

CARLING CURRIE CUP COMPETITION TERMS AND CONDITIONS

Promoter: SA RUGBY

Tournament: Carling Currie Cup

Date: 2022 season

TERMS AND CONDITIONS: CARLING CURRIE CUP FINAL COMPETITION:

1. DEFINITIONS AND INTERPRETATION

1.1. "**All Expenses**" shall mean:

- 1.1.1. Airport transfers and flights to get the winner and one partner to the final if they do not reside in the same province;
- 1.1.2. 1 (one) night accommodation with lunch only for the winner and your partner;
- 1.1.3. Transfer to and from the stadium for the winner and your partner.

1.2. "**Competition**" shall mean the Carling Currie Cup #ChampionsChallenge Final Competition;

1.3. "**Competition Period**" shall mean 08:00 am on Friday, 4 February to midnight Saturday, 11 June 2022;

1.4. "**Participant**" shall mean any entrant into the Competition and any person with whom a Participant may share a prize (in the event that you win a prize which is for you and one or more additional persons ("your partner"));

1.5. "**Promoter**" shall mean the South African Rugby Union ("**SA Rugby**"), a voluntary association of person with its principle address at SARU House, Tygerberg Park, 163 Uys Krige Drive, Platteklouf, Cape Town, 7500, South Africa;

1.6. "**Prize**" shall mean an 'all-expenses' paid experience for two people to attend the Carling Currie Cup Final on 25 June 2022, as determined randomly by lucky draw by an authorised representative of the Promoter at the conclusion of the Competition Period;

1.7. "**Winning Entry**" shall mean an entry which qualifies to win a Prize in the Competition as described in paragraph 4 below

2. GENERAL ENTRY CONDITIONS

2.1. No late entries will be accepted.

2.2. The Competition is open to South African citizens or permanent residents only.

2.3. Participants must be over the age of 18 years.

2.4. Participants must be in possession of a valid South African Identity Document, a Passport, or driver's license.

2.5. Participants must be available on 25 June 2022.

- 2.6. The following persons are excluded from this Competition and may not participate:
- 2.6.1. a director, member, partner, employee or agent of, or consultant to SA Rugby,
 - 2.6.2. a supplier of goods or services in connection with this Competition, including promotional partners, printers, advertising and promotional agencies, professional advisors and staff employed by or contracted to the Promoter/s marketing service providers;
 - 2.6.3. the spouses, life partners, business partners or immediate family members of the people or entities referred to in 2.6.1 and 2.6.2 above.

3. HOW TO ENTER AND WINNER SELECTION

- 3.1. This Competition will be conducted via Facebook, Twitter, TikTok and Instagram (“Social Media Platforms”) ONLY.
- 3.2. In order to participate for a Prize, Participants must:
- 3.2.1. follow at least one of the following pages / accounts / profiles: The Carling Currie Cup Facebook page, The Currie Cup Twitter Page, Springboks.Rugby TikTok account and the SA Rugby “Currie Cup Official” Instagram account.
 - 3.2.2. regularly post on the aforementioned pages / accounts / profiles on the Social Media Platforms using the #ChampionsChallenge hashtag and tagging the abovementioned handles on the respective Social Media Platforms.
- 3.3. In order to stand a chance to win, Participants must:
- 3.3.1. meet all of the stated criteria; and
 - 3.3.2. have popular posts and strong engagement (subject to SA Rugby sole discretion) throughout the Carling Currie Cup tournament.
- 3.4. Qualifying Participants will be included in a list of entrants that will be automatically entered into a lucky draw to determine Prize winners.
- 3.5. Winning Entries shall be determined by means of a ‘lucky draw’ (by randomiser) which shall take place within 24 hours of the conclusion of the Competition Period.

4. PRIZES

- 4.1. There are a total of five (5) Prizes, one for each of the five (5) Winning Entries in the Competition.
- 4.2. Prize winners will be notified via direct messaging on their social media profile within two (2) working days of the Winning Entries having been drawn. The names of Prize Winners shall also be posted on the SA Rugby website and various of its Social Media Platforms.

