

TERMS AND CONDITIONS

AfriSam (South Africa) (Pty) Ltd's "Get Lucky" Competition – 2020
("the Competition")

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 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 deems necessary.
4. The Competition commences on 1 March 2020 and ends on 30 September 2020 at 00h00 (“the Competition Period”), subject to the provisions of paragraphs 9 and 10 below and to the provisions of all regulations, guidelines, Directions, directives and documents issued, or to be issued by the Government of the Republic of South Africa, in relation to the declaration of the outbreak of the Coronavirus (Covid-19) as a national state of disaster by the President of the Republic of South Africa in terms of the Disaster Management Act, 2002 on 15 March 2020 and the lockdown subsequently imposed from midnight on 26 March 2020 (“the State of Disaster”).
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 Competition prizes include the following, and participants stand a chance to win 1 (one) of the prizes indicated below:
 - 6.1. **Instant Daily Prizes (which are available to be won, subject to availability and to paragraph 10 below):**
 - 6.1.1. 5 000 x Data vouchers (in denominations of R10 across all South Africa mobile networks and redeemable by prepaid users only). (“the Instant Daily Prize/s”).
 - 6.1.2. Participants can win an Instant Daily Prize more than once.
 - 6.2. **The Monthly Main Prize (one of which is available to be won monthly, and shall be awarded over the Competition Period, subject to paragraph 9 below):**
 - 6.2.1. 1 Toyota Hilux Single Cab, SC2.0VVTi 5MT (A03) (being a standard model with no optional extras included) but including the license and registration costs thereof (“the Monthly Main Prize”).
 - 6.2.2. Participants can only win a Monthly Main Prize once.

6.3. Online shopping vouchers (which are to be won by won randomly over the 4 (four) month Competition Period, subject to paragraph 10 below)

- 6.3.1. 80 x online shopping vouchers to the value of R100.00 (“the Online Vouchers”).

(the Instant Daily Prizes, the Monthly Main Prize and the Online Vouchers are hereinafter collectively referred to as “the Prizes”)

- 6.4. The Monthly Main Prize shall be awarded subject to the following conditions:

- 6.4.1. The vehicle colour will be as pre-determined by AfriSam and cannot be altered;
 - 6.4.2. the Monthly Main Prize will be awarded inclusive of AfriSam branding; and
 - 6.4.3. AfriSam and the dealership will endeavor to assist the winner of the Monthly Main Prize with the vehicle registration process, provided that the required registration documentation is provided by the winner of the Monthly Main Prize.
 - 6.4.4. Unless expressly set out herein, all costs in relation to the Monthly Main Prize, including but not limited to petrol costs, costs of maintenance and the costs of insuring the vehicle, shall be for the winner of the Monthly Main Prize’s account.
- 6.5. Costs of delivery of the Monthly Main Prize to the winner thereof, which delivery shall be made at the date, time and place stipulated by AfriSam in its sole discretion, shall be borne by AfriSam (excluding costs to be incurred by the winner in travelling to the place of delivery, which shall be the responsibility, and for the account of, the winner of the Monthly Main Prize).

7. Entering the Competition

- 7.1. To enter the Competition for the **Instant Daily Prizes**:

- 7.1.1. The participant must dial the USSD string and enter the unique number found on the inside of selected AfriSam **All Purpose Cement** bags using *120*22211*uniquecode# (“the Participating Product”) via the USSD mechanism.
- 7.1.2. The cost per entry shall be the USSD charge of 20 cents per 20 seconds. (including VAT), Free minutes 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.

- 7.2. To enter the Competition for the **Monthly Main Prize**:

- 7.2.1. The participant must send his/her till slip, indicating that a minimum of 5 (five) bags of the Participating Product have been purchased by the

participant, via Whatsapp to 086 646 9699.

- 7.2.2. The participant must retain proof of the purchase referred to in 7.2.1 above in order to claim the Monthly Main Prize, whichever is applicable.
- 7.2.3. Entries for the Monthly Main Prize will be validated within 12 hours of receipt.

