Protection Act 68 of 2008.

2. THE PARTICIPANT

- 2.1 By participating in this Competition, Participants agree to the rules set out below.
- 2.2 The Participant must be:
 - 2.2.1 A natural person and may not be a juristic person;
 - 2.2.2 18 years or older;
 - 2.2.3 In possession of a valid South African Identity Document; and
 - 2.2.4 A permanent resident or citizen of the Republic of South Africa residing in South Africa.
- 2.3 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.
- 2.4 It is a material term of the Competition that all Participants' to this Competition participate entirely at their own risk
- 2.5 No director, employee, agent or consultant of the Promoter or organiser, 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.

3. HOW TO ENTER

- 3.1 The Competition shall commence on Wednesday, 9 September 2020 and will end on Friday 18 September 2020. No entries received after midnight on 18 September 2020 will be considered.
- 3.2 To enter this Competition, participants will be required to:
 - 3.2.1 To post their #LOTTOJERUSALEMADANCECHALLENGE video with their LOTTO ticket in their hand on any of the following social media platforms (Twitter, Facebook, Instagram).
 - 3.2.2 Participants must tag @sa_lottery and use the hashtag #LOTTOJERUSALEMADANCECHALLENGE in post and tell us about your Phanda story to success in the caption.
 - 3.2.3 Participants may enter the competition as many times as they wish over the promotional period. Entry is also subject to the following conditions:
 - i) Only one prize per household and per person.
- 3.3 Participants are required to provide valid LOTTO tickets, proving product purchase.
- 3.4 Entries which are unclear, illegible or contain errors will be declared invalid.



4. THE WINNER(S)

- 4.1 There will be 10 winners selected. One winner per day over a 10 (ten) day period.
- 4.2 The daily winners will be selected and announced on all the National Lottery social media pages (Facebook, Twitter and Instagram).
- 4.3 The winners will be prompted to provide the Promoter with relevant contact details by means of a Direct Message daily.
- 4.4 Winners will be announced and notified by means of the @sa_lottery handle and will then be required to supply correct contact details via means of a direct message.
- 4.5 Winners will be contacted via means of their supplied contact information.
- 4.6 The Promoter reserves the right to draw another Winner in substitution of a Winner, in the event that any of the Winners cannot be successfully contacted following all reasonable attempts to do so by the Promoter.
- 4.7 Winners are drawn at random by an internal panel. The Panels' discretion is final and no further correspondence will be entered into.
- 4.8 By participating in the Promotional Competition, the Winner(s) hereby accepts that the Winner(s) will be asked to take part in further publicity relating to the Promotional Competition, the Promoter may incorporate the Winner(s) in publicity campaigns or 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.
- 4.9 The Winner(s) may be required to sign a waiver of liability and indemnity before claiming their prizes.
- 4.10 The Winner will be required to provide their name, ID number and contact details and proof of address in order to receive their prize.
- 4.11 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.
- 4.12 Where the Winner(s) consent(s) 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.

5 THE RULES

- 5.1 The following rules apply to the Promotional Competition:-
- 5.1.1 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;
 - 5.1.2 the Promoter reserves the right to amend these Competition Rules by taking all reasonable steps by bringing it to the Participants attention within a reasonable period of time and may terminate the Promotional Competition at any time. 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, their employees, agents, partners, suppliers, or sponsors; and the Prize is non-transferable, non-refundable, non-exchangeable;
 - 5.1.3 The Promoter reserves the right to terminate or extend the Competition at any time. In the event of such termination or extension;
 - 5.1.3.1 the decision of the Promoter will be final and binding and no further 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 Promotional Competition; and
 - 5.1.4 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 Promotional Competition and ineligibility to win any prize.
 - 5.1.5 These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa and any Participant and National Lottery consent to the non-exclusive jurisdiction of the Magistrate Court of South Africa.
 - 5.1.6 For further information or enquiries please email our consumer services at info@ithubalottery.co.za or call us on 0800 484 822. This number is toll-free when called via landline only.



6. THE PRIZE

- 6.1 The prize is 10 cash prizes to the value of R20, 000.00 (Twenty Thousand rand).
- 6.2 By entering the Promotional Competition Participants consent to their details being used for marketing campaigns by the Promoter.
- 6.3 The Winner(s) winners will be prompted to provide the Promoter and/or National Lottery with relevant contact details by means of a Direct Message daily. If winners are uncontactable (due to incorrect contact details) after all reasonable attempts to contact them, their prize will be forfeited.
- 6.4 A Prize may not be handed over to a winner when it is prohibited by law for the winner to use the prize. The Winner must prove their eligibility to accept and and/or use the prize. Once the Winner has been notified and the prize has been handed over, the Winner must sign an acknowledgement of receiving the Prize. The Winner must provide valid proof of identity (a green bar-coded ID book, passport or drivers licence).
- 6.5 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.

7. PRIZE QUALIFICATION RULES

- 7.1 Participation in the Competition constitutes acceptance of the Competition Rules.
- 7.2 By entering the Competition Participants consent to their details being used for marketing campaigns by the Promoter.
- 7.3 The Winners will be notified by direct message.
- 7.4 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.

8. POPI

- 8.1 The Winner(s) agree(s) to the use of his/her name and image in any publicity material. Any personal data relating to the Winner(s) 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.
- 8.2 Entry into the competition will be deemed as acceptance of these terms and conditions.
- 8.3 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network.

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

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.