

## 5FM General Ts and Cs

1. All 5FM competitions/giveaways are conducted in accordance with the provisions of Section 54 (1) of the Lotteries Amendment Act (46 of 2001).
2. 5FM competitions/giveaways are open to all South Africans, unless otherwise stated. Competitions/giveaways are not open to employees, agencies, prize sponsors or contractors of 5FM, the SABC or any person directly or indirectly involved in the organisation or running of the competition, or their immediate family members.
3. No person may enter the same or any other competition/giveaways hosted partly or in whole by 5FM within six (6) months of winning the same or any other competition hosted partly or in whole by 5FM.
4. The judges' decision is final and no correspondence will be entered into.
5. Prizes other than cash are not transferable, cannot be deferred or exchanged for cash and are not negotiable.
6. Winners use and accept prizes at their own risk. 5FM, the SABC and the prize sponsors (and/or their respective agencies) cannot be held responsible for any accident, injury, or loss of property experienced as a result of winning, accepting and/or utilising prizes won.
7. Prizes not collected/claimed within 6 months of being won will be disposed of at 5FM's discretion.
8. By entering 5FM competitions/giveaways, entrants agree to adhere to competition rules and regulations, details of which entrants declare themselves conversant with.
9. Any violation or attempt to violate any of the above rules will result in the immediate disqualification of the transgressor.

10. 5FM may disqualify a transgressor for entry into any other 5FM competitions/giveaways, for a period deemed appropriate by 5FM Management.
11. 5FM and the prize sponsors reserve the right to cancel the competition/giveaways at any time, if deemed necessary in their opinion, and if circumstances arise outside of their control and shall not be liable in anyway whatsoever to entrants in such event for any cause or action whatsoever.
12. Winners may be required to have their details disclosed and appear on radio, television, the Internet or in printed publications.
13. 5FM reserves the right to alter rules or prizes at their own discretion. Such altered rules and prizes shall become effective immediately after being altered or on such date as may be determined by 5FM. No entrant shall have any recourse against 5FM as a result of the alterations of the rules or prizes.
14. 5FM will make every reasonable effort to deliver the prize described in the promotion's publicity, but cannot accept responsibility if the prize differs in whole or part from that advertised. Similarly, prize values quoted may differ from the actual value of the prize.
15. Winning a competition/giveaways is only finalised once the winner's name is announced on air or on any 5FM digital platform.
16. The announcement of a winner on air or on [www.5fm.co.za](http://www.5fm.co.za) does not constitute a ruling by station management that the winner has complied with the rules above. 5FM may disqualify the entrant after the announcement should any rule transgressions be discovered.
17. Please allow 4-6 weeks for delivery of prizes.

**In addition to the 5FM Competition Terms and Conditions, the following conditions also apply specifically to the 5 Breakfast Dream Vac Challenge.**

1. For the On Air Competition:
  - I. The competition will be live from 20 November to 03 December 2023  
06:00-18:00.
  - II. To enter, listeners/app user will need to send a voicenote to 5FM's  
WhatsApp line, 082 550 5151 along with the hashtag  
“#DreamVacChallenge”.
  - III. Listeners will need to motivate as to why 5 Breakfast should elevate their  
holiday experience with the Dream Vac Challenges.
2. Eligibility:
  - I. The winner and their companions/friends must provide proof of an  
already booked and paid-for holiday trip in South Africa between 24  
November and 08 December 2023.
  - II. All participants must be 18 years and older.
  - III. Their holiday trip needs to be between 24 November and 08 December  
2023.
3. Prize:
  - I. The prize awarded comprises specifically paid-for experiences and  
activities outlined by 5FM/5 Breakfast for the Dream Vac Challenge.
  - II. No additional costs, including travel expenses, food, spending money, or  
any incidentals, are covered by 5FM or associated parties.
  - III. Participants engaging in the provided experiences and activities do so at  
their own risk.

- IV. 5FM and any third parties involved in facilitating these activities are not liable for any damages, injuries, or safety-related incidents that may occur during or as a result of participation in the Dream Vac Challenge experiences.
4. Winners and their companions/friends participating in the Dream Vac Challenge must adhere to third-party Terms and Conditions and sign an indemnity agreement if required.
  5. The indemnity agreement releases 5FM and associated parties from liabilities related to the Dream Vac Challenge experiences.
  6. If the winner and companions/friends miss the scheduled Dream Vac Challenge, 5FM or the third party will not be obliged to reschedule the experience.
  7. Winners and their companions/friends are required to:
    - a) Engage in daily catch-up conversations with the 5 Breakfast team, subject to scheduling.
    - b) Submit videos and pictures for 5FM's social media use, granting consent for indefinite utilization and editing by 5FM.
    - c) By submitting videos and pictures, participants relinquish rights to expect remuneration from 5FM or associated parties for their usage.
    - d) 5FM reserves the right to use the content indefinitely for promotional purposes.
  8. Winners must provide social media handles for themselves and their companions/friends for communication and promotional purposes.
  9. 5FM reserves the right to modify the terms with adequate notification.
  10. Participants violating the terms may face disqualification at any stage without compensation.

11. Judges decision is final and no correspondence will be entered into.
12. Winners will be contacted via email by 5FM for coordination purposes.
13. By entering this competition, you voluntarily submit your personal details to 5FM (SABC). By entering, you consent for 5FM to collect and process this data as required for the competition. For more information, please consult 5FM's privacy policy on the 5FM website or App.
14. Winner will be contacted by 5FM via email.
15. Entrants enter this competition of their own free will. By entering, all entrants confirm that they have the legal capacity to enter the competition.
16. The on air winner is final and no reasons will be provided for such decisions. All entrants agree to not challenge or appeal such decisions.
17. Prizes are not transferrable or exchangeable for cash.
18. 5FM and the Promoter shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
19. In the event that the Prize is not available despite the Promoter's reasonable endeavors to procure the Prize, 5FM and the Promoter reserves the right to substitute the Prize with a Prize of equal value.
20. 5FM and the promoter accept no responsibility should the event be cancelled due to circumstances beyond 5FM and the promoter's control
21. All entrants agree not to engage in any activities that violate any law, offend against public morals or embarrass 5FM or the SABC in any way.
22. By entering the competition, all entrants confirm that they are able to enter the competition and have no conflicting legal obligations.

23. Should the entrant breach any of these terms, 5FM may disqualify the entrant at any stage of the programme, without compensation, as an entrant, contestant, or winner of the competition.
24. By entering the competition, all entrants understand and accept these terms and conditions.