TERMS AND CONDITIONS
AfriSam (South Africa) (Pty) Ltd's 'Pitch Up In Pink' Competition – 2019
("the Competition")

## **TERMS AND CONDITIONS**

- 1. The Competition is organised by AfriSam (South Africa) (Pty) Ltd ("AfriSam").
- 2. By entering the Competition, all entrants, participants and winners agree to be bound by these rules (which rules will be interpreted by AfriSam and whose decision regarding any dispute will be final and binding).
- 3. AfriSam reserves the right to amend, modify, change, postpone, suspend, cancel the Competition and any Prizes as defined in 6 below (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason, which AfriSam reasonably deem necessary.
- 4. The Competition commences on 7 January 2019 and ends on 24 January 2019 at 00h00 ("the Competition Period").
- 5. The Competition is open to permanent residents and citizens of South African over the age of 18 years in possession of a valid South African Identity Document except any director, member, partner, employee, agent, service provider or consultant or any person who directly or indirectly works with AfriSam and/or immediate family members of any employee, director, member, partner, agent or consultant of or any person who directly or indirectly deal with AfriSam, its advertising agencies and its advisers or organisers of this Competition.
- 6. The participants stand a chance to win 1 (one) set of 4 (four) entrance tickets (Taverners seats) to the Momentum Pink ODI (South Africa vs Pakistan) at Bidvest Wanderers Stadium ("the Stadium") on Sunday, 27 January 2019 (collectively referred to as "the Prize/s") daily during the Competition Period. Please note as follows:
  - 6.1. Cricket South Africa's Terms and Conditions, as available at https://www.ticketpros.co.za/portal/web/index.php/event/3a64756f-10c2-52b4-b255-5b83d6298dd3 ("the CSA Terms and Conditions"), will strictly apply to the use of the Prizes by the winners.
  - 6.2. It shall be the sole responsibility of the winners to ensure adherence to, and compliance with, the CSA Terms and Conditions.
  - 6.3. AfriSam shall in no way be held liable for any non-compliance with the CSA Terms and Conditions by the winners, nor shall the winners have any remedy against AfriSam in the event that their admission to the Stadium is refused, they are removed from the Stadium or in terms of any other matter howsoever arising as a result of their use of the Prizes.
  - 6.4. Costs of delivery of the Prizes to the winner will be borne by AfriSam, which delivery shall be made at the date, time and place stipulated by AfriSam in its sole discretion. Alternatively, the winners may collect their Prize from AfriSam House, Constantia Park, Cnr 14th Avenue and Hendrik Potgieter Road, Weltevredenpark, Roodepoort, 1709 by prior arrangement with AfriSam only and provided that they are able to produce proof of identification.

- 7. To enter the Competition, participants must:
  - 7.1. Spot an AfriSam branded pink Readymix truck; and
  - 7.2. Tell us where on Facebook or Twitter (collectively referred to as "Social Media") using the hashtag #PitchUpInPink and tagging @AfriSam

("Entry/Entries")

- 8. Entries which are unclear, illegible, submitted via an incorrect mechanism, contain errors or are from disqualified persons will be declared invalid.
- 9. Participants may enter the Competition repeatedly but can only win the Prize once.
- 10. Any Entries received after the closing date and time stipulated in 4 above will not be taken into consideration.
- 11. Winners of the Prizes shall be determined by means of a random draw to be conducted by Promise Brand Specialists (Pty) Limited.
- 12. By entering the Competition and thereby agreeing to be bound by the Competition rules, all participants and entrants expressly and unequivocally release Facebook and any other Social Media from any connection with, and/or liability, which may arise in relation to the Competition.
- 13. The Competition is in no way sponsored, endorsed, administered by or associated with Facebook or any other Social Media.
- 14. AfriSam and/or Promise Brand Specialists (Pty) Limited and/or its advertising agents will contact the winners, via a private message on Social Media. Should the winner not respond within 24 hours of the first attempt at contact, the Prizes will be forfeited and another winner will be selected.
- 15. In the event of any dispute arising in relation to the interpretation of the Competition rules, AfriSam's decision is final and no correspondence will be entered into with entrants, participants or winners in this regard.
- 16. All participants and the winners, as the case may be, indemnify AfriSam, its advertising agencies, advisers, nominated agents, suppliers (including, but not limited to) its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this Competition (including as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of AfriSam and/or use of the Prizes).
- 17. The Prizes shall not be transferable and may not be exchanged for cash. AfriSam reserves the right to substitute the Prizes with any other Prize of comparable commercial value. All ancillary costs (other than the ones specifically provided for in these rules), including but not limited to those incurred for purposes of transport, fuel, personal and incidental expenses, or any other fees applicable are the responsibility of the winner/participants.

- 18. By entering this Competition the participants authorise AfriSam and its promoters to collect, store and use their personal information for communication or statistical purposes, and consent to the dissemination of such personal information to AfriSam's authorised agents and suppliers for purposes of redeeming the Prize contemplated in the Competition.
- 19. AfriSam and its agents reserve the right to cancel, modify or amend the Competition at any time, if deemed necessary in its opinion, and if circumstances outside of its control should arise.
- 20. AfriSam shall not be responsible for any changes, substitution, withdrawal, cancellation or postponement of any part of the Prize beyond its control and AfriSam shall not be obliged to award any other Prizes in lieu thereof.
- 21. If a dispute as to the identity of the winner arises, the owner of the social media profile in question will be deemed the legal winner of the Competition, irrespective of who entered using the handset. Entries are represented and identified by the social profile used to enter. AfriSam shall not take any responsibility for users of profiles not belonging to the person in question.
- 22. AfriSam will require the winner/s to complete and submit an information disclosure agreement and indemnification to enable AfriSam to ensure compliance with these rules and the Consumer Protection Act 68, 2008. Should any winners refuse or be unable to comply with these rules for any reason, such winner will be deemed to have rejected the Prize and it shall revert back to AfriSam.
- 23. AfriSam has the right to photograph and/or publish the winner's name/s on Social Media and in printed media, or any other relevant media. When accepting the Prize, the winner must indicate should they not want their images to be published.
- 24. All queries in connection with this Competition should be directed to AfriSam via email at customer.service@za.afrisam.com