

BOKSQUAD HSBC CAPE TOWN SEVENS TICKET COMPETITION TERMS AND CONDITIONS

Promoter: SA RUGBY

Series: HSBC CAPE TOWN SEVENS

Date: 30 November 2022 – 6 December 2022 23:59

1. DEFINITIONS AND INTERPRETATION

- 1.1. **“Act”** shall mean the Consumer Protection Act No. 68 of 2008;
- 1.2. **“Competition”** shall mean the BokSquad HSBC CAPE TOWN SEVENS TICKET COMPETITION.
- 1.3. **“Competition Period”** means 6 December 2022 – 8 December 2022 23:59;
- 1.4. **“Participant”** shall mean any entrant into the competition over the age of 18 entry to win a Prize.
- 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. T: +27 (0) 21 928 7000 | W: <https://springboks.rugby/>;
- 1.6. **“Prize”** shall mean the opportunity to receive tickets to the 2022 HSBC CAPE TOWN SEVENS. There will be six winners in total determined by an authorised representative of the Promoter during the Competition Period.. Travel and/or accommodation (and/or the costs thereof) do not form a part of the Prize;
 - 1.6.1. Friday, 9 December 2022 - 1st prize of six tickets and 2nd prize, two tickets;
 - 1.6.2. Saturday, 10 December 2022 - 1st prize of six tickets and 2nd prize, two tickets;
 - 1.6.3. Sunday, 11 December 2022 - 1st prize of six tickets and 2nd prize, two tickets.
- 1.7. **“Stadium”** shall mean the Cape Town Stadium;
- 1.8. **“Tournament”** shall mean the HSBC CAