

**SPUR / NINTENDO COMPETITION (Terms and Conditions)**  
**WIN WITH SPUR AND NINTENDO**

1. This competition ("the Competition") is conducted by Nintendo Distributor South Africa ("Nintendo") and Spur Advertising (Pty) Ltd ("Spur") and may only be entered into by consumers resident in the Republic of South Africa.
2. No persons who are directors, members, partners, employees franchisees, or agents of, or consultants to, Spur, Nintendo, Core Group and Mobile in Africa and / or 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 [www.spur.co.za](http://www.spur.co.za). 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 Spur and / or Nintendo and its decision regarding any disputes relating to such meaning and / or content will be final and binding.
4. Participation by the entrants in the Competition constitutes an agreement to abide by these Rules.
5. The Competition starts at 10:00am on 10 June 2017 and ends at 08:00pm on 02 July 2017.
6. Prizes are as follows:
  - 6.1. 1 (One) winner from each region (Johannesburg, Pretoria, Durban and Cape Town) will be chosen and will win a Nintendo Switch Console, Mario Kart 8 and a medal.
  - 6.2. 1 (One) winner will be chosen from the regional winners and be crowned the National Winner and will receive in addition to the Nintendo Switch Console and Mario Kart 8, be crowned the National Champion and receive Zelda Breath of the Wild, 1 2 Switch, Arms, Mario Kart 8 Wheel and a Trophy.
7. To enter the Competition, entrants must race a 100cc kart in Mario Kart 8 Deluxe on Nintendo Switch at any participating Spur Steak Ranch and achieve their fastest time lap.

- 7.1 No entry fee will be required and entrants are not required to make any purchase at the participating Spur Steak Ranch.
- 7.2 In order to secure a race booking at a participating Spur Steak Ranch, entrants are required to email [Nintendo@core.co.za](mailto:Nintendo@core.co.za) with their name, preferred date and race time slot (between 10:00am and 08:00pm, their selected participating Spur Steak Ranch and their contact number. Nintendo will thereafter confirm the availability of your preferred date and time slot and send you your ticket.
- 7.3 Entry into race will be granted on a first come, first serve basis.
- 7.4 The first 5 (five) bookings of each day will receive a R50.00 (Fifty Rand) Spur meal voucher after their race. These vouchers will be distributed on a first come, first serve basis.
- 7.5 Individuals and / or Group entrants can further enter, with a minimum of 2 (Two) people and a maximum of 4 (Four) people per group.
- 7.6 Group Entrants will only receive 1 (One) R50.00 voucher should they fall within the first 5 bookings of a day.
8. Entrants may enter the Competition multiple times in as many participating Spur Steak Ranches as they would like.
9. After each week within the competition period, entrants who are in the Top Ten of the Leader Board in each region, will thereafter qualify to a Final. The Regional Finals will take place on 08 July 2017 and it is each entrant's responsibility to ensure that he / she is available. Spur and / or Nintendo will not be liable for any travelling, accommodation and any other costs associated with an entrant being at the Final.
10. The winner from the Regional Finals Tournament will win the prize as stated above and the Regional Winner with the best time will further be crowned the National Winner and will receive the additional prizes as stated above.
11. Spur and / or Nintendo assume no obligation, responsibility or liability for any expenses incurred by the entrants as a result of participating in this competition.
12. Spur and / or Nintendo reserve the right to disqualify any entrant should they fail to adhere to any of these terms and conditions.

13. A Nintendo Representative shall record the top ten fastest laps completed by entrants at each participating Spur Steak Ranch and record same on a Leader Board. The Leader Board may be viewed in participating Spur Steak Ranches.
14. The winner of the prize will be notified by telephone and / or email by a Nintendo representative.
15. The prize is not transferable, exchangeable or redeemable for cash.
16. The winner will be required to forward certified copies of their identity documents and details of their physical address to Nintendo within the time period stipulated by Nintendo. Every reasonable effort will be made to contact the winner, however if the winner does not respond to the notification/s and / or provide the required documents within 3 (Three) days after Nintendo has informed him or her that he/she has won the prize, the winner will forfeit the prize and Nintendo will be entitled to select the runner up as the winner. Shortly after the winner has complied with the above requirements, the winners will be contacted by a Nintendo representative, who will confirm the details of the prize.
17. Spur and / or Nintendo may, before or after the winner of the Competition have been publicly announced, require that the winner permit the use of their image and / or name in their marketing material and / or participate in their marketing activities (including endorsing, promoting and / or advertising the services of, Spur and / or Nintendo or any of its subsidiary or holding companies) ("the Invitation"). The winner has the right to decline the Invitation. Should the winner fail to decline the Invitation by telephone, e-mail or in writing to Jessica Martin: Tel: 021 555-5100, Email: [jessicam@spur.co.za](mailto:jessicam@spur.co.za), Postal address: P.O. Box 166, Century City, 7446 Cape Town, South Africa, within 3 (Three) days of being notified that they are the winner of the Competition, then such winner shall be deemed to have accepted the Invitation and granted permission and / or agreed to participate in the manner as aforesaid.
18. To the maximum extent permitted in law, Spur Advertising (Pty) Ltd, Nintendo, 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 entering into, or arising from any cause whatsoever or howsoever arising from their participation in any way in, this Competition or as a result of the any prize won there under (any such prizes being utilized and accepted at the own risk of any winner thereof).

19. In the event of a dispute in respect of any aspect of the Competition, Spur's decision is final and binding and no correspondence will be entered into.
20. Although this competition will be promoted on Facebook, this competition is in no way sponsored, endorsed and / or administered by or associated with Facebook.
21. By entering the Competition you agree to receive further communication and direct marketing material from Spur and / or Nintendo and its holding and subsidiary companies.
22. 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: [www.dti.gov.za](http://www.dti.gov.za).
23. 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.