# Signarama Southern Africa EOFY (End of financial year) VEHICLE BRANDING PROMOTION TERMS AND CONDITIONS

## General

- 1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed to be acceptance of these Terms and Conditions.
- 2. The promoter is Signarama Southern Africa Marketing Fund of Unit 66 Studio Park, 5 concourse Crescent, Lonehill, 2191 ("Promoter").

# Open, Close, Draw and Publish dates

- **3.** The promotion commences on **08/01/2018** and ends close of business on **28/02/2018** and final entries must be received no later than **11:59pm CAT on 28/02/2018** ("Competition Period").
- 4. The prize draw will take place on 20/03/2018 ("Selection Date").
- 5. The winners (3 individual Prize Winners) will be the first 3 valid entries drawn from a random computer selection/lottery draw. The Promoter will ensure that all entries have an equal chance of winning a prize.
- 6. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
- 7. Of the 3 Prizes ( 3 x Vehicle Branding Vouchers of R 15 000/ N\$ 15 000 value each ) Prizes are limited to **one only per Individual or Eligible Business** that enters regardless of number of Eligible Entries based on the "Qualifying Transaction" entry guidelines.

# **Who Can Enter**

- **8.** Entry is only open to South African & Namibian Residents aged 18 or over who have fulfilled the requirements set out below. ('Eligible Entrants')
- 9. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, exspouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

#### **How to Enter**

- 10. To enter, individuals must spend **R 5000/N\$ 5 000 or more in a single transaction** at participating Signarama Stores in South Africa & Namibia during the Promotional Period ("Qualifying Transaction").
- 11. Unpaid Invoices as of 11:59pm CAT on 28/02/2018 ("Competition Period") relating to the "Qualifying Transaction" will be deemed invalid.

# **Number of Entries permitted**

- 12. Eligible Entrants will receive one entry for every R 5 000/N\$ 5 000 or over increment spent in the Qualifying Transaction, up to a maximum of 5 Entries per Qualifying Transaction. For example, individuals that spend between R 5 000/N\$ 5 000 R 12 000/N\$ 12 000 in the "Qualifying Transaction" will receive 2 entries to the promotion, and individuals that spend R 25 000/N\$ 25 000 or more in the "Qualifying Transaction" will receive 5 Entries.
- 13. Items must be fully paid for as at the end of the competition period to be eligible for entry to the promotion. Eligible Invoices (Invoice No.) will be submitted for entry to the promotion. In circumstance's where an eligible invoice accounts for multiple entries due to the "Qualifying Transaction" the corresponding Inv No. will be entered up to a maximum of 5 times as corresponds to the purchase amount.
- 14. Entry details remain the property of the Promoter and will not be returned to the entrant.
- 15. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, submitted an entry that is not in accordance with these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation arising out of any such an offence are reserved.
- 16. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

## Prize on offer

- 17. The total prize pool is valued at up to R 45 000/N\$ 45 000, as at 08/01/2018. Prizes are not transferable or exchangeable and cannot be taken as cash.
- 18. The prizes on offer are: 3 x R 15 000/N\$ 15 000 Vehicle Branding Vouchers. Only one each of the Vehicle branding Voucher Prizes valued at R 15 000/N\$ 15 000 can be won per Eligible Individual or Business that enters.
- 19. Signarama may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
- 20. The Promoter's decision is final and no correspondence will be entered into.
- 21. The first 3 valid entry's drawn will each win a (1) x Vehicle Branding Voucher of R 15 000/N\$ 15 000 value.
- 22. Winners will be notified by phone within two (2) business days of the Selection Date, their names may be published on the Signarama Southern Africa website, may be used by the Promoter across various social media channels.
- 23. An additional draw for the Prize, if unclaimed may take place.

## **Further Terms and Conditions**

- 24. Each prize voucher is valid for 12 months from the date of the prize draw.
- 25. Any ancillary costs associated with redeeming the Prize are not included. Redemption of the Prize is subject to any terms and conditions of the issuer.
- 26. All other expenses are the responsibility of the Prize winner including but not limited to freight, travelling cost, insurance and all other ancillary costs.
- 27. The Prize winner acknowledges that the Prize is subject to the standard terms and conditions of the individual prize supplier(s) and may be subject to additional terms and conditions imposed by third parties. The winner must become acquainted with any such additional terms and conditions prior to accepting the Prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, or for the breach of those conditions by any person.
- 28. If for any reason the winner does not claim/take/redeem the Prize (or an element of the Prize) by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited.
- 29. The Promoter will use its best endeavours to provide the Prize as listed. If the Prize (or any element of the Prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize of equivalent value and/or specification, subject to any written directions from a regulatory authority. The Prize may be made and installed by a different Signarama store to the one the original 'Eligible Entry Transaction" was made.

- 30. The Promoter takes no responsibility for any personal injury or in respect of any personal belongings, goods or equipment damaged or lost in transit or during any Prize activity.
- 31. The Promoter accepts no responsibility for any tax implications that may arise from acceptance of the prize winnings. Independent financial advice should be sought
- 32. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 33. In participating in a Prize activity, the winner agrees to participate and co-operate as required in all editorial activities relating to this promotion, including but not limited to being interviewed, video recorded and/or photographed. The winner agrees to grant the Promoter a perpetual and non-exclusive licence to use such audio, footage and/or photographs in all media worldwide and the winner will not be entitled to any fee for such use. The winner agrees they will not sell or otherwise provide their story, video and/or photographs to any media or other organisation.
- 34. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Prize winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 35. Any cost associated with accessing the promotion entry page is the entrant's responsibility and is dependent on the Internet service provider used.
- 36. Nothing in these Terms and Conditions limits excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Protection Act, as well as any other implied warranties. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 37. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) redemption of, use of, taking of and/or participating in the Prize.

38. The Promoter collects personal information ("PI") for the purpose of conducting this promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to South Africa & Namibian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="https://www.signarama.co.za/about/privacy-policy">www.signarama.co.za/about/privacy-policy</a> and is subject to the POPI Act. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. In order to do this, the Promoter may share the entrant's details with its service providers who are contract-bound to protect the entrant's privacy. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the South Africa & Namibian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.