

## TERMS AND CONDITIONS:

### Vodacom "Siyakha Talk Show" Competition

Vodacom (Pty) Ltd ("Vodacom") is running the **Vodacom "Siyakha Talk Show" Competition** (the "Competition").

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

1. The Competition is open to existing Vodacom prepaid customers residing in South Africa and who are on, and successfully registered for, the Vodacom Siyakha Price Plan during the term of the Competition, from 06h00 on **14 September 2017** to 23h59 on **16 November 2017** (the "End Date").
2. On each Thursday, for the duration of the Competition, seven (7) lucky callers (one (1) lucky caller per participating radio station) will stand a chance of winning a shopping voucher either to the value of R3500 (three thousand five hundred Rand) on ALS radio stations, or R1000 (one thousand Rand) on community radio stations. In total, there will be ten (10) winners per participating radio station during the term of the Competition, and a grand total of seventy (70) winners with a total value of R 195 000 (one hundred and ninety-five thousand Rand).

Qualifying prepaid customer will have to listen to the Siyakha talk show on the following days, times, and radio stations –

Station	Station Contact Details	Price Value to be WON	Feature time	Day
Motsweding FM	089 860 5665	R3500	12h50	Thursday
Thobela FM	015 290 1848	R3500	14h45	Thursday
Lesedi FM	089 110 1111	R3500	13h15	Thursday
Umhlobo Wenene FM -	011 714-4418	R3500	14h45	Thursday
Ukhozi FM	089 310 9193	R3500	12h25	Thursday
Tygerburg	021 911 3822	R1000	18h00 – 19h:00	Thursday
Zibonele FM	021 361 8962	R1000	18h00 – 19h:00	Thursday

3. To enter, a qualifying participant will have to -

3.1. listen to the Siyakha talk show on Thursdays, during the term of the Competition, as per the

aforementioned table;

- 3.2. call the relevant radio station on the number as per the aforementioned table and answer one easy Siyakha question relating to the Siyakha talk show live on air;
  - 3.3. provide contact details off air if awarded with a prize for the correct answer;
4. Participants are not allowed to enter multiple times.
  5. The Competition is only open to natural persons at least 18 years and older. Entries received from business accounts held by legal persons (amongst others Corporates and SMEs, etc.) are excluded from participating and winning in the Competition.
  6. To qualify to win any prize, entrants must be at least 18 years or older.
  7. Only entries ( via calling the radio stations ) received during the Competition period as stipulated in clause 1 above will qualify as potential winners.
  8. The radio dj will answer the first caller and should the caller answer the question correctly, such caller will be the competition winner from all eligible entries who meet all the requirements set out in these Terms and Conditions. The verified winner will be notified-during the call
  9. 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.
  10. 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.
  11. Creatrix will use reasonable efforts to contact the winners telephonically or via SMS on the contact details provided by the winner to the radio station off air.
  12. The winners will be contacted during normal working hours, between 8 (eight) in the morning and 5 (five) in the afternoon.
  13. Creatrix shall attempt to contact the winners for a period of 4- 6 weeks after their names have been verified as winners.

14. Should a participant not be available on the contact number 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.
15. 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.
16. Each winner must be able to identify himself / herself, in a manner determined by Vodacom, as a qualifying entrant to the Competition and must comply with the required validation procedure (determined by Vodacom) in order to claim the prize.
17. Vodacom reserves the right to withhold any prize until it is satisfied that the claim by the winner is valid.
18. Notwithstanding the fact that the prizes vest on the winners immediately upon the determination of the results, in the event that the required documentation from the winner has not been received at the agreed cut-off date communicated to the winner, or no effort is made on the part of the winners to make special arrangements to meet the deadline set by Vodacom, the prize will be forfeited. Vodacom then reserves the right to award the prize to the finalist that is next in line.
19. If the winner cannot accept the prize or for any reason whatsoever, the prize will be awarded to the next selected entrant.
20. 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.
21. The winners' name and location will be displayed on our Vodacom digital platforms after a period of 1 week working days subsequent to notification of the winners.
22. Vodacom shall request the winner's consent in writing to his / her image and/or likeness being used and published by Vodacom in connection with the Competition for a period of 12 (twelve) months after he / she has been announced as the winner. The winner may decline the use of his / her image and/or likeness by Vodacom.
23. No prize is transferable or exchangeable and may not be redeemed for cash.

24. All the information provided or related to this Competition shall be managed and captured by a Vodacom approved third party service provider, Creatrix, for the purpose of running the Competition only.
25. User data collected via the Competition will not be used for any other purpose than for the execution of the Competition only.
26. User data collected via the entry for this Competition will be stored for as long as we are legally required to and in accordance with Vodacom's Privacy Policy: <http://www.vodacom.co.za/vodacom/terms/privacy-policy> If there is no legal requirement, the collected information will only be stored for as long as it is needed.
27. In order to effect arrangements required for the prize fulfilment in terms of this Competition, Vodacom shall provide the winner's personal information, such as name, contact number and physical address, to a Vodacom approved third party, Creatrix, for prize distribution and you hereby agree to such disclosure as is necessary to effect the prize fulfilment.
28. There are no additional charges for participating in the Competition. Standard data costs apply as per the user's Service Provider and existing price plan for data usage.
29. 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>.
30. The duration of the Competition may be extended or curtailed at the discretion of Vodacom.
31. Vodacom shall not be liable for any costs incurred by the winners for entering the Competition or in claiming the prizes.
32. The judges' decision on any aspect of the Competition including the allocation of the prize will be final and binding and no correspondence will be entered into
33. 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.
34. 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

**Comment [NJVSA1]:** The SABC will take the details and then hand them over to Creatrix – who will then facilitate and make sure the rightful winners receives the prize

**Comment [SV2]:** Then Creatrix is the correct entity.

discretion to reject any participant for any reason and will not be obliged to notify participants that they are rejected.

35. Neither Vodacom 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 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.
36. 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 and/or prize redemption process of the Competition.
37. Employees, directors, agents, contractors, consultants of Vodacom and all other participating companies and their immediate families, life partners, business partners and associates and any person directly involved with the devising, producing, managing or marketing this Competition are not eligible to participate and win in this Competition.
38. 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.
39. 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.