

The Terms and Conditions set out below apply to all participants entering the 'Joy of Christmas' Competition ("the Competition") conducted by Ekhamanzi Springs (Pty) Ltd ("the Promoter"). Participation in the Competition is deemed to be an acceptance of the Terms and Conditions.

1. The Competition is open to all persons over the age of 18 years residing in the Republic of South Africa, except directors, members, business partners, employees of the Promoter, the SABC, or their respective sales agents, advertising agency staff, advisors, consultants, associated companies, service providers and the immediate family members of aforesaid persons (including, but not limited to, spouse, life partners, parents, children, brothers and sisters).
2. The Competition commences on 28 November 2016 at 00h01 and will end on 13 December 2016 at 23:59pm. No entries received before or after this promotional period will be accepted. This competition is in no way sponsored or endorsed by WhatsApp.

3. Entry Mechanism

In order to enter the Competition consumers need to undertake the following:

- 3.1 Tune in to Metro FM during the Great Escape Show which is broadcast weekdays from 12PM – 3PM.
- 3.2 Listeners are encouraged to submit their idea for Sharing Joy this Christmas by sending a WhatsApp voice note, in English, to 079 172 0130. No text entries or voice calls to that number will be accepted as entries.
- 3.3 Offensive entries will be rejected and will not count as valid entries and will be automatically disqualified. The promoter retains the right to disqualify any entries which would constitute unsavory or defamatory speech. The entry message should be clear and in English and contain an appropriate suggestion to 'Share the Joy of Christmas'. Any entries that are in any way illegible or unclear will be rejected.
- 3.4 Participants must enter on a mobile phone that is owned and registered to that person. No other person can use another person's mobile phone to enter. If it is discovered that participants have entered the Competition using a mobile phone that is not registered to them they will be disqualified and the participant will be requested to return or refund any prizes which may have been awarded.
- 3.5 Winners of the Competition will be contacted on the mobile number they used to enter the Competition. In the event that the winner cannot be reached for whatever reason within a 24 hour period the Promoter shall be entitled to disqualify the entrant and award the prize to the next qualifying entry selected.
- 3.6 The Promoter accepts no responsibility for entries that are lost or delayed or which are unable to be sent due to a lack of network coverage, or for any other reason beyond the Promoter's control. Proof of sending will not be accepted as proof of receipt. The Promoter is not responsible for any problems or technical malfunction of any telephone, network or network providers or any other technical problems.
- 3.7 A winner will be announced daily on air during the Great Escape Show on Metro FM on the following dates: 5, 6, 7, 8, 9, 10, 13, 14, 15 and 16 December 2016. Winners must be contactable on the number used to enter the competition during the broadcast times of the Great Escape Show on these dates in order to claim their prize.
- 3.8 The promoter reserves the right to broadcast and or re-purpose the WhatsApp voice notes that are submitted as entries. By entering the competition entrants give their consent to the use and reproduction of submitted voice notes without the need for further consent and without compensation for the use and distribution thereof.

4. Prize Detail

- 4.1 Entrants can win their share of R100 000 as part of 1 of 10 'Joy of Christmas' giveaways which will be inspired by their submitted winning entry.
- 4.2 Finalists will be drawn randomly according to the schedule below:

Draw Number	Date Winner Announced on Metro FM
1	5 December 2016
2	6 December 2016
3	7 December 2016
4	8 December 2016
5	9 December 2016
6	12 December 2016
7	13 December 2016
8	14 December 2016
9	15 December 2016
10	16 December 2016

- 4.3 The best, or most interesting, voice note from a group of finalists will be chosen by the Promoter to be the winner of 1 of 10 Prizes. The winner will be chosen at the Promoter's sole discretion and the Promoter's decision is final and no correspondence will be entered into.
- 4.4 The winner of the prize will be contacted by the Promoter as soon as reasonably possible.
- 4.5 The parameters, value and nature of the individual prizes being offered are entirely at the Promoter's discretion. Should a mutually acceptable prize agreement not be reached, the Promoter reserves the right to withdraw any offers made and re-award the prize to another entrant from the same pool of finalists. In such an instance the original winner holds no claim to any prize.
- 4.6 The promoter will discuss the details of the prize interpretation and arrange for the receipt thereof by the winners within an agreed period. The Promoter retains the right to inform the entrant of the timeline for fulfilment of the prize. This is prize dependent as each prize is unique. Winners will be clearly informed of the prize timing once confirmed with the Promoter. If any delays are experienced, communication between the Promoter and the winner will be made.
- 4.7 Winners will be required to submit a copy of their ID as proof they are over the age of 18 and legally entitled to claim the prize they have been selected for.
- 4.8 In the event of an experiential prize being offered, the winner and all other attending persons will be required to sign a comprehensive Limitation of Liability document in order to claim the prize.
- 4.9 If a prize winner is found to be in breach of any of these Terms and Conditions, the Promoter will select a replacement winner at random and will contact that winner as soon as reasonably possible. In such circumstances, these terms and conditions shall also apply to the replacement winner.
- 4.10 The Promoter reserves the right to re-use any voice notes/images/pictures or video content submitted during this competition, as well as what may be captured during the execution of the prize fulfilment process, for any marketing purposes thereafter. Each entrant shall be deemed to have given an irrevocable worldwide licence to the Promoter to do the same.
- 4.11 Prizes are not transferable, non-negotiable and not redeemable for cash.
5. The decision of the Promoter in all matters is final and binding and no correspondence will be entered into.
6. By entering the competition, each entrant waives any claims that he/she may have against the Promoter and the Promoter's agents from any loss, damage, damages, liability, claim, expenses, cost orders or demand which may arise as a result of his/her participation in the competition and, where applicable, subsequent prize award and delivery.
7. The Promoter may suspend, otherwise modify or cancel the competition should the competition's continuation be untenable for reasons outside the Promoter's control. The Promoter will take reasonable steps to notify competition participants should

such steps become necessary and shall inform competition participants which steps it intends taking in this regard. In the event of any disruption to the competition, the Promoter shall use its reasonable endeavors to remedy the disruption and resume the competition on a fair and equitable basis to the participants.

8. The Competition, its prizes, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Competition, and will be applied and interpreted at the sole discretion of the Promoters. Such altered terms and conditions shall become effective immediately after being altered, or on such date as may be determined by the Promoters. No Participants shall have any recourse against the Promoters as a result of the alterations of the terms and conditions.