- 4.3. SA Rugby reserves the right to re-draw for a Prize, and award a Prize to someone else in the event that the Prize winner has not responded to three (3) attempts by SA Rugby to communicate with him/her.
- 4.4. No Prize will be awarded unless or until verification of each Winning Entry is made by the Promoter and the Promoter is satisfied, in its absolute discretion, that the criteria for a Winning Entry and the Competition's Terms and Conditions have been met. Should the Participant not qualify to receive a Prize, the Participant acknowledges that he/she shall be required to forfeit it.
- 4.5. In the event that a winning Participant is either uncontactable or in the event that a winning Participant rejects, or declines acceptance of the Prize, the Prize shall be subject to a new draw.
- 4.6. Should a Participant win a Prize, the Participant undertakes to expeditiously do all things necessary to enable the Promoter to comply with all of its obligations in terms of the Act, including but not limited to, providing such personal information as may be required in order to facilitate the awarding of the Prize.
- 4.7. Prizes are not transferable and accordingly may not be exchanged for their cash value or sold.
- 4.8. The Promoter's decision is final.
- 4.9. The Promoter reserves the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner. The Promoter may require you to provide it with additional information as it may reasonably require (including proof of identity and/or proof of residency) in order to process and to facilitate your acceptance and/or use of a Prize.
- 4.10. The Promoter does not make any representation or give any warranties, whether expressly or implicitly as to a prize, and in particular, without limitation, makes no representations and gives no warranty that a prize, or any aspect thereof, will:
 - 4.10.1. meet the Participant's requirements, preferences, standards or expectations; or
 - 4.10.2. be satisfactory and punctual.
- 4.11. For avoidance of doubt:
 - 4.11.1. winning Participants will be required to pay for all expenses that are not defined as being a part of the Prize; and
 - 4.11.2. the Participant undertakes to sign a waiver of liability and indemnity before claiming any Prize. The Promoter cannot be held responsible for any accident, injury or loss of property as a result of winning, accepting and/or utilising the Prize.

5. GENERAL TERMS AND INFORMATION

- 5.1. Participation in the Competition is deemed to be acceptance of these terms and conditions by the Participant.
- 5.2. The Promoter/s, its respective directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, subsidiaries and sponsors assume no liability whatsoever for any direct or indirect loss or damage, including but not limited to physical harm or death, howsoever arising from or as a result of a Participant's participation in the Competition or redemption of a Prize in terms of this Competition, or from any amendments to Prize details and/or the terms and conditions of this Competition. All Participants (including the winners) hereby expressly indemnify the Promoter in this regard and shall hold it harmless from all and any claims arising from or as a result of the above reasons.
- 5.3. The Promoter reserves the right to vary, postpone, suspend, or cancel the Competition and any prizes, or any aspect thereof, without notice, for any reason whatsoever. In the event of such variation, postponement, suspension or cancellation, the Participant agrees to waive any right, interest and expectations that he/she may have in terms of the Competition, and acknowledges that he/she will have no recourse against the Promoter.
- 5.4. With regard to clause 5.3 above, any amendments published in any media, or on the SA Rugby website on www.springboks.rugby will form part of the terms and conditions of the Competition, to which terms the Participants agree to be bound.
- 5.5. By participating in this Competition, and for the purposes of delivering the Prize, the Participant consents to (i) the processing of his/her personal information (including name, age, ID number, address, telephone number and/or e-mail address) by SA Rugby, any of its operators, commercial partners, agents and sub-contractors on the condition that they will keep such information confidential; (ii) the collection of such further of the Participant's personal information to supplement the personal information provided by the Participant (where necessary); and (iii) the retention of the Participant's personal information for such purposes and for such period as may be permitted in terms of the law.
- 5.6. The Promoter shall respect the confidentiality of Participants' personal information and will not sell or distribute such information to any other party without the explicit consent of the Participant, except where required to do so by law.
- 5.7. The Promoter shall request the Prize winners' consent in writing to their name, image and likeness being used and published by the Promoter in connection with this Competition for a period of 12 (twelve) months after they are announced as winners. Winners acknowledge that it is an express condition of the Competition that a Participant take part in such publicity in order to be eligible to redeem a Prize. Prize winners will not be entitled to any payment or remuneration for any such publicity or otherwise. All and any materials, including publicity materials, will be the sole property of the Promoter.

- 5.8. Comments on the Promoter's Social Media Platforms are subject to moderation. The Promoter may, in its sole discretion, deem an entry to be ineligible should it consider any part thereof to be inappropriate.
- 5.9. Each Participant agrees not to submit any entry that infringes any third-party intellectual property rights, or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violates applicable law. Should SA Rugby, in its sole discretion, determine an entry to infringe as referred aforementioned, SA Rugby may discard the entry.
- 5.10. The laws of the Republic of South Africa govern this Competition and these terms and conditions.
- 5.11. In the event that any of the terms and conditions contained herein are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms of these terms and conditions, which will continue to be valid and enforceable.