

## **WINTER SOUPS AND STEWS E-NEWSLETTER SUBSCRIBERS COMPETITION: TERMS AND CONDITIONS**

1. All persons entering the SOUPS AND STEWS E-Newsletter Subscribers Competition ("the promotional competition") ("the entrants") agree that the promotional competition rules as set out in these terms and conditions are binding on them.
2. The promoter of the promotional competition is The South African Mushroom Farmers' Association (SAMFA) ("the promoter").
3. The promotional competition will run from 2 August 2018 until midnight on 16 August 2018. Entries received after the closing date and time will not be considered.
4. The promotional competition will only be promoted by means of a promotional banner in the promoter's e-newsletter which is being sent to existing e-newsletter subscribers on the promoter's newsletter database.

### **WHO CAN ENTER?**

5. Entrants must be over the age of 18 (eighteen) years old and have a valid identity document or passport, reside in the Republic of South Africa during the period of the promotional competition and they must be existing e-newsletter subscribers of the promoter.
6. The entrant acknowledges that by partaking in the promotional competition, he/she has been given an appropriate opportunity to first read these terms and conditions before entering and that he/she understands and agrees to these terms and conditions.
7. Directors, members, partners, employees, agents or consultants of, or any other person who directly or indirectly controls or is controlled by the promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members of such persons, or anyone who supplies any goods or services in connection with this promotional competition, the sponsoring company/companies and/or agents and/or consultants involved in the promotional competition are not eligible for entry.

### **HOW TO ENTER**

8. In order to enter the promotional competition and stand a chance to win the entrant must:
  - 8.1. Be an existing subscriber to the promoter's e-newsletter prior to the start of the promotional competition and have received the e-newsletter to the email address with which he/she subscribed to the e-newsletter
  - 8.2. Click on the "win" banner as instructed in the e-newsletter to link to the promoter's website
  - 8.3. Once on the promoter's website, the entrant must complete his/her details as requested on the entry form and answer the question "Which do you prefer, SOUPS or STEWS?" with their preferred choice and click "Submit"
9. Only the answer "SOUPS" or "STEWs" will be accepted as correct and therefore only by giving 1 (one) of these answers will entrants qualify to be entered into the random draw.
10. Only 1 (one) entry per entrant will be accepted ie. each subscriber can only click on the banner once and enter once.
11. Only 1 (one) person may enter using the same newsletter.

12. Entries must be by the entrants submitting them and not by a third party on the entrant's behalf.
13. No responsibility is accepted for any entry that is not delivered, received or is delayed or damaged due to technical, network or IT reasons. Proof of sending is not proof of receipt.
14. Entrants are expected to pay their own cost of connecting to the internet.

#### **PRIZES**

15. Stand a chance to win 1 (one) Salton Pressure Cooker to the value of R999.00 (nine hundred and ninety nine rand).
16. The promoter reserves the right to substitute the prize for an alternative prize of equal or greater value should the prize promoted not be available due to unforeseen circumstances.

#### **DETERMINATION OF THE WINNERS**

17. The winner will be determined by a random draw conducted by an independent attorney in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").
18. The potential winner will be contacted on the phone number provided on the entry form as soon as reasonable possible after the draw taking place.
19. Once the winner has been determined there will be an announcement on the promoter's Facebook page. In line with data protection legislation, the name of winner will only be announced should they have consented to having their name disclosed.
20. The promoter will make 2 (two) attempts to contact the selected potential winner. If the selected potential winner cannot be contacted personally within 2 (two) working days, or if after first being contacted by the promoter, is not reachable, or the potential winner fails to provide the promoter with the required information to hand over the prize, the potential winner will forfeit the prize and a replacement winner will be selected from remaining qualifying entrants. This process shall continue until the winner has been contacted in terms of the terms and conditions.
21. By entering the promotional competition, all entrants will be deemed to have accepted and be bound by the promotional competition terms and conditions and the promoter's decision regarding any issue with the promotional competition, including interpretation of these terms and conditions, will be final and binding and no correspondence will be entered into.
22. The winner will need to provide positive identification to the promoter to receive the prize and will be required to furnish the promoter with information as required by the CPA. The promoter will arrange for delivery of the prize.
23. The promoter reserves the right to disqualify an entrant or select an alternative winner in the event that they reasonably believe, in their sole discretion, that the entrant is not eligible to enter, the winner is not eligible to win, they have contravened any of these terms and conditions, they have acted in a manner that is not in the spirit of the promotional competition, their conduct can be reasonably interpreted as being dishonest, scamming or circumventing the rules of the promotional competition, they have acted fraudulently with regards to the promotional competition, if it would be unlawful to award the prize or if the winner fails to accept the prize after 3 (three) attempts for any reason whatsoever, if after first being contacted by the promoter, the potential winner or winner is not reachable, or the potential winner or winner fails to provide the promoter with the required information to hand over the prize. In this instance the entrant will be disqualified from entering or the winner will be disqualified and forfeit the prize. The promoter's decision shall be final and no correspondence will be entered into.

## **PERSONAL INFORMATION AND FUTURE COMMUNICATION**

- 24.** By entering, an entrant acknowledges that personal information about the entrant will be shared with the promoter and their agents to the extent necessary to conduct the promotional competition and for prize to be delivered to prize winner.
- 25.** All personal information relating to the entrants will be used solely in accordance with South African consumer and data protection legislation.
- 26.** Where the entrant indicates that he/she would like the promoter to contact them in the future, he/she agrees that their relevant personal details will be held by the promoter and may be used by the same to send them information about the promoter's products and/or services.
- 27.** If in the future, where entrants do not wish to receive further communications from the promoter and would prefer their details to be removed from its database, or if they simply wish to make corrections to their details on to how they receive communications from the promoter, they simply need to inform us in writing at: mia@rgcom.co.za
- 28.** The winner has the right to decline permission to use their name or images in marketing material or participate in any marketing activity. Should the winner verbally or otherwise agree to it, the promoter may publish their names and images on, including but not limited to, the SAMFA Facebook page, Facebook account and/or website, if applicable, without any liability to the promoter or remuneration due to the winner.

## **LIABILITY AND RISK**

- 29. NB:** These terms and conditions and promotional competition rules contain certain terms and conditions which appear in similar text style to this clause and which may limit the risk or liability of the promoter or a third party; and/or may create risk or liability for the entrant; and/or may compel the entrant to indemnify the promoter or a third party; and/or serves as an acknowledgement, by the entrant, of a fact.
- 30.** The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.
- 31.** Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the entrant or the promoter in terms of the CPA.
- 32.** All entrants to this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the promoter and all entities, subsidiaries or holding companies of the promoter, their directors, employees and agents, inclusive of the advertising agency, of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the promotional competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or willful misconduct of any indemnified party.
- 33.** To the fullest extent permitted by law, by participating, the entrant indemnifies, releases and agrees to hold harmless the promoter, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from participating in the promotional competition, any promotional competition-related activity and/or acceptance, receipt, possession or use/misuse of any prize.
- 34.** To the extent permitted by law, the promoter will not be liable for any defects in

the prizes or any losses caused by such defects or losses arising from incorrect or inaccurate information supplied by entrants.

35. The promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.

#### **GENERAL**

36. The promoter reserves the right to shorten, extend, suspend the time period of the promotional competition or terminate the promotional competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The promotional competition, its prizes, and terms and conditions may be amended by the promoter, at any time during the promotional competition, and will be applied and interpreted within their sole discretion. In such an event, all entrants waive any rights that they may have/purport to have in terms of this promotional competition, and acknowledge that they will have no recourse against the promoter whatsoever.
37. South African law shall govern these promotional competition terms and conditions and the courts of South Africa shall have exclusive jurisdiction.
38. Should the promoter feel that the promotional competition terms and conditions need certain clarification, these will be available on the SAMFA website [www.mushroominfo.co.za/competitions](http://www.mushroominfo.co.za/competitions).
39. For more information or for a copy of these terms and conditions visit [www.mushroominfo.co.za/competitions](http://www.mushroominfo.co.za/competitions), or email [mia@rgcom.co.za](mailto:mia@rgcom.co.za).