7.3. To enter the Competition for the Online Vouchers:

- 7.3.1. The participants stand a chance to win 1 (one) online shopping voucher to the value of R100.00 during the Competition Period.
- 7.3.2. The participant must click through to the AfriSam promotional page via a digital web banner to stand a chance of winning.

(the entries referred to in 7.1, 7.2 and 7.3 above are hereinafter referred to as "Entry" or "Entries", as applicable).

- 7.4. Entries which are unclear, illegible, submitted via an incorrect mechanism, contain errors or are from disqualified persons will be declared invalid.
- 7.5. The participants may enter the Competition as many times as they wish by utilizing the entry mechanisms described in 7.1, 7.2 above, as and 7.3 insofar as may be applicable, provided that:
 - 7.5.1. In relation to Entries for the Instant Daily Prizes, each Entry contains a different unique code from a different Participating Product bag; or
 - 7.5.2. In relation to Entries for the Monthly Main Prize, the Entry indicates the purchase by the participant of a minimum of 5 (five) bags of the Participating Product and proof of purchase is supplied in terms of 7.2.2 above.
- 8. Any Entries received after the closing date and time stipulated in 4 above will not be taken into consideration.
- 9. Winners of the Monthly Main Prize shall be determined by random draw by Mediaworx. The winner of the Monthly Main Prize for March 2020 will, unless otherwise communicated by AfriSam in its sole discretion, be announced once inter provincial travel is permitted having regard to the State of Disaster. No Monthly Main Prize draws will take place in April, May or June 2020, but all Entries properly submitted for the Monthly Main Prize in April, May and June 2020 will be included in the July 2020 draw. The Monthly Main Prize draws will, unless otherwise communicated by AfriSam in its sole discretion, take place between the 1st and the 10th of each month commencing from July 2020, with the last draw occurring in September 2020.
- 10. No Instant Daily Prizes or Online Vouchers will be awarded for April, May or June 2020. All Entries submitted for Instant Daily Prizes or Online Vouchers in April, May or June 2020 will be held over until July 2020 for the determination of the winners. From 1 July 2020, unless otherwise communicated by AfriSam in its sole discretion, the awarding of the Instant Daily Prizes and the Online Vouchers will resume.

11. AfriSam and/or its advertising agents will contact the Monthly Main Prize winner ONLY, via SMS/telephone. AfriSam or its agency will endeavor to contact each Monthly Main Prize winner 4 consecutive times using the cellular number as per the Entry. Should the winner not respond within 48 hours of the first attempt at contact, the Monthly Main Prize will be forfeited and another winner will be selected as per 9 above.
12. 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.
13. 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 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*).
14. The Prizes shall not be transferable. 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 obtaining a driver's license, additional transport, transport to collect the Monthly Main Prize, fuel, personal and incidental expenses, insurance, government taxes or other fees applicable are the responsibility of the winner/participants.
15. 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 authorized agents and suppliers for purposes of redeeming the Prizes contemplated in the Competition.
16. AfriSam and their 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 their control should arise.
17. AfriSam shall not be responsible for any changes, substitution, withdrawal, cancellation or postponement of any part of the Prizes beyond its control and AfriSam shall not be obliged to award any other Prizes in lieu thereof.
18. If a dispute as to the identity of the winner arises, the owner of the cellular handset 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 cellular number used to enter. AfriSam shall not take any responsibility for users of handsets not belonging to the person in question.
19. AfriSam will require the winner of the Monthly Main Prize 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 of 2008. Should the winner refuse or be unable to comply with this rules for any reason, such winner will be deemed to have rejected the Monthly Main Prize and it shall revert back to AfriSam.

20. AfriSam has the right to photograph and publish the winners' names in any printed media, or any other relevant media. When accepting the Prize, the winner must indicate should they not want their images to be published.
21. All queries in connection with this promotional Competition should be directed to the Mediaworx helpline on 011 504 0027 on weekdays between 08:00 and 17:00.