

Ithuba Holdings (RF) (Pty) Ltd
Lottery Turns 18 Competition
Terms & Conditions

The terms and conditions set out below ("**Terms and Conditions**") apply to the **Ithuba Lottery Turns 18 Competition** (the "**Competition**") being run and administered by Ithuba Holdings (RF) Proprietary Limited (the "**Promoter**" or "**us**" or "**we**"). These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications we send you, including advertising or promotional materials. Prize redemption instructions are deemed to form part of the Terms and Conditions and by entering this Competition, all participants will be deemed to have accepted, and shall be bound by the Terms and Conditions. These Terms and Conditions apply to participants in the Republic of South Africa, and for the purposes of these Terms and Conditions, participants shall mean, in relation to a Constituent Lottery, a person who participates in this Competition.

1. Important Provisions

- 1.1. We have a duty, in terms of the Consumer Protection Act, No 68 of 2008 (CPA) to point out certain important provisions in these Terms and Conditions to you. The clauses which contain these important provisions and the reasons why they are important are set out below. It is very important that you read all of these Terms and Conditions carefully as you will be bound by them.
- 1.2. Limitation of risk, legal responsibilities and liability; as dealt with hereunder are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these provisions, your rights and remedies against us and these other persons and entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against us for losses, damages, liability or harm you or others may suffer as a result of your participation in this Competition.
- 1.3. **Indemnities given by you.** You agree to indemnify (hold harmless) us and other persons or entities against claims, loss, damages, and harm that may be suffered by us and other persons or entities as a result of the events set out in the clauses below. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in the clauses below. This places various risks, liabilities, obligations and legal responsibilities on you, and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed.
- 1.4. Consent given by you as set out below states that by entering and/or participating in the Competition, you are giving your consent to your name being published in the traditional media and on social and digital media if you are a Winner. By entering into this Competition, you are giving your consent to your image being used in the Promoter's marketing material, and to your participation in any marketing activity of the Promoter should you be a Winner. By entering into this Competition, you consent to your personal details (i.e. full names,

identity number and contact number) to be shared with the Promoter. You hereby consent to be contacted and to receive any marketing material from the Promoter.

2. The Promoter is Ithuba Holdings (RF) Proprietary Limited with Registration Number: 2007/007624/07, with its principal place of business situated at 14A Charles Crescent, Ext 4, Sandton.
3. The Competition is only valid in South Africa and is open to every South African citizen over the age of 18.
4. The Competition is not open to any agencies, sales agents / merchandisers, service providers / suppliers and their immediate family members (spouses, life partners, parents, grandparents, siblings, children and grandchildren) or their business partners, or any person who is (i) a director, member, partner, or agent of, or consultant to the Promoter or any other person who directly or indirectly controls or is controlled by, the Promoter; or (ii) a supplier of goods or services in connection with the Promoter.
5. The Competition is not open to employees, agencies, prize sponsors or contractors of the Promoter, Black Powder Studios (Pty) Ltd., Strike Media (Pty) Ltd., SABC RADIO, the SABC or any person directly or indirectly involved in the organisation or running of the Competition, or their immediate family members.
6. By entering this Competition, all participants agree to be bound by these Terms and Conditions, which will be interpreted by the Promoter and the Promoters' decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into. All information relating to this Competition and published on any promotional material will form part of these Terms and Conditions of entry.
7. Competition period: The Competition will run from 28 March 2018 to 25 April 2018.
 - 7.1 The on-air radio Competition portion of the Competition, hosted by Metro FM, will run every weekday from 2 April 2018 to 25 April 2018.
 - 7.2 Entries for the on-air radio Competition will be open from 28 March 2018 at 00h00 and end on 24 April at 14h00. No entries received before 28 March 2018 00h00 and after 24 April 2018 14h00 will be accepted.
8. Entry: Participants wishing to participate in the Lottery Turns 18 Competition must:
 - 8.1 SMS "freedom to phanda" and their name and ID number to 33033.
 - 8.2 SMS's are charged at R1.50 (one Rand and fifty cents) per entry. Free & Bundled SMS's do not apply.
 - 8.3 Players may enter as many times as they like. Each entry is only valid for the following day's Competition pool. If you enter today, your entry will qualify for tomorrow's draw only.
9. Prizes: Participants stand a chance to win a share of 1.8 Million Rand (one million **and** eight hundred thousand **Rand**):
 - 9.1 There are 18 (eighteen) x R100,000 (one hundred thousand **Rand**) daily cash prizes to be won over 18 (eighteen) days.

