

## Himalaya Mentat Terms & Conditions - radio:

1. This promotion is organized and run by the Promoter, The Himalaya Drug Company in partnership with the following radio stations: Metro FM, Algoa FM & PUKfm. These are the competition rules to which all stations' listeners must adhere to (the competition rules will be made available and accessible to everyone on the websites of all radio stations).
2. This promotion is open to listeners who reside in Algoa FM's broadcast area only, aged 18 or over, excluding directors, members, partners, employees, agents or consultants to or anyone directly or indirectly controlled by or in control of the Promoter, as well as their immediate families, their subsidiaries or anyone professionally connected with this promotion. This also excludes directors, partners, employees, agents, service providers and consultants of the Metro FM, Algoa FM & PUKfm. All entries of entrants who enter the promotion without disclosing (or while attempting to conceal) their age will be deemed invalid. Participants must be in possession of a valid South African Identity Document or valid driver's license as proof of identity.
3. By participating in the Promotion, all participants agree to be bound by these terms and conditions, which will be interpreted by the promoters and the promoters' decision regarding any issue will be final and binding and no correspondence will be entered into.
4. The promotion runs for a limited period commencing on 22 March 2017 at 06:00 and closes on 1 April 2017 at 23:00 South African time (the "Closing Date"). All entries received after closing dates are not constituted to be part of the competition and will be rejected automatically.
5. There is no restriction on the number of entries that listeners can enter. You may enter as many times as you like to increase your chances of winning.
6. No purchase or payment of any kind is necessary to enter or win this promotion except for the reasonable cost to send a message on WhatsApp and/or phone into the radio station. Promoter accepts no responsibility for messages that are lost or delayed or which are unable to be sent due to 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 providers or any other technical problems.
7. To enter the competition, the entrant's must:
  - a. Listen to the radio station and when they hear the qualifying question, they must either send a WhatsApp message to the station's WhatsApp number (PUKfm & Algoa FM) or phone into the station (MetroFM).
  - b. The first correct answer to reach the station, will play the quiz and stand a chance of winning
  - c. The processes detailed above will constitute an entry.
8. Entrants stand a chance of winning the following:
  - a. Cash to the value of R1000 (on PUKfm per day), R3000 (on AlgoaFM per day) or R5000 (on MetroFM per day). A contestant wins R200 (PUKfm), R600 (Algoa) and R1000 (MetroFM) per question answered correctly.
  - b. If there's money left over on a day, it will roll over to the next day
9. The judges' decision is final and no correspondence will be entered into thereafter. Neither MetroFM, AlgoaFM, PUKfm, promoters nor their agents will be held responsible or answerable to any entrant for any dispute arising from the competition or prize awards.
10. The prize is not transferable and is not negotiable.

11. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the prize with another prize of the same or greater value.
12. 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.
13. Participants agree that the Promoter is unable to, and is not required to, guarantee a particular result or set of results from either the participants' participation in the competition or possible winnings.
14. The Promoter reserves the right to disqualify any entrant who uses any means to cheat in any way.
15. 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 practicable. In such circumstances, these terms shall apply to the replacement winner as they did to the original winner.
16. The Promoter may ban any person found to be in breach of these competition rules from entry into any other competitions held by the Promoter, for such period as it deems appropriate.
17. 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.
18. Promoter will only use the contact details provided by entrants for the purpose of contacting the winners and for no other purpose.
19. All winners give consent that the winner's likeness, photo, name or testimonial may be published on any Promoter's form of media and partnership radio stations. The winner may, at any time prior to such marketing appearance, decline the request or publication and should contact the Promoter or the partnership radio stations immediately using the contact information provided within the competition rules.
20. Any queries may be directed to the Consumer Services Division, on telephone number 0800 118 274 during office hours.
21. 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 and/or Prize 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 and/or or Prize.
22. The Promoters reserve the right to extend, reasonably shorten or suspend the time period of the Competition whenever it should so choose for technical, commercial, or operation reasons, or for the greater public good, or due to a "force majeure" or generally for any reason whatsoever within its sole discretion, on condition that it notifies the participants in a manner that is expedient according to its best ability.
23. The Promoters reserves the right to amend the rules and/or terminate this Competition immediately at any stage, whether required as a result of changes in legislation, or if required by any national, provincial or municipal authority, or within the sole

discretion of the company for any reason whatsoever. Notice of such termination shall be published on the Competition website. In such an event, all participants waive any rights that they may have/purport to have in terms of this Competition, and acknowledge that they will have no recourse against the Promoters whatsoever.

24. All participants and the winners indemnify the Promoters, its associated and subsidiary companies, and its directors, officers and employees, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from their participation in any way howsoever in this Competition.
25. This promotion is in no way sponsored, endorsed or administered by, or associated with WhatsApp. You understand that you are providing your information to the Promoter and Administrator and not to WhatsApp. The information you provide will only be used by the Promoter and/or the radio station partners.
26. All participants are encouraged to review the Privacy Policy of the Promoter, the radio station partners and WhatsApp so you understand the way your personal information is being handled.
27. Winners must allow the promoter 6 weeks for prize money to be paid out
28. No person may enter the same or any other competition hosted partly or in whole by MetroFM, PUKfm and AlgoaFM within three (3) months of winning the same or any other competition hosted partly or in whole by MetroFM, PUKfm and AlgoaFM.
29. Participation in this competition constitutes acceptance of these rules.

Promoter:

The Himalaya Drug Company

ADDRESS:

Yellow Wood Place

Woodmead Business Park

Western Services Road

Woodmead

2191