

## **TERMS AND CONDITIONS:**

### **NXT LVL Side Hustle Boost Competition**

Vodacom (Pty) Ltd (“Vodacom”) is running the NXT LVL Side Hustle Boost Competition (the “Competition”) where participants stand a chance of winning one of four Side Hustle boosters to the value of R5000 each for non-Vodacom and non-NXT LVL customers and R8000 each for Vodacom NXT LVL registered customers.

All participants during the term of the Competition agree to be bound by the following Terms and Conditions:

#### **1. Duration**

- 1.1. The Competition is open from 06:00 on the 16<sup>th</sup> of June 2022 to 15:00 on 24<sup>th</sup> of June 2022 on Good Hope FM. The draw date for the Competition is daily between the 20<sup>th</sup> of June 2022 and 24<sup>th</sup> June 2022.
- 1.2. The duration of the Competition may be extended or curtailed at the discretion of Vodacom.

#### **2. Prizes**

- 2.1. Five (5) lucky entrants stand a chance to win a side hustle boost to the value of R5 000 each to contribute to their business for the year. If the winner is a Vodacom customer registered on NXT LVL the prize value will be upsized to R8 000.

#### **3. Eligibility**

- 3.1. The Competition is only open to natural persons between the ages of 18-25 years old. Entries received from business accounts held by legal persons (amongst other Corporates and SMEs, etc.) are excluded from participating and winning in the Competition.
- 3.2. Only entrants who are using SIM cards that have been RICA registered are eligible to win the Competition. Each owner of a SIM card(s) is responsible to comply with South African law by RICA registering their SIM cards.

- 3.3. Employees, directors and agents of Vodacom and all participating stores, their immediate families, life partners, business partners and associates and any person directly involved with the sponsoring, devising, production, management or marketing of this Competition are not eligible to participate in this Competition.
- 3.4. Participants must reside in South Africa and be in possession of a valid South African identity document or permanent residence permit or temporary residence permit valid for a period exceeding 3 (three) months for the Republic of South Africa and valid at the End Date.
- 3.5. In the event that the user of the mobile phone (i.e. the participant in the Competition) is not the person that is responsible for payment of the participating mobile phone account/ charges, then the prize will be awarded to the person that is responsible for payment of the participating mobile phone account/ charges.

#### **4. Valid Entry**

In order to stand a chance to win, a participant must adhere to both of the following qualifying requirements during the period of the Competition:

- 4.1. Participant must have submitted a business motivation to the Good Hope FM competition page. The motivation should cover what the participant's side hustle is about and include how he/she would use the prize money to grow or develop their side hustle; and
- 4.2. Participants must provide proof of the existence of the side hustle business, to be submitted through the Good Hope FM competition page.

#### **5. Additional Entry rules**

- 5.1. To qualify for the additional R8 000 prize value the participant must be registered for Vodacom NXT LVL, Vodacom's flagship Youth platform providing the best value for U25's, during the term of the Competition. Participant can visit the My Vodacom App to register for NXT LVL or dial \*128#
- 5.2. Participants can only enter the competition once.
- 5.3. Participants may not enter the competition with more than one side hustle.
- 5.4. Participant to adhere to all of the above qualifying requirements in order to enter the draw.
- 5.5. There are no additional charges for participating in the Competition apart from the standard data costs to upload a valid entry. Standard data costs apply as per the user's Service Provider and existing price plan for data usage.
- 5.6. Vodacom shall not be liable for any costs incurred by the winners for entering the Competition or in claiming any prizes, where applicable.
- 5.7. Data transfer speeds are not guaranteed and are dependent on network availability and utilisation.

## **6. Business Motivation Submissions**

- 6.1. Participants can submit their side hustle motivations and proof existence via:
  - 6.1.1. Good Hope FM email address: [competition@goodhopefm.co.za](mailto:competition@goodhopefm.co.za)
    - 6.1.1.1. Email subject: Vodacom Side Hustle Competition
    - 6.1.1.2. The email submission to include an overview of the participants side hustle and a motivation of how the booster prize would be used to elevate the participants side hustle
    - 6.1.1.3. Cell number: Participants MSISDN to be included in the body of mail

## **7. Prize draw**

- 7.1. The winners will be randomly selected daily between 20<sup>th</sup> of June 2022 -24<sup>th</sup> June 2022 from all eligible entries who meet all the requirements set out in these Terms and Conditions. The verified winner (or winners) will be notified live on Good Hope FM.
- 7.2. Participants who complete all of the qualifying requirements will be entered into the daily draws and the daily winners will be drawn via randomizer.

## **8. Winner Validation**

- 8.1. All the information provided or related to this Competition shall be managed, captured and approved by Vodacom and Good Hope FM.
- 8.2. Vodacom will share personal details of the respective winners, such as name and contact number with a Vodacom approved third party agency, Freshminds, who will facilitate the prize handover to the competition winners, and you hereby agree to such disclosure as is necessary to effect prize fulfilment.
- 8.3. Vodacom and/or Freshminds will use reasonable efforts to contact the winners via direct messaging on their social media profile OR telephonically OR via SMS on the contact details provided by the participants to participate in the Competition.
- 8.4. Vodacom and /or Freshminds shall attempt to contact the winners for a period of 2 (two) normal working week days after their names have been drawn and verified as winners. The winners will be contacted during normal working hours, between 8 (eight) in the morning and 5 (five) in the afternoon. Winners will be advised of arrangements in respect of prizes at the time of contacting the selected winners.

- 8.5. Should a participant not be available on the contact details provided during the timeframe stipulated above or rejects, forfeits or declines acceptance of the prize, that person's right to the prize will be deemed to have been waived and the prize will be forfeited. Vodacom reserves the right to then award the prize to the next randomly drawn participant.
- 8.6. The claim for any prize will be subject to security and validation, and Vodacom reserves the right to withhold any prize until it is satisfied that the claim by a particular winner is valid. The selected winners must be able to identify themselves, in a manner determined by Vodacom, as the qualifying entrants to the Competition and have to comply with the required validation procedure, determined by Vodacom, in order to claim any prizes, failing which such winner will forfeit the prize and the prize will be awarded to the next selected qualifying entrant.
- 8.7. Notwithstanding the fact that the prizes vest in the winners immediately upon the determination of the results, in the event that the required documentation from a particular winner has not been received at the agreed cut-off date communicated to the winner, or no effort is made on the part of any of the winners to make special arrangements to meet the deadline set by Vodacom, such prize will be forfeited. Vodacom then reserves the right to award the prize to the finalist that is next in line.
- 8.8. If more than one winner in the competition: Vodacom shall request the winners' consent in writing to their image and/or likeness being used and published by Vodacom in connection with the Competition for a period of 12 (twelve) months after they have been announced as winners. The winners may decline the use of their image and/or likeness by Vodacom.

## **9. Prize Delivery**

- 9.1. If the winner drawn, meets all the above-mentioned qualifying requirements then the Vodacom approved third party agency (Freshminds) will purchase or source the item/s the winner indicated they would need to elevate their side hustle, up to the value of R8000 for NXT LVL registered winners and R5000 in the case of winners who are not a Vodacom customer registered on NXT LVL.
- 9.2. No prize is transferable or exchangeable.
- 9.3. If a winner cannot accept a prize for any reason whatsoever, the prize will be awarded to the next selected entrant.
- 9.4. All risks and ownership of the prizes shall pass to the winners on transfer/delivery thereof and hence all of Vodacom's obligations in regard to the Competition as well as in regard to the prizes shall terminate.

## **10. Personal information**

- 10.1. User data collected via the Competition will not be used for any other purpose than for execution of the Competition.
- 10.2. Vodacom respects the right to privacy and takes the protection of personal information seriously. Vodacom will only use personal information for the purposes of the competition as stated in these Terms and Conditions and in accordance with Vodacom's Privacy Policy available on,  
<http://www.vodacom.co.za/vodacom/terms/privacy-policy>

## **11. General**

- 11.1. Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the participant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 11.2. The judges' decision on any aspect of the Competition including the allocation of the prizes will be final and binding and no correspondence will be entered into.
- 11.3. In the event of a dispute in regard to any aspect of the Competition and/or the Terms and Conditions, Vodacom's decision will be final and binding and no correspondence will be entered into.
- 11.4. Vodacom may refuse to award a prize if entry procedures or these Terms and Conditions have not been adhered to or if it detects any irregularities or fraudulent practices. Vodacom is entitled in its entire discretion to reject any participant for any reason and will not be obliged to notify participants that they are rejected.
- 11.5. Vodacom and/or any other person or party associated with the Competition, their associated companies, agents, contractors and sponsors and any of its personnel involved in the Competition, shall not be liable whatsoever for any loss or damage incurred or suffered (including but not limited to direct or indirect or consequential loss), death or personal injury suffered or sustained arising from either participation in the Competition or from claiming the prize.
- 11.6. Vodacom is not liable for any technical failures affecting participation and / or prize redemption process of the Competition. In addition, neither Vodacom nor its agents shall be responsible for any loss or misdirected entries, including entries that were not received due to any failure of hardware, software, or other computer

or technical systems affecting participating in and/or the prize redemption process of the Competition.

11.7. Vodacom, its directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any prize nor in respect of any warranties, guarantees or undertakings given by any person other than Vodacom itself.

11.8. If Vodacom is required by law to alter or cancel any aspect of the Competition or to terminate it as a result of changes in legislation, or for any reason whatsoever, it will have the right to terminate the Competition being offered, with immediate effect and without notice. In such event all entrants hereby waive any rights which they may have against Vodacom and its associated companies, agents, contractors and/or sponsors.

11.9. All information relating to the Competition which is published on any marketing material will form part of these Terms and Conditions. In the event of any conflict between such marketing material and these Terms and Conditions, these Terms and Conditions shall prevail.

11.10. The Competition is also subject to, and must be read in conjunction with, Vodacom's existing terms and conditions applicable to its website and mobile site respectively:

<http://www.vodacom.co.za/personal/main/termsandconditions/websitetermsandconditions>.