

**ITHUBA HOLDINGS (RF) (PROPRIETARY) LIMITED**

**NATIONAL LOTTERY SMS PROMOTIONAL 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 a 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 Promotional 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. **“Promotional Competition”** means the Competition to which these rules pertain as run by the Promoter during the Promotion Period;

1.1.9. **“Promotion Period”** means the period 5<sup>th</sup> November 2018 and closes on the 18<sup>th</sup> February 2019 at 00h00;

1.1.10. **“Prize”** means as further described in clause 6;

1.1.11. **“Website”** means [www.nationallottery.co.za](http://www.nationallottery.co.za); and

1.1.12. **“Winner”** means the Participants who are successful in the Promotional Competition and are notified as such by the Promoter in terms of clause 7.

**2. Introduction**

2.1. The Promoter is offering a Promotional Competition in terms of which the Participants can enter the Promotional Competition in order to win one of the Prizes.

2.2. The Promoter hereby imposes the following Competition Rules on any and all Participants 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 Promotional Competition, expressly acknowledges that he/she has read these Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to these Competition Rules.

4.3. It is a material term of the Promotional Competition that all Participants' to this Promotional Competition participate entirely at their own risk and not at the risk of the Promoter.

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. Buy a ticket for any of the National Lottery games, including but not limited to LOTTO, LOTTO PLUS 1 and LOTTO PLUS 2, PowerBall, PowerBall PLUS, EAZiWIN, SPORTSTAKE 13, PICK 3, RAPIDO or any of the other games as may be available from time to time.

5.1.2. SMS your ID number, #Play and your 20 digit Lottery ticket number to 34909.

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

5.3. Entrants must 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. Should the Entrant lose, misplace, damage or throw away such ticket the Promoter is not obliged under any circumstances to give the claimed price to the Entrant.

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

5.5. In order to enter the weekly draw, a new ticket needs to be purchased that is dated between the weekly draw dates listed below under section 6 .

#### **6. The Prizes**

6.1 There are 60 prizes in total to be won during the 15 weeks of the Competition.

6.2 There are cash prizes of R5 000 (five thousand Rand) each to be won in the 15 weeks of the Competition. Further details are contained in paragraph 6.4 below.

6.3 The Competition starts on 5<sup>th</sup> November 2018 and runs for 15 weeks until the 18<sup>th</sup> of February 2019 (competition closes).

6.4 Prizes will be awarded as follows:

i) cash prize winners of R5 000 (five thousand rand) each to be drawn on the 12<sup>th</sup>, 19<sup>th</sup> and 26<sup>th</sup> of November 2018; as well on, 3<sup>rd</sup>, 10<sup>th</sup>, 17<sup>th</sup>, 24<sup>th</sup>, and 31<sup>st</sup> of December 2018; then on, 7<sup>th</sup>, 14<sup>th</sup>, 21<sup>st</sup> and 28<sup>th</sup> of January 2019 and finally 4<sup>th</sup>, 11<sup>th</sup> and 18<sup>th</sup> of February 2019.

6.5 Winners will be required to supply their correct banking details which includes 3 month Bank statement, o the Promoter as and when required in order for the prize money to be deposited into their bank account.

6.6 The organisers or promoters will not be held responsible for payments made into incorrect bank accounts if the details supplied by the winner are incorrect.

## **7 The Winners**

7.1 There will be 60 winners selected in total. Four winners will be selected per week for each of the 15 weeks of the Competition.

7.2 All winners will be selected by an independent auditor nominated by the Promoter and will be notified telephonically within 24 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.

7.3 The winners will be required to supply a bank statement, a certified (no older than 3 months) copy of their ID book as well as the 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 provide these, within 24 hours, they will forfeit their prize.

7.4 The date that the Lottery ticket was purchased needs to be dated within the Competition dates of that week's draw.

7.5 By participating in the Promotional Competition, the winners hereby accept that they might be required to take part in further publicity relating to the Promotional 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 and video footage to the Promoter's website, Facebook and other social media platforms.

7.6 The winners will be required to supply a voice note and where required, photos for publicity purposes.

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

7.8 The Participants hereby acknowledge, agree and consent that, by taking part in the Competition that the Promoter may use the personal information collected through the Competition to adjudicate the Competition and for future marketing purposes by the Promoter themselves.

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.

## **8 The Rules**

8.1 The following rules apply to the Promotional 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 terminate/suspend this Promotional Competition or amend these Competition Rules at any time , however, such termination/suspension or amendment will be communicated to the Participants . 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 directors, 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 further correspondence will be entered into. For avoidance of doubt, 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.

8.1.4 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Competition 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.

## **9 Indemnification**

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

9.1.1 the Participant indemnifies and holds harmless the Promoter and its promotional partners, 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 Promotional 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 Promotional Competition constitutes acceptance of the Competition Rules.

10.2 By entering the Promotional 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 (due to incorrect contact details) after 3 attempts 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 (i.e. false information).

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 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 Platform/Network.

11.4 By partaking in the Promotional Competition, the Participants hereby acknowledge, agrees and 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.