

**4TH STREET WINES OF DISTELL GROUP HOLDINGS LTD.
TERMS AND CONDITIONS (TERMS) IN RESPECT, SWEET LATE HARVEST COMPETITION
(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 [Wednesday, 06 October 2021](#) and ends at 23:59 on [Friday, 15 October 2021](#).

2. ENTRANT REQUIREMENTS

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

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

3. HOW TO ENTER

3.1 To enter the Competition, you must:

3.1.1 between [11 and 15 October 2021](#) on [Good Hope FM](#); listen to between 7pm and 10pm, **AND**

3.1.2 On social media listeners will tell us about their chill, They need to include who they're with, where, what they're wearing and what they're listening to,

3.1.3 Tag the station they heard the competition promo on air,

3.1.4 AND include the hashtag #ForTheChill

3.1.5 Each evening, will take two callers to air tell us more about their chill

3.1.6 Both callers will win R1000 (One Thousand Rand)

3.1.7 Presenters will then choose their favourite chill of the two listeners. The overall winner will be given an additional R3000 (Three Thousand Rand) and a 4TH Street Wines product hamper.

3.2 ***You may enter the Competition as many times as you would like, however, even if you enter multiple times, 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 each day (excluding Saturdays and Sundays) during the Competition Period, two winners will win a cash prize of R1000.00 (One Thousand Rand) (**Cash Prize**) – **PLUS**,

One overall winner for the day will win an extra R4000 (Four Thousand Rand) and a 4TH Street Wines product hamper

the Cash Prize and Additional Prize collectively being referred to as the **Prizes**.

5. LUCKY DRAW PROCESS AND 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 **the participating radio stations**
- 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 **the participating radio stations** 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 **the participating radio stations**
- 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 ***No entry will be considered to be valid until a validation process has taken place.***
- 5.7 The entrants on the Evening Show with the best chill, will win the Cash Prize on-air – there will be 5 (winners) winners of the Cash Prize in total per station.
- 5.8 All Prizes will be paid into the bank accounts of the winners within 14 (fourteen) days of the end of the Competition Period.
- 5.9 ***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.***

- 5.10 **Where relevant, if:**
- 5.10.1 ***an entrant is not contactable for whatever reason;***
- 5.10.2 ***an entrant does not accept the Prize within a period of 14 days from the date on which any lucky draw takes place;***
- 5.10.3 ***an entry is not valid for whatever reason;***
- 5.10.4 ***an entrant has breached these terms and conditions;***
- 5.10.5 ***an entrant renounces the Prize or we deem such entrant to have renounced the Prize,***
- we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.***
- 5.11 **In the event of a dispute, our decision will be final and binding on all aspects of the Competition and no correspondence will be entered into.**
- 5.12 **We will be entitled to publish each Prize winner's name and photograph in any advertising, promotional, print, point of sale or public relations material (the nature and manner of such releases to be determined within our sole discretion), for a period of twelve months from the date of announcing such Prize winner. Each Prize winner will be given the opportunity to decline the publication of their images and to participate in our marketing material insofar as it relates to the Competition.**
- 5.13 **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.**
- 5.14 ***We and the participating radio stations assume no risk and/or liability whatsoever for the failure of any technical element in the Competition which may result in an entrant's entry not being successfully submitted and/or a Prize winner not successfully receiving or taking up a Prize. Once a Prize winner accepts a Prize, such Prize winner accepts such Prize at his/her own risk.***
- 5.15 ***We and the participating radio stations assume no liability whatsoever for any direct or indirect loss, harm or damage arising from an entrant's participation and/or any Prize awarded in the Competition or for any loss or damage, howsoever arising. All persons, whilst participating in this Competition, indemnify and hold us harmless from and against any loss, damage, harm or injury (whether arising from negligence or otherwise) which may be sustained as a result of any claim, costs, expense, loss or damages which may be made by any third party.***
- 5.16 ***If required by the Minister for Trade and Industry, the National Consumer Commission or for whatever other reason, we will have the right to terminate this Competition with immediate effect and without notice of such termination. In such event, all entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.***