

**DIAL DIRECT (DIAL DIRECT/WE/US/OUR)
TERMS AND CONDITIONS (TERMS) FOR THE DIAL DIRECT DRIVER DIARY (COMPETITION)**

Important clauses, which may limit our responsibility, place an obligation on you to indemnify us, involve an acknowledgment of any fact, or involve some risk for you, will be in bold and italics. You must pay special attention to these clauses.

1. DURATION

The Competition starts at 00:00 on Monday, 25 October 2021 and ends at 08:00 on Friday, 29 October 2021 (**Competition Period**).

2. ENTRANT REQUIREMENTS

To qualify as an entrant into this Competition you must meet the following requirements:

- 2.1 be 18 (eighteen) years or older;
- 2.2 permanently reside in the Republic of South Africa;

3. HOW TO ENTER

3.1 To enter the Competition, you must do the following during the Competition Period:

3.1.1 Visit the 5FM website and follow the competition link. Thereafter you will submit your details in the competition entry form.

3.1.2 Every person who opts in to be contacted by Dialdirect goes into a grand prize draw to win R25 000.00 (twenty five thousand rand) (**Grand Prize**)

3.1.3 Then, listen to the 5FM Breakfast on 5FM 07:00 – 08:00 to find out if you have been selected. Winners will be taken on air daily.

3.1.4 The Grand Prize winner will be announced on Friday 29 October 07:00-08:00

3.1.5 The Radio station will select an entry and call them to participate in the competition

3.2 ***You may enter the Competition as many times as you would like, however, you will not be able to win a Prize more than once.***

3.3 Once you meet the requirements set out in clause 2 above and this clause 3, you will automatically be entered into the Competition.

4. PRIZES

The prizes will be:

4.1 During the Competition Period, five persons stands a chance to win a cash prize of R5 000.00 (five thousand rand) (**Cash Prize**) daily.

4.2 If they are an existing Dialdirect customer they receive an additional R1 000 cash bonus

4.3 the Cash Prize referred to as the **Cash Prize**.

4.4 During the Competition Period, one person stands a chance to win a grand prize of R25 000.00 (twenty five thousand rand) (**Grand Prize**)

4.5 the Grand Prize referred to as the **Grand Prize**.

5. GENERAL

5.1 We are the promoter of the Competition. Any reference to **we/us/our** includes our directors, members, partners, sponsors, agents or consultants, where the context allows for it.

5.2 You are not eligible to participate in this Competition if:

5.2.1 you are a director, member, partner, employee, agent or consultant of ours or **5FM**

5.2.2 you are an immediate family member of any of the persons specified in clause 5.2.1;

5.2.3 you are under the age of 18 at the time of entering the Competition; or

5.2.4 you have won a Competition conducted **by 5FM** in the past three months.

5.3 These Terms are governed by the Consumer Protection Act 68 of 2008, which will apply to this Competition and all other information relating to the Competition (including any promotional or advertising material that is published).

5.4 By entering this Competition all entrants agree to be bound by:

5.4.1 these Terms; and

5.4.2 any third-party supplier terms and conditions, including the terms and conditions of **5FM**.

5.5 ***We will need to collect and process your personal information to validate your entry and if you are a Prize winner, to make the Prize available to you. By entering this Competition, you consent to us processing your personal information for this purpose. If you do not consent to us processing your personal information, please do not enter this Competition.***

5.6 ***Your Name + Surname will be announced on-air and on social media if you are a prize Winner. By entering this Competition, you consent to us announcing your Name + Surname on-air and 5FM social media pages. If you do not consent to us announcing your name + surname on-air and on 5FM's social media pages as a Prize Winner, please do not enter this Competition.***

5.7 ***No entry will be considered to be valid until a validation process has taken place.***

5.8 The entrants who get selected by 5FM, will win the Cash Prize – there will be 5 (winners) winner of the Cash Prize in total.

5.9 One entrant who get selected by 5FM, will win the Grand Prize – there will be 1 (winner) winner of the Grand Prize in total

5.10 All Prizes will be paid into the winners accounts within 30 (thirty) days of the end of the Competition Period.

5.11 ***Please note that the cash Prizes will only be paid into a bank account in the Republic of South Africa which is registered in the name of the Prize winner – the Prize will not be paid into a third party bank account or a bank account which is held outside the Republic of South Africa. If a Prize winner does not meet these***

requirements, the Prize will be regarded as forfeited and we reserve the right to draw an alternate Prize winner.

5.12 **Where relevant, if:**

5.12.1 **an entrant is not contactable for whatever reason;**

5.12.2 **an entry is not valid for whatever reason;**

5.12.3 **an entrant has breached these terms and conditions;**

5.12.4 **an entrant forfeits the Prize or we deem such entrant to have forfeited the Prize,**

we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.

5.13 In the event of a dispute, our decision will be final and binding on all aspects of the Competition.

5.14 If the Prize winner agrees to it, we may publish their name and/or photo in any internal or external advertising or promotional material for 12 months from the date on which the Prize winner accepts the Prize. We will determine the nature and distribution of these materials. If a Prize winner does not consent to the publication of their name and/or photo, the Prize winner will still receive the Prize.

5.15 The Prize may not be exchanged for any other item. We do however reserve the right to substitute the Prize with any other prize of a similar commercial value.

5.16 **We are not responsible if your entry is not successfully submitted or a Prize winner does not successfully receive or take up a Prize for any reason, including a technological failure.**

5.17 **We are not responsible for any loss or damage which you or any third party may suffer as a result of you participating in the Competition or accepting a Prize.**

5.18 **If required by the Minister for Trade and Industry, the National Consumer Commission or for any other reason, we can end the Competition immediately with or without notice to you. If this happens, you waive (give up) any rights which you may have against us and you will have no claim against us.**

5.19 **Nothing in these Terms prevents you from approaching the National Consumer Commission or any other relevant authority to obtain relief.**