# Nelson Mandela Bay Municipality Booster Campaign

## Competition Terms and Conditions

Please read these terms and conditions carefully. The terms and conditions set out below apply to all participants taking part in the Nelson Mandela Bay Municipality Booster Campaign, (“the Promotion”) conducted by Nelson Mandela Bay Municipality, Tel: 041 506 5555 ("the Promoter").

1. Participation in the promotion constitutes your acceptance of these terms and conditions. All information relating to this competition and published in any promotional material will form part of the terms and conditions of entry.
2. The promotional competition is open to permanent residents of South Africa (residing in the Republic of South Africa during the period of the Competition and in possession of a valid identity document or visa) over the age of 18 years, except any employee, director, member, partner, agent or consultant or any person directly or indirectly who controls or is controlled by the Promoter and/or immediate family members of any employee, director, member, partner, agent or consultant of or person indirectly or directly in control of all controlled by the Promoter, its advertising agencies, advisers, dealers, suppliers and/or associated companies, and/or a participant who has won a prize through a promotional competition run by the Promoter at least three months prior to the announcement of the winner of the Prize (“Disqualified Persons”).
3. The promotion will run from 21 December 2016 until 30 June 2017.
4. The qualifying period for account holders eligible for award upon which performance will be measured, will be December 2016 and January 2017.
5. The most improved ward prize allocation performance will be measured over a period determined at the discretion of the Promoter and awarded in March 2017.
6. All Nelson Mandela Bay Metro Municipality residential municipal customers who meet the qualifying criteria will be automatically entered into the competition and the random draws.
7. Winner draws will take place by July 2017.
8. In order to qualify to be entered into the competition the customer needs to meet the following criteria specific to each prize:

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **Prize Value** | **Structure of Prizes** | **Criteria** |
| **First Prize** | R 10 000.00 | ONE person from EACH cluster will win the Cash Prize | * Customer’s current account needs to be paid up * Customer needs to have settled arrears or have made arrangements to settle arrears * Customer needs to have signed up for a debit order with the municipality/needs to have arranged for a stop order with their bank |
| **Second Prize** | R 5 000.00 | ONE person from EACH cluster will win the Cash Prize | * Customer needs to be paying their current account * Customer needs to be contributing to settlement of arrears. |
| **Grand Prize** | R260 000.00 | 1 of 2 cars each awarded to an individual customer in the municipality | * Customer needs to have signed up for a debit order * Customer current accounts needs to be settled and remain settled until 30 June 2017. * Customers arrears need to be settled and remain settled until 30 June 2017. * Customer to ensure that they do not get into arrears for the duration of the competition. |
| **Most Improved Ward Prize** | R 50 000.00 | Awarded to 1 ward in the municipality | * This prize will be awarded to the most improved ward identified after the campaign. * The prize money should be given to/ allocated to the improvement of a public school/ clinic. |

