## SPUR TWO OCEANS HALF MARATHON PROMOTIONAL COMPETITION RULES (Terms and Conditions)

- This Competition ("the Competition") is conducted by Spur Advertising (Pty) Ltd ("Spur") ("the Promoter") and may only be entered into by residents in South Africa who are 16 (sixteen) years of age or older on the day of the event.
- 2. No persons who are directors, members, partners, employees, franchisees, or agents of, or consultants to the Promoter, their marketing service provider(s) utilised in connection with this Competition, any supplier of goods or services in connection with this Competition, any other person who directly or indirectly controls, or is controlled by, them, or any spouse, life partner, parent, child, brother, sister, business partner or associate of any of such persons, may enter into the Competition.
- 3. A copy of these Competition rules ("the Rules") is available on <u>www.spur.co.za</u>. These Rules may be amended by reasonable notification via the Spur website at any time during the Competition, and will be applied and interpreted by the Promoter and their decisions regarding any disputes relating to such meaning and/or content will be final and binding.
- Participation by the entrants in the Competition constitutes an agreement to abide by these Rules as well as by the Two Oceans Marathon Rules and Regulations. The Event Rules may be located at <u>http://www.twooceansmarathon.org.za/information/rulesregulations</u>;
- 5. The Competition starts at 08:00am on Wednesday 14 February 2018 and ends at midnight on Thursday 22 February 2018.
- 20 (twenty) winners will be chosen and will each win 1 (one) complimentary entry into a Two Oceans fun run 2018 event.
  - 6.1 The prize will not include any meals, transport to or from the event, accommodation or any additional expenses.
- 7. To enter, participants must take a screenshot of Soaring Eagle in the outline on the video posted on the Spur Sports Twitter and Instagram pages, tag @SpurSports on either the Spur Sports Twitter or Instagram page.

- In addition to the requirements detailed in clause 7 above, entrants will be required to register as members of the Instagram (<u>www.instagram.com</u>) and follow Spur Sports (https://www.instagram.com/spursports/) / or Twitter (<u>www.twitter.com</u>) social networking website (<u>www.twitter.com</u>) and follow Spur Sports (https://twitter.com/spursports?lang=en)
- 9. This Competition is no way sponsored, endorsed or administered by, or associated with Instagram and / or Twitter.
- 10. Only 1 (One) entry is permitted per person.
- 11. The winners will thereafter be selected by a Spur representative via random selection.
- 12. Winners of the prizes will be notified after the end of the Competition period and will be notified by telephone and / or email by a Spur representative.
- 13. The winners will be required to forward copies of their Identity Document and details of their address to Spur Advertising (Pty) Ltd within the time period stipulated by Spur. Every reasonable effort will be made to contact the winners, however if the winners do not respond to the notification/s and / or provide the required documents within 2 (Two) days after Spur has informed him or her that he / she has won the prize, failing which the winner will forfeit the prize and Spur will be entitled to re-draw a new winner. Shortly after the winners have complied with the above requirements, the winners will be contacted by a Spur representative, who will confirm delivery address details and approximate delivery date of the prize.
- 14. The prize is not transferable, exchangeable or redeemable for cash and, to the maximum extent permitted in law, the Promoters and their subsidiary and holding companies are not liable for any defects in, or changes to, any part of the prize. No entry substitutions will be accepted once the winner's details have been captured.
- 15. The Promoter may, after the winner has accepted the prize, and both before or after the winner of the Competition has been publicly announced, request that the winners permit the use of their image/s and/or name/s in their marketing material and / or participate in their marketing activities (including endorsing, promoting and / or advertising the services of, Spur or any of their subsidiary or holding companies) ("the Invitation"). The winners have the right to expressly decline the Invitation in the manner stipulated in this clause. Should the winner fail to decline the Invitation by telephone, e-

mail or in writing to Clare Rainey Tel: 021 555-5100, Email: <u>clarer@spur.co.za</u>, Postal address: P.O. Box 166, Century City, 7446 Cape Town, South Africa, within 3 (Three) days of being notified that they are the winners of the Competition and being expressly requested to accept or decline the Invitation in writing, then such winners shall be deemed to have accepted the Invitation and granted permission and / or agreed to participate in marketing activities in the manner set out above.

- 16. To the maximum extent permitted in law, the owners of any Spur restaurant, Spur Advertising (Pty) Ltd, or any holding or subsidiary companies of any of them, or any of their respective directors, officers, managers, employees, agents, franchisees, or anyone associated with any of them, shall not incur any liability to any person for any injury, loss, claim or damage of any nature whatsoever whether direct, indirect, consequential or otherwise, as a result of (or in any way connected to) any person entering into, or arising from any cause whatsoever or howsoever arising from any person's participation in any way, in this Competition or as a result of (or in any way connected to) any person entering into, any prizes won there under (any such prizes being utilized and accepted at the sole and own risk of any winner thereof).
- 17. In the event of a dispute in respect of any aspect of the Competition, the Promoters' decision is final and binding and no correspondence will be entered into.
- 18. By entering the Competition, entrants agree to receive further communication and direct marketing material from the Promoters, and their holding and subsidiary companies, provided that the entrants may opt-out of receiving commercial communications at any time via the appropriate opt-out mechanisms provided by the Promoters for such purpose.
- 19. This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Rules and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website: <u>www.dti.gov.za</u>.
- 20. Any provision of these Rules or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.