

NATIONAL LOTTERY'S RAFFLE MERCEDES BENZ ADVANCED DRIVING SMS 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 **“Organiser”** means Mercedes Benz South Africa (Pty) Ltd, a private company duly registered and incorporated in terms of the Company Laws of the Republic of South Africa;

1.1.6. **“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;

1.1.7. **“POPI”** means the Protection of Personal Information Act, No 4 of 2013, as amended;

1.1.8. **“Promoter”** means Ithuba Holdings (RF) (Proprietary) Limited, having its business address at 14A Charles Crescent, Eastgate Extension 4, Sandton, Johannesburg;

1.1.9. **“Promotion Period”** means the period commencing on 20 October 2019 to 10 January 2020 at 00h00;

1.1.10. **“Prize”** means a Mercedes-Benz Advanced Driving Course valued at R 5 680 (five thousand six hundred and eighty rands) as more fully described on paragraph 6;

1.1.11. **“Website”** means www.nationallottery.co.za; and

1.1.12. **“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, Organiser 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, Organiser 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, and driver's license;
- 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 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.

5. Entry Rules

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

5.1.1. Purchase a National Lottery RAFFLE ticket from your nearest National Lottery retailer, or on the National Lottery website, National Lottery Mobile App, or RA Cellular, A2PAY and SmartCall.

5.1.2. SMS your South African ID number, #RAFFLE and your 20 digit National Lottery RAFFLE ticket number to 34909.

5.1.2. No other Lottery game ticket numbers will be accepted.

5.2. SMS is charged at R1.00. Free SMSs do not apply.

5.3. Entrant should retain their National Lottery RAFFLE ticket, as this will need to be presented in order to claim your prize if drawn as a Winner.

5.4. Entries will be limited to 1 entry per ticket.

5.5. In order to enter the weekly draw, a new RAFFLE ticket needs to be purchased that is dated between the weekly draw dates listed below under prizes.

6. The Prize

6.1. There are 12 (twelve) Prizes in total to be won during the 12 (twelve) weeks of the Competition; one prize will be awarded each week to 1 Winner.

6.2. There are 12 Mercedes-Benz Advanced Driving Courses worth R 5 680 (five thousand six hundred and eighty rands) cash each to be won in the 12 (twelve) weeks of the Competition. Further details are contained in paragraph 6.4 below.

6.3. The Competition starts on 20 October 2019 and will run for a period of 12 (twelve) weeks until 10 January 2020 (competition closes).

6.4. Prizes will be awarded as follows:

1 (one) prize winner of the Mercedes-Benz Advanced Driving Course worth R5 500 (five thousand five hundred rand) will be drawn every Friday. The results will be audited and released every Monday thereafter. The first draw will take place on the 25 October 2019 and last draw will take place on the 10 January 2020.

The prize is issued as a non-refundable and non-transferrable gift voucher for the Mercedes Benz Advanced Driving Course which will be valid for 6 months from the date after they have been awarded. It is the Winner's responsibility to ensure that they make the booking, and the details for the bookings will be stipulated on the voucher. If the gift voucher is not used during the 6 months validity period the winner acknowledge that (s) he will forfeit the prize.

6.4.1. For bookings please contact Nobuhle Motsamai at 011 405 2800.

6.5. The Mercedes-Benz Advanced Driving Course will take place at the Zwartkops Raceway in Centurion R55, Lekkerhoekie 450-Jr, Pretoria, 0137.

6.6. ITHUBA Holdings and Mercedes Benz SA will not be liable for any transportation, accommodation any other fees that the Winner may incur to attend this course. All Winners are liable to pay for any and all fees incurred for this event.

6.7. The Mercedes -Benz Advanced Driving Certificates will be received on the day of the course, during the debrief session.

6.8. The experience will be divided into 3(three) sessions:-

6.8.1. Welcome and registration;

6.8.2. Skidpan session which entails:-

- Collision avoidance and skid control;
- Emergency lane changing;
- Oversteer and understeer; and
- Timed handling course.

6.8.3. Track session which entails:-

- Vehicle familiarisation and track orientation;
- Load alternation;
- Cornering, braking, steering and acceleration techniques;
- Braking recognition; and
- High-speed track circulation.

6.9. The Prize is neither transferrable nor is it exchangeable for cash.

7. The Winners

7.1. There will be 12 (twelve) winners selected in total.

7.2. The Winners will be selected by an independent auditor nominated by the Promoter and will be notified telephonically within 72(seventy two) hours of the selection having taken place. In the event that any of the winners cannot be successfully contacted within 3 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 and the National Lottery social media pages.

7.3. The Winners need to be in possession of a drivers licence in order to take part in the Mercedes-Benz Advanced Driving Course. Should the Winner not have a drivers licence, the prize will be forfeited and the Promoter will select a new Winner.

7.4. The Winners will receive a gift voucher for the Mercedes-Benz advanced driving course which will be valid for 6 months from the day after they have been awarded. The winner will be responsible to organise their own transport and accommodation if required in order to attend the driving course.

7.5. The Winners will be required to supply a copy of their Drivers licence, ID book as well as the National Lottery RAFFLE ticket that they used to enter the Competition, to the Promoter, in order to qualify for their prize. Should the Winners not be able to supply these, within 24 hours, they will forfeit their Prize.

7.6. The Participants hereby agrees, that by taking part in the Competition (s) he authorises the Promoter to use his or her personal information collected to adjudicate the Competition and to utilize same for any future marketing campaigns which may be conducted by the Promoter.

By participating in the Competition, the winners hereby accept that they might be required to take part in further publicity relating to the Competition. Therefore the Winners acknowledge, 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.

7.7. The Winners will be required to supply a voice note and where required, photos for publicity purposes and copy of the ticket used to enter the competition.

7.8. All Winners will be required to provide their names, drivers licence, and ID numbers and contact details and to sign an acknowledgement of receipt of the Prize.

7.9. 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.

7.10. In the event that the Winner needs to travel to Zwartkops Raceway, whether within the borders of Gauteng or anywhere in South Africa, then neither the Promoter nor the Organizer will be held liable for any expenses related thereto.

7.11. Winners will be liable for an excess amount, should an accident which causes damage to the vehicle occur due to the Winner's negligence This excess will be in the amount of R 50 000 (Fifty Thousand Rand) and will be immediately payable should an accident occur, which causes damage to the vehicle, which fault can be attributed to the Winner's negligent actions as defined below.

7.12. Negligence is deemed as, driving under the influence of alcohol or drugs, driving without Instructors permission, not following Instructors guidance & instruction, disobeying the rules of the course or driving in such a manner that is likely to cause serious injury or death to any passenger or any other driver.

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 an 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 2 (two) days of attempting to contact them, their Prize will be forfeited.

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. The Winner must prove their eligibility to 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.

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

10.7. The Promoter'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.