

TERMS AND CONDITIONS

AfriSam 'Swazi Power' Competition – 2017 (“the Competition”)

(“the Terms and Conditions”)

TERMS AND CONDITIONS

1. The Competition is organized by AfriSam (South Africa) (Pty) Ltd (“AfriSam”).
2. By entering the Competition, all entrants, participants and winners agree to be bound by the rules set out in these Terms and Conditions (which 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 (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 shall commence on 1 July 2017 and end on 30 November 2017 at 00h00.
5. The Competition is open to entry by permanent residents and citizens of Swaziland who are over the age of 18 years and in possession of a valid 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 organizers of the Competition.
6. The Competition prizes include the following, and participants stand a chance to win 1 (one) of the prizes indicated below:
 - 6.1. **Monthly prizes (with each of the below prizes available to be won over a period of 5 (five) months):**
 - 6.1.1. 3 x power generators
 - 6.1.2. 2 x 2 500 litre branded water tanks
 - 6.1.3. 5 X E1 000 Shoprite vouchers
 - 6.1.4. 5 x E500 Shoprite vouchers,
 - 6.2. **Instant Prizes (which are available to be won, subject to availability):**
 - 6.2.1. 900 x Airtime vouchers (denominations of E10, E30 and E50 respectively, across all Swaziland mobile networks and redeemable by prepaid users only.

(collectively referred to as “the Prize/s”)

7. The following will apply in relation to the Prize/s:
 - 7.1. The visuals of Prizes which may appear on point-of-sale and marketing collateral in relation to the Competition are for representation purposes only. AfriSam reserves the right to supply the same or a similar Prize if the exact one is not available from its suppliers at the time of winning.
 - 7.2. The Prizes will be delivered to the winner/s on a date to be determined in consultation with the winner/s. AfriSam will not be liable for the winner's transport costs to the relevant handover venue, if applicable.
 - 7.3. The delivery costs relating to the delivery of the power generator or water tank to the relevant winner's selected address will be borne by AfriSam.
8. To enter the Competition, SMS the unique code found inside the limited Competition branded AfriSam All Purpose Cement bags ("the Participating Product") to 31212 ("Entry or Entries").
 - 8.1. The Cost per Entry shall be E1.00 (including VAT) and free SMSs do not apply. Incomplete and/or invalid Entries may be billed by the participant's service provider. AfriSam shall not be responsible for telecommunication failures on the part of the participant's service provider.
 - 8.2. 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 as many times as they wish by SMSing their unique code found inside the limited Competition branded Participating Product to 31212, provided that each SMS must contain a different unique code from a different limited edition branded Participating Product bag.
10. Any Entries received after the closing date and time stipulated at paragraph 4 above will not be taken into consideration by AfriSam.
11. Winners shall be determined by random draw by independent auditors. The Prize draw will, unless otherwise communicated, take place on a monthly basis by the 20th of each month.
12. AfriSam and/or its advertising agents will contact the winners ONLY, via SMS/telephone. Winners who are not contactable by telephone within 48 (forty eight) hours after the Prize draw will be disqualified and a new winner will be drawn and contacted.
13. In the event of any dispute arising in relation to the interpretation of these Terms and Conditions, AfriSam's decision is final and no correspondence will be entered into with entrants, participants or winners in this regard.

14. All participants and the winners, as the case may be, indemnify AfriSam, its advertising agencies, advisers, nominated agents, suppliers, 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 whatsoever in the 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*).
15. The Prizes shall not be transferable and may not be exchanged for cash.
16. 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 Terms and Conditions), including but not limited to additional transport, fuel, personal and incidental expenses, government taxes or other fees applicable shall be borne by the winner.
17. By entering the Competition, the entrants authorise AfriSam and its promoter, to collect, store and use (and not disseminate) the personal information (as defined in the Protection of Personal Information Act, 2013 of South Africa) provided on the entry form for communication or statistical purposes.
18. 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 AfriSam's control should arise.
19. AfriSam shall not be responsible for any changes, substitution, withdrawal, cancellation or postponement of any part of the Prizes beyond its control. AfriSam shall, in addition, not be obliged to award any other prizes in lieu of the Prizes if they are subsequently cancelled, postponed, substituted, withdrawn, changed or unavailable.
20. 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 with the Consumer Protection Act 68, 2008 of South Africa. Should any winners refuse or be unable to comply with the Terms and Conditions for any reason, such winner will be deemed to have rejected the Prize and it shall revert back to AfriSam.
21. AfriSam has the right to photograph and publish the winners' name/s in any printed media, or any other relevant media. When accepting the Prize, the winners must indicate to AfriSam should they not want their images to be published.
22. All queries in connection with this Competition must be directed to AfriSam (South Africa) Pty Ltd via email to:
customer.service@za.afrisam.com