

# Competition / Prize Draw / Give-away Terms & Conditions

Unless otherwise stated these terms and conditions apply to all competitions/prize draws appearing in the TCB Group publications and/or on any TCB Group related websites.

Since general terms and conditions cannot cover every specific competition / prize draw, the restrictions printed in the text of said competition / prize draw should be read carefully alongside these. The TCB Group reserves the right to amend and supplement these Terms & Conditions without prior notice.

## 1. Application

- 1.1 Unless otherwise stated these terms and conditions apply to all competitions/prize draws appearing in publications or on the Internet sites of the TCB Group and/or its affiliated companies. Any different or supplemental terms and conditions specific to each competition / prize draw will be published with competition / prize draw details. In the event that the terms and conditions published specifically for each competition / prize draw are in conflict with these terms and conditions, the terms and conditions published specifically for each competition / prize draw shall prevail.
- 1.2 All entrants must agree to observe these terms and conditions. The submission of any entry shall be deemed to indicate acceptance of these terms and conditions.
- 1.3 These terms and conditions are subject to amendment or alteration from time to time.

## 2. Entry

Competitions / prize draws are open to any person resident in South Africa except:

- 2.1 Employees of the TCB Group or any associated company of the TCB Group and their immediate families.
- 2.2 Persons connected with the competition / prize draw and their immediate families i.e. prize sponsors, newsagents, wholesalers & their agents.
- 2.3 Entries must be sent on / before the published closing date and time. Late entries will not be considered.
- 2.4 The TCB Group or any associated company of the TCB Group will not be held responsible for loss of, delay or damage to any entry.

## 3. Judging

- 3.1 Entries that do not comply with the terms and conditions as stated in the published competition / prize draw will be declared void.
- 3.2 The decision of the judges are final. No correspondence will be entered into concerning the judges' decision and no cash alternative will be offered for stated prizes.
- 3.3 The winner will be notified by email within **7 days of the closing date**. If the winner cannot be contacted or do not claim the prize within **14 days of notification**, we reserve the right to withdraw the prize from the winner and pick a replacement winner.

## 4. Results

Winners will be notified in writing via email or telephone of the results after the competition has closed and the winners were drawn.

## 5. Prizes

- 5.1 Prizes will be as published and cannot be exchanged for cash or anything else, nor transferred to another person. Vouchers must be redeemed in the time limit specified by the sponsors or if not specified, within 3 months of winning the prize.
- 5.2 The TCB Group does not warrant the fitness for purpose nor the quality of any goods supplied by it as prizes. Complaints relating to the goods supplied as prizes will be investigated as a matter of goodwill only and prize winners accept prizes subject to all defects whether latent or apparent.
- 5.3 In the event that there is more than one winner of a prize that is, by its nature, divisible (for example a cash prize) then such prize shall be shared, subject to the decision of the judges, between the winners pro rata.
- 5.4 In the event that there is more than one winner of an indivisible prize, the winners shall participate in a draw and the prize shall be awarded to the winner of the draw. The method of conducting the draw shall be at the discretion of the judges and will not be disclosed.
- 5.5 The TCB Group will notify the winner by email or telephone of the intended delivery method of his or her prize. If prizes are to be collected by the prize winner, the TCB Group will notify the prize winner of the address where the prize may be collected. If such prize is not collected within 14 days of receiving this notification, the prize shall remain the property of the TCB Group to do with as it considers fit.
- 5.6 A prize cannot be awarded to a person who for any reason would not be allowed by law to purchase or use the prize.
- 5.7 Although the TCB Group will try to ensure that all prizes are received by the prize winners, its responsibility within the terms and conditions is limited to providing only those prizes that it has offered. Certain prizes are offered by third parties and the TCB Group will not accept responsibility for any refusal or failure by such third parties to provide such prizes or for any defect in or damage to any such prizes.
- 5.8 Only one prize per person can be won in the same competition / prize draw, unless the stated prize is offered for more than one winner. In which case, refer to point 5.3.
- 5.9 Where prizes include sponsored flights to any destination whether local or international, the prize winner will be responsible for paying the airport taxes associated with the prize, at a rate as indicated on the confirmation details of the ticket. Ticket reservations are subject to availability and cannot be taken over long weekends, public holidays, school holidays and other peak times.
- 5.10 In a case where prizes include sponsored flights to and/or from a specific destination, and the prize winner already resides at or is located close to or at the specified destination, the prize can not be transferred to another person (see 5.1) or flights exchanged or altered to refer to a different route as indicated by the sponsoring airline, and the prize winner will thus forfeit the tickets. The prize winner will be responsible for any fees arising from the change or alteration made to a flight schedule.
- 5.11 Where prizes include accommodation, said accommodation is subject to availability and is at the discretion of the prize sponsor. The accommodation cannot be booked over long weekends, public holidays, school holidays and other peak times. All accommodation is, unless stated otherwise, done on a bed and breakfast basis, and all other costs incurred by the prize winner will be for his or her account.

5.12 Where prizes include the use of a rental vehicle, unless stated otherwise, said prize would exclude administration costs, taxes, fuel levies and insurance and excess costs as stipulated by the prize sponsor. Damage to any vehicle, and subsequent repair or replacement costs, whether the damage caused is by the inadvertent or deliberate negligent actions of the driver, will be the responsibility of said driver. The terms and conditions of use as stipulated by the prize sponsor shall take precedent in such a manner, and the TCB Group shall accept no responsibility or liability for the actions of the driver. In a case where prizes include car rental at a specific destination, and the prize winner already resides at or is located close to or at the specified destination, the prize can not be transferred to another person (see 5.1) or car rental exchanged or altered to refer to a different destination as indicated by the sponsoring car rental company, and the prize winner will thus forfeit the car rental.

## **6. Miscellaneous**

- 6.1 No correspondence will be entered into regarding the interpretation of either these terms and conditions or those specific to each competition / prize draw.
- 6.2 Unless the context otherwise requires, in these terms and conditions the singular shall include the plural, the masculine shall include the feminine and vice versa.
- 6.3 Except for the payment of standard short message service (SMS) fees to the cellular phone provider of the entrant in stated SMS competitions, no purchase is necessary for entry in our competitions unless the terms and conditions specific to a particular competition provide otherwise.
- 6.4 All competition winners consent to receiving correspondence from the TCB Group and/or other prize sponsors in relation to the competition entered, and will allow the TCB Group and/or other prize sponsors to use their details for publicity purposes, although personal details will be kept confidential.