

## OUR PERFECT WEDDING - RATE THE WEDDING COMPETITION

The 'Our Perfect Wedding' "Rate the wedding competition" has been set-up to enable the Mzansi Magic viewers to rate the OPW weddings each week, to stand a chance of winning an amazing R5000 cash prize.

### ENTRY MECHANISM: HOW TO ENTER

#### The National Lottery Our Perfect wedding competition ("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, a private company, duly registered and incorporated in terms of the Company Laws of the Republic of South Africa, having its business address at 14A Charles Crescent, Eastgate Extension 4, Sandton, Johannesburg;

1.1.9. "**Organiser**" means MultiChoice South Africa Group (Pty) Ltd, a private company, duly registered and incorporated in terms of the Company Laws of the Republic of South Africa

1.1.10. "**Promotion Period**" means the period commencing on 13 October 2019 to 11 October 2020 at 1200pm

1.1.11. "**Prize**" means a cash prize in the amount of R 5 000 (five thousand rand) from a sum of as further described in clause 6;

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

1.1.13. "**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 the Prize(s).

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, that has a valid South African Bank Account.

4.1.5 The Participant must hold a valid South African bank account.

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.

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. Entry Mechanism: How To Enter**

5.1. The competition takes place on the Mzansi Magic website [mzansimagic.tv](http://mzansimagic.tv) – Show: Our Perfect Wedding

5.1.2. A short summary of the wedding will be available for viewing with the theme of the month.

October 2019 – Rate the dress

(Upcoming themes to be confirmed)

5.1.3. Log in with their Facebook or Twitter account, completion of personal details and cell number. The user should move the slider and submit their rating of the wedding out of 10. A user may enter each week but may only rate each wedding once.

5.1.4. A user can change their rating for each wedding during the “open rating” period. Once the rate period ends, a user will not be able to change their rating anymore.

5.1.5. The monthly prize winners are chosen by random draw.

5.1.7. Entrants must be 18 years or older to enter. This competition is only open to South African residents.

## **6. The Prizes**

6.1 There is a total of R260 000 to be won during the 52 weeks of the Competition.

6.2 There are 52 prizes of R5 000 cash each to be won in the 52 weeks of the Competition.

6.3 The Competition opens weekly on Sundays 19:00 and closes on Wednesdays 22:00, starting 13 October 2019 and runs for 52 weeks until the 11 October 2020 (Competition closes).

6.3.1 There are 4 Prize Winners of R5 000 in a month, 1 each week.

6.3.2 The Winners will be contacted and announced after the draw held each month.

6.4 Winners will be required to supply their banking details which includes a 3 month Bank statement to the Promoter so that the Prize can be deposited into their bank account.

6.5 The Organisers and Promoter will not be held responsible for payments made into incorrect bank accounts if the details are supplied incorrectly by the Winners.

## **7. The Winners**

7.1 There will be 52 Winners selected in total.

7.2 All Winners will be selected by an independent auditor nominated by the Promoter and will be notified telephonically following the draw, held each month.

7.2.1. The monthly Prize Winners are chosen by random draw.

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

7.4 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.

7.5 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 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](http://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 Winner'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 part 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.

### M-NET TERMS AND CONDITIONS

M-NET RESERVES THE RIGHT TO AMEND THESE PARTICIPATION TERMS AND CONDITIONS WITHOUT PRIOR NOTICE. ANY CHANGE WILL BE POSTED ON WWW.MNET.TV AND SUCH POSTING SHALL BE ADEQUATE NOTICE TO ALL PARTICIPANTS IN THE COMPETITION.

1. These are the standard terms and conditions for competitions conducted or promoted by or in association with the MultiChoice South Africa Group ("MultiChoice").
2. Your entry into the competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of the terms and conditions on behalf of yourself and any person with whom you may share a prize (in the event that you win a prize which is for you and one or more additional persons ("your partner")).
3. The competition is not open to:
  - 3.1 directors, members, partners, agents, employees or consultants of the Naspers Group of companies or any supplier of goods or services in connection with a competition; and
  - 3.2 the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 3.1 above.
4. Entrants under the age of 18 must obtain permission from their parents or guardians before entering.
5. Unless otherwise specified in the competition rules, you may only enter the competition once any time before the closing date.
6. You may not participate in or win a competition if you have won a competition promoted by us within the past three (3) months. You will be eligible to participate in a competition promoted by us after the expiry of three (3) months after the date on which you won the last competition.
7. If you use a mobile phone for entry into the competition, the telephone calls / text messages you make will be charged at the prevailing rates, which may vary from time to time. "Free" minutes under a cell-phone contract do not apply.
8. It is your responsibility to ensure that your entry is received by us prior to the closure of the competition. Any entries which are not received by us prior to the closure of the competition will not be eligible to participate, regardless of the reason for the late entry. We and our affiliates are not responsible for any entries which are not received by us, whether timeously or at all, regardless of the cause thereof. Without limitation, we and our affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems.
9. We and our affiliates are not responsible for any injury or damage to your or any other person's computer, mobile telephone or other device used by you to enter into, or obtain any materials related to the competition.
10. It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date.
11. Any costs or expenses which you may incur other than in respect of those items specifically

included in a prize are for your own account. MultiChoice will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the competition and your acceptance and/or use of a prize.

12. We do not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that –

12.1 your entry or participation in the competition will necessarily result in you winning a prize;

12.2 a prize, or any aspect thereof, will meet your, or, if applicable, your partner's, requirements, preferences, standards or expectations; or

12.3 a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.

13. We and our affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.

14. Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.

15. You may not win a prize if it is unlawful for us to supply such a prize to you. If you do win such a prize, you will forfeit it.

16. You must possess whatever documents and permissions that may be required in order to accept and use a prize, including, a valid identity document or passport.

17. The winners will be notified by means of the contact details provided to us. If we are, or a third party supplier is, unable to contact a winner within 10 working days or if the winner is unable to collect the prize within 60 days, the winner will forfeit the prize and MultiChoice reserves the right to re-draw a new winner under the same conditions.

18. We may invite you to be present when the prize winners are determined or announced, to participate in any of our marketing activities, to appear in person in the electronic media and / or the print media, and / or to endorse, promote or advertise any of our goods or services, for which no fee, royalty or other compensation will be payable. You may decline such invitation.

19. We may publish names of the participants and winners on any of our communication platforms.

20. We may require you to provide us with such additional information and documentation as we may reasonably require in order to process, confirm and facilitate your acceptance and/or use of a prize. If you refuse to provide us with the requested information or documentation, you will forfeit the prize.

21. In the event that you win a prize provided by a third party supplier, the supplier will contact you to arrange the collection thereof. In this regard, you must collect the prize at the time and date arranged with the supplier of the prize. All correspondence regarding the prize must be directed at the supplier of the prize. MultiChoice will not be responsible for any further correspondence, harm, damage, loss or claim relating to the provision of any element of the prize.

22. We and our third party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the competition and any prizes, or any aspect thereof, without notice at any time, for any reason which we deem necessary. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against us, our affiliates and third party suppliers.

23. You agree that your participation in the competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.

24. We and our affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the competition or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by us or any of our affiliates in accordance with the terms and conditions.

25. You, and in the event of your death, your family, dependants, heirs, assignees or any other beneficiaries of your estate, indemnify and hold us and our affiliates harmless against any claim by

you, or your partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry into this competition and / or acceptance and / or use by you of a prize.

26. You acknowledge that the acceptance and use of a prize is subject to the proviso that –

26.1 all of the terms and conditions will apply to both you and your partner (if applicable), and you will ensure that your partner agrees to be bound and complies, and will continue to comply, therewith;

26.2 you will take full responsibility for your partner;

26.3 you indemnify and hold us and our affiliates harmless against any claim by your partner or any third party in the event that your partner suffers any loss or damage pursuant to your partner's acceptance and/or use of a prize; and

26.4 any minor will be accompanied by a parent or legal guardian.

27. If you fail or, if your partner (if applicable) fails, to comply with any of the terms and conditions, then without prejudice to any other remedy which we may have and to the extent permitted in law,

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27.1 you will be automatically disqualified and you will forfeit the prize/s (in the event that you have already won a prize);

27.2 you will pay us for any loss or damage incurred by us directly or indirectly as a result of your (or, if applicable, your partner's) non-compliance, including all of our legal costs (including attorney and own client costs) which we may incur in taking any steps pursuant to your (or your partner's) non-compliance; and

27.3 you indemnify and hold us and our affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to your failure (or that of your partner, if applicable) to comply therewith.

28. For purposes hereof, "affiliate" means our partners, co promoters and sponsors of this competition, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents and representatives.

29. These terms and conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa.

30. MultiChoice and the judges' decision on any matter concerning the competition and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered into.

31. To the extent that there is any conflict between these terms and conditions and the Sponsor competition rules and the Sponsor terms and conditions, the order of precedence of such documents will be as follows-

31.1 Sponsor competition rules; then

31.2 Multichoice terms and conditions; then

31.3 Sponsor terms and conditions.