

## **TERMS AND CONDITIONS FOR SOCIAL COMPETITIONS**

- The promoters to this competition is Fundi (registration number: 1996/003961/07) a company incorporated in the Republic of South Africa and having its registered address at Cnr 14th Avenue & Hendrik Potgieter Road, Constantia Office Park, Weltevreden Park, Roodepoort.
- All persons entering the Fundi Social Competitions ("the competition ") ("the entrants") agree that the competition rules, as set out in these terms and conditions are binding on them. A copy of these terms and conditions is available at [www.fundi.co.za](http://www.fundi.co.za).
- Fundi Social Competitions will be promoted on the following platforms only: o Twitter, Facebook and Instagram:

### **AN IMPORTANT NOTICE**

- These terms and conditions and competition rules contain certain terms and conditions which appear in similar text style to this clause and which: may limit the risk or liability of the promoter or a third party; and/or may create risk or liability for the entrant; and/or may compel the entrant to indemnify the promoter or a third party; and/or serves as an acknowledgement, by the entrant, of a fact.
- The entrant cannot be a juristic entity and must be an individual;
- The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.
- Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").
- The entrant acknowledges that by submitting his or her entry to the competition he/she has been given an appropriate opportunity to first read these terms and conditions before entering and that he/she understands and agrees to the terms and conditions.
- All entrants to this competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the promoter and Fundi and all entities in the Fundi group; their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.
- The promoter is not liable for the failure of any technical element relating to this promotional competition that may result in an entry not being submitted

### **RULES OF THE COMPETITION**

- This competition opens on the date of the competition post on social media and closes as specified. In order to qualify as an entrant for this competition: the entrant must live in the Republic of South Africa; the entrant must provide correct and full personal details, as required; and the entrant must be 18 years or older; and the entrant cannot be a juristic entity and must be an individual;
- To stand a chance of winning prizes, follow the directions on our social platforms to enter the competition. The promoter, Fundi and any entity in the Fundi Group, their directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this promotional competition, or any other person who directly or indirectly controls or is controlled by the above named parties and their respective spouses, life partners, business partners or immediate family members are not permitted to participate in this promotional competition.

## **SELECTION OF WINNER**

- Winners will be selected, at random, by the Fundi social media manager and Fundi Marketing department and will not be entered into negotiation.
- Entrants to whom prizes will be awarded by the social media manager and will not be entered into negotiation.
- The prize is not exchangeable for cash and not transferable. The winner will be contacted via email or social media. Winners will have to claim their prize within 7 days of the draw having taken place and at that time identify themselves with a bar coded South African ID book and sign a receipt for any prize received. Failure to claim the prize or a refusal or inability to comply herewith will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter and /or Fundi..
- Fundi reserves the right to amend the terms and conditions as well as terminate the competition at any time. In the event of such termination, all participants agree to waive any rights that they may have in terms of the competition and acknowledge that they will have no recourse against Fundi its advertising agencies, advisors, suppliers and nominated agents.
- Actual prizes may differ from those depicted in the promotional posters.
- The Promoter reserves the right to request that images taken of the winners be used for publicity purposes in any manner they deem fit, without any further remuneration being made payable to the winner, which request the winner may decline.

## **GENERAL**

- By entering the competition in accordance with its terms, the entrant is entering a promotional competition for the purposes of the Consumer Protection Act, 2008 ("CPA") and the promotional competition will be conducted in accordance with the relevant provisions of the CPA. Should the entrant win a prize in the competition, they undertake to expeditiously do all things necessary to enable the promoter/sponsor to comply with its obligations under the CPA including, but not limited to (i) providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize upon its delivery.
- The promoter shall conduct the competition, and the promoter's decision on any matter related to the competition, including the selection of prize winner is final and no correspondence will be entered into. Except in so far as is provided for in the Act 68 of 2008, the judges' decision is final, and no correspondence will be entered into.
- All queries in connection with the competition should be directed to the marketing department on 011 6706110