1. Ward Clusters (as mentioned in the table provided as part of clause 6) refer to the grouping of the various Municipal Wards into separate smaller groups. The Nelson Mandela Bay Municipality consists of a total of 60 distinct Municipal Wards, which have been divided into 6 separate clusters of 10 Wards per cluster. There will be 1 (one) winner per cluster for the cash prizes – therefore there will be a total of 6 (six) winners per cash prize.
2. Prizes:
   1. First Prize: 6 x R10 000 Cash Prizes (1 prize per cluster);
   2. Second Prize: 6 x R5 000 Cash Prizes (1 prize per cluster);
   3. The Grand Prize: 2 x cars up to the value of R130 000 each (1 car per individual winner and cars based on set preselected car models); and
   4. The Most Improved Ward Prize: 1 x R50 000 donation to be awarded to a public school, clinic, or similar entity.
3. Winners will be auto-selected based on a random draw. Should a residential municipal customer be selected as a winner, he/she will be notified via a telephone call/SMS/Email/Facebook DM within 7 working days of the draw date. Only once the winner’s Identity Document and any other requested documentation is received, will the winner be confirmed and the prize awarded. Should the winner not have a valid Identity Document or not meet any of the other qualifying criteria as per these terms and conditions they will be automatically disqualified and have no right to the prize. The Promoter’s decision is final, and no correspondence will be entered into. Should the winner not be contactable telephonically within 48 hours, the prize will be transferred to the next randomly selected entry.
4. Prizes will be awarded and or delivered and or presented to winners in a method determined by the Promoter.
5. The Cash Prizes will only be paid into legitimate banking institutions, based within South Africa. Bank account details to be provided in writing before the transaction will be made. The Promoter will not be liable for any losses caused by incorrect or inaccurate information supplied by winners. Payments may take up to 30 working days to be processed.
6. Car winners will need to be in possession of a valid driver’s license in order to redeem their prize. Any expenses resulting from accepting the prize will be for the winner’s own account and will not be covered by the promoter (this includes but is not limited to car insurance, fuel, registration and maintenance/repair).
7. The winner will accept the prize as is, at his/her own risk.
8. Winners may be required to sign Indemnities and Consent Forms in connection with their prize.
9. Prizes are not transferrable, exchangeable and may not be redeemed for cash and if not taken up for any reason, may be forfeited or be the subject of a separate draw or be allocated at the Promoter’s discretion to another winner. Winners will be allowed 30 (thirty) days to take up their prize and thereafter will forfeit the prize.
10. A person may not win more than one prize within a 3 (three) month’s period following the first win, nor shall any member of such person’s family (including, but not limited to, aunts, uncles, cousins, grandparents, in-laws, etc.), friends or acquaintances residing at the same address or on the same property (including communes).  The Promoter reserves the right to withhold prizes from any such person, and to reclaim any such prize if a breach of this rule is subsequently discovered. This applies to any and all promotions run by the Promoter on any platforms.
11. Any dispute with number ownership (such as more than one individual claiming to be the owner of the same number – verbally or otherwise) will result in immediate disqualification of both the number and the individuals, and no negotiations will be entered into.
12. The promoter is not responsible for any errors, non-deliveries or crossed lines caused by cellular phone service providers or networks and cannot be held liable for any resulting errors or prize misallocations.
13. Proof of eligibility, in the form of a valid Identity Book and any other requested documentation (such as proof of residence or payment history), to qualify for this competition must be provided to the Promoter upon request.
14. The Promoter reserves the right to disqualify anyone entering a competition that is not able to provide the requested documentation to the Promoter within 72 hours of the first request for documentation.
15. You must provide your legal name if drawn as a winner, as stated on your Identity Document.  The Promoter reserves the right to disqualify anyone entering the competition using a false name.  By entering the competition, you hereby warrant that all information submitted by you is true, current and complete.
16. All Participants and Winners indemnify the Promoter, its associated companies (directors, officers and employees) and agents, against any / all claims for any accident, injury, harm, death, damages, costs and/or loss, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this competition and the redemption of any prizes.
17. Participants of this promotion are voluntarily providing their personal information to the Promoter and the third party service providers running the promotion in conjunction with the Promoter. By entering this competition, participants authorise the Promoter and its Agencies to collect, store and use (not share) personal information of participants for communication or statistical purposes. Participants are entitled to decline any marketing communication.
18. By entering this competition, the participant consents that the Promoter may use names and images taken of the winners/participants for publicity purposes, without any further remuneration being payable to the winner. All promotional material will become the sole property of the Promoter. However, the participant/winner has the right to decline participating in any promotional activity or to object to these images being used by written notification to the Promoter, Attention: Legal Department. The written notification is to reach the Promoter by no later than the closing date.
19. The Promoter, to the extent allowed in Law, reserves the right to terminate this Competition immediately and without notice; accept no responsibility for any tax commitments arising from the acceptance of a Prize/s and independent financial advice should be sought for such purpose; not be held responsible for any unforeseen costs with regard to the acceptance of a Prize(s), besides that which is stipulated in the Competition; to the extent allowed in Law; and not guarantee, warrant or make any representations whatsoever regarding the quality of the Prize(s).
20. If the Promoter is required by any legislation, to alter any aspect of the competition or to terminate the competition as a result of changes in legislation, the Promoter will have the right to terminate this competition with immediate effect and without notice of such termination. In such event, all participants hereby waive any rights which they may have against the Promoter and acknowledge that they will have no recourse or claim of any nature whatsoever against the Promoters, it’s agents, contractors and/or sponsors.
21. The Promoter reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter or any of the Promoter’s brands into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Promotion as determined by Promoter in its sole discretion.
22. The Promoter may refuse to award a prize to any participant/winner in the event that that it reasonably believe, in its sole discretion, that the winner is not eligible to win, fails to accept the prize, has acted in a manner that is not in the spirit of the competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the competition, if there is any suspicion of any irregularities or fraudulent activities, if it would be unlawful to award the prize or if the winner fails to accept the prize after 2 (two) attempts for any reason whatsoever, or the winner fails to provide the Promoter with the required information to hand over the prize. In any of these circumstances, the winner will forfeit the prize, the Promoter’s decision shall be final and no correspondence will be entered into. In addition, any entrants/participants/winners suspected of fraud will be disqualified from any future promotions run by the Promoter or its associated agents.
23. The Promoter will, at its own discretion, be able to amend the terms and conditions or cancel the competition at any time during the duration of the competition.
24. Neither the Promoter nor its agents or distributors will have any liability whatsoever to any of the participants in relation to their participation in this promotion.
25. These terms and conditions may be subject to change and or amendment at the discretion of the Promoter without formal notification to the public.
26. A copy of the competition rules is available at [www.nelsonmandelabay.gov.za](http://www.nelsonmandelabay.gov.za)
27. For help or enquiries, please email customercare@mandelametro.gov.za or call 041 506 5555.