



## GENERAL COMPETITION TERMS AND CONDITIONS OF THE CAPE TOWN INTERNATIONAL CONVENTION CENTRE SOC LTD (RF) (“CTICC”)

### 1. INTERPRETATION

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. **“the Act”** means the Consumer Protection Act 68 of 2008;
- 1.2. **“Competition Rules”** means the rules contained herein, as required by Section 36(3)(c)(i) of the Act;
- 1.3. **“Closing Date”** means the final date by which entries or applications must be received;
- 1.4. **“Commencement Date”** means the date upon which promotional material for a Competition is first published, broadcast, delivered, disseminated or otherwise made available to the public;
- 1.5. **“CTICC”** means Cape Town International Convention Centre Company SOC Limited (Registration Number 1999/007837/30);
- 1.6. **“Participant”** means any natural person, subject to paragraph 4 below, who enters into the Competition;
- 1.7. **“POPI”** means the Protection of Personal Information Act, No 4 of 2013;
- 1.8. **“Prize”** means the prizes as listed in paragraph 6 below;
- 1.9. **“Redeemable Period”** means the period that the Participants have to redeem their Prize, being within 14 (fourteen) days after receiving notice as described in paragraph 7 below;
- 1.10. **“Website”** means the official CTICC website, [www.cticc.co.za](http://www.cticc.co.za);
- 1.11. **“Winners”** means the Participants who are successful in the Competition and notified as such by the CTICC in terms of paragraph 7 below.

### 2. INTRODUCTION

- 2.1 CTICC intends running a competition to be conducted through its social media platforms and via other online publications (the **“Competition”**).
- 2.2 The Competition starts on the Commencement Date and closes on the Conclusion Date notwithstanding the Redeemable Period.

### 3. CONSUMER PROTECTION ACT

The Competition Rules contain certain terms and conditions which may:

- 3.1 limit the risk or liability of the CTICC or any relevant

third party; and/or

- 3.2 create risk or liability for the Participant; and/or
- 3.3 compel the Participant to indemnify the CTICC or a relevant third party; and/or
- 3.4 serve as an acknowledgement, by the Participant, of certain facts.
- 3.5 By entering the Competition, the Participant expressly acknowledges the above limitations, indemnifications and / or acknowledgements and agrees to be bound by these Competition Rules.

### 4. PARTICIPANTS

A Participant must be:

- 4.1 a natural person and may not be a juristic person;
- 4.2 a major in terms of section 17 of the Children's Act 38 of 2005; and
- 4.3 ordinarily resident in the Republic of South Africa.

The following person/s are expressly excluded from participating in the Competition:

- 4.4 a director, employee, agent of, or consultant to CTICC or any other person who directly or indirectly controls or is controlled by CTICC;
- 4.5 a director, employee, agent of, or consultant to a supplier of goods or services in connection with the Competition; and/or
- 4.6 the spouses, life partners, business partners or immediate family members of the parties referred to in clauses 4.4 and 4.5 above.

### 5. HOW TO ENTER

- 5.1 Participants must follow the actions as stated in the Competition and complete all the relevant details required thereby.

### 6. THE PRIZE

- 6.1 The Winners of the Competition will be awarded the Prize/s as stipulated in the Competition.
- 6.2 A Participant will be eligible to win only one Prize per competition.

### 7. THE WINNERS

The Winners will be randomly drawn from a pool of all Participants by the CTICC and:

- 7.1 CTICC will notify the Winners within 5 (five) days of the

- draw via the social media platform on which the Competition was promoted; and
- 7.2 The result of the Competition shall also be posted via the social media platform on which the Competition was promoted.
8. The Winner/s shall collect their Prize/s within the Redeemable Period from CTICC, 1 Lower Long Street, Cape Town, after an appointment has been made with the CTICC.
9. The Winners are required to collect the Prize/s in person and no third party, under any circumstances whatsoever, shall be entitled to collect the Prize/s on their behalf.
10. The Winners will be contacted a maximum of three times as stipulated in clause 7.1 above, and if the CTICC is thereafter unable to contact and notify the relevant Winner, or should the Winner not claim and collect the Prize within the Redeemable Period, the Winner shall forfeit the Prize and CTICC reserves the right to award the Prize to the next eligible Participant subject to the same conditions herein contained.
11. Winners are to make themselves available for marketing and publicity activities that CTICC may request with respect to the Competition and to allow the CTICC to use their image (including photographs) for publication through various media channels.
12. Winners are, however, entitled to decline the provisions of clause 11 above upon written notice to the CTICC prior to the Closing Date.
13. **THE RULES**
- The following further rules apply to the Competition:
- 13.1 In order to enter the Competition, Participants must complete the actions for the Competition as stated on the CTICC's social media platforms;
- 13.2 Participants must provide correct and up-to-date personal details as required by the CTICC and allow the CTICC to acquire such information in terms of POPI (if applicable);
- 13.3 the CTICC reserves the right to amend these Competition Rules by bringing it to the Participants attention within a reasonable period of time;
- 13.4 the CTICC reserves its rights to terminate the Competition for any reason on reasonable notice to the Participants by posting on the CTICC's social

media platforms.

- 13.5 the Prize is non-transferable, non-refundable, non-exchangeable and cannot be redeemed for cash.

#### **14. GENERAL**

- 14.1 Proof of identity will be required to collect a Prize and the CTICC reserves the right to refuse payment or handing over of a Prize to any potential winner who refuses to or cannot provide sufficient documentation to verify their identity.

#### **14.2 Should any taxes become due and payable by the Participants as a result of the Prizes, such taxes are the sole responsibility of the Participant and the CTICC hereby absolves itself of any responsibility in that regard.**

- 14.3 Any conduct by any person which, in CTICC's sole discretion, may provide a Participant with an unfair advantage over other Participants, unless these rules specifically allow for such conduct, will result in an automatic disqualification of the relevant Participant from this and all future competitions run by CTICC.

#### **14.4 CTICC is not responsible for any injury, damage or loss of any kind in connection with the Competition and/or the Prize. The Participants hereby expressly indemnify the CTICC in that regard.**

#### **15. VARIATION**

No variation of, addition to, consensual cancellation of or waiver of provision, term or any right arising in terms of these Competition Rules shall be of any force or effect unless it is reduced to writing and published on the Website and/or social media platforms by a duly authorised representative of the CTICC.

#### **16. WHOLE AGREEMENT**

This document contains the entire Competition Rules no person shall be bound by any undertakings, representations, warranties, promises, tacit terms or the like not recorded herein.

#### **17. RELAXATION**

No relaxation, indulgence or extension of time granted by the CTICC to the other party shall be construed as a waiver of any of the CTICC's rights in terms hereof, or a novation of any of the terms of these Competition Rules or estop the CTICC from enforcing strict and punctual compliance with the terms of these Competition Rules.