- 9.2 Each R100,000 (one hundred thousand Rand) daily cash prize may be won by a single participant of the on-air radio Competition or by both participants of the on-air radio Competition, in which case the R100,000 (one hundred thousand rand) daily cash prize is split into two daily cash prizes of R50,000 (fifty thousand rand) each. Metro FM will advise of the winner/s on a daily basis. Where there are two winners, Metro FM will state that the R100,000 (one hundred thousand rand) prize has been won by two people, who will split the 100,000 (one hundred thousand rand) to obtain R50,000 (fifty thousand rand) each.
10. Selection of on-air radio Competition participants: 2 (two) participants will be selected each day to take part in an on-air Competition on Metro FM. The 2 (two) daily participants will be selected by means of a random computerised draw each day, which will be conducted at the offices of Strike Media and audited.
- 10.1 Participants will be contacted by a Strike Media representative within 7 (seven) hours of each draw to partake in the Competition.
- 10.2 Participants will be contacted via telephone, on the number they used to enter the Competition. In such event that a participant is not contactable within 7 (seven) hours of the first attempt to contact them, then such participant will forfeit their radio entry and a stand-by participant will be called, with the same call process as described herein being followed.
- 10.3 As per SABC Radio Policy & Procedure, no person may enter this Competition if they have won any other competition within the three months prior to the start of this Competition that was hosted partly or in whole by SABC Radio.
- 10.4 The announcement of a winner on-air or on the Metro FM's website does not constitute a ruling by station management that the winner has complied with the rules above. SABC Radio may disqualify the entrant after the announcement should any rule transgressions be discovered.
11. On-air Competition game-play:
- 11.1 The on-air Competition game is a calculation-based guessing game with an element of luck in which two participants play at a time head-to-head, with the objective of figuring out a number between 1 (one) and 52 (fifty two) in order to win.
- 11.2 the on-air game works as follows: (i) The DJ running the on-air game has in their possession a sealed envelope with the audited winning number for that day; (ii) That day's 2 (two) participants (Players) are contacted and brought on-air to play the game; (iii) The DJ tears open the envelope with the winning number of the day. He does not reveal the number. The clock is started; (iv) The two Players go head-to-head, asking one question at a time, to try and guess / figure out the winning number in 60 seconds. Each player is allowed 2 questions; (v) The 60 (sixty) second buzzer sounds. The DJ asks the Players to guess the winning number. Players are not allowed to pick the same number; (vi) The DJ reveals the winning number. If one of the Players picks the winning number, they win the R100,000 (one hundred thousand rand) daily cash prize. If neither Player picks the winning number, the Player who got closest to the winning number wins the R100,000 (one hundred thousand rand) daily cash prize. If the numbers picked by the Players are equally close to the winning number, the

R100,000 (one hundred thousand rand) daily cash prize is split between the two Players and each receive a R50,000 (fifty thousand rand) cash prize.

12. Prize Claim: All winners will be required to produce their Identity Document that matches the ID number and names used to enter into the Competition. Additional documents will be completed by the winner, such as proof of bank account, when claiming. Winners can claim at any of the Promoters offices within 30 days of winning the prize. Otherwise, the prize will be forfeited after the 30 day period subsequent to winning the prize. Winners can arrange prize collection at any ITHUBA Regional Office. Prior telephonic arrangements need to be made by the winner with their regional office before collection. All regional office details can be found at the end of this document.
13. No responsibility will be accepted by the Promoter, its associated companies (directors, officers and employees) agents and suppliers, for any prizes which are lost, delayed, damaged, misdirected or incomplete, or any inability to deliver to the nominated delivery address or any other reasons outside of the Promoter's control.
14. As far as the law allows, all participants indemnify the Promoter, its associated companies (directors, officers and employees) agents and suppliers, against any / all claims for any loss or damages, whether direct, indirect, special, consequential or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this Competition and/or any receipt of and/or use of a prize.
15. By taking part in this Competition, participants hereby warrant that all information they submit to the Promoter is true, current and complete.
16. The Promoter may decline to award a prize (i.e. refuse to issue a prize to the Participant) if there is a reasonable suspicion of any irregularities or fraudulent activities.
17. As far as the law allows, all warranties and representations in relation to the Competition not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.
18. As far as the law allows, the Promoter shall only be responsible for those costs which these Terms and Conditions expressly say that the Promoter will pay. The Promoter is not responsible for (i) any and all applicable local taxes and fees; and (ii) all other costs incurred by it, or arising directly or indirectly from, the Participant's participation in the Competition, or from the acceptance, receipt, use or enjoyment of any Voucher. Without limiting the rest of this clause, the Participant will be responsible for the cost of submitting proof of their identity and entering the Competition and any data charges that apply, as per the tariff rates charged by the Participant's mobile network provider.
19. The Promoter reserves the right to terminate the Competition immediately and without notice if circumstances beyond its reasonable control prevent the Promoter, its associated companies (directors, officers and employees) agents and suppliers, from continuing with the Competition. In the event of such termination, as far as the law allows, all Participants acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers and employees) agents and suppliers, in respect thereof.
20. As far as the law allows the Promoter, its associated companies (directors, officers and employees) agents and suppliers, shall not be responsible for a participant's failure to access the Competition for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.

21. These Terms and Conditions shall be governed by the laws of South Africa.
22. If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.
23. Please note, all SABC Radio competitions are conducted in accordance with the provisions of Section 36 of the CPA.

ITHUBA REGIONAL OFFICES

EASTERN CAPE: 164 Cape Road, Mill Park, Port Elizabeth. Tel: +27 41 397 4900

FREE STATE: Shop 38 Bloemfontein Plaza, C/O Charlotte Maxeke & East Burger Streets, Bloemfontein
Tel: +27 51 410 1060.

GAUTENG: 14A Charles Crescent, Eastgate Ext. 4, Sandton. Tel: +27 11 346 6000

KZN: First Floor, 85 Richefond Circle, Umhlanga Ridgeside. Tel: +27 31 536 6960

LIMPOPO: 15 Hans van Rensburg Street, Polokwane. Tel: +27 15 294 9480

MPUMALANGA: 99 Jacaranda Str, West Acres, Nelspruit. Tel: +27 13 741 6500

NORTH WEST: 34A Marais Street, Rustenburg. Tel: +27 14 597 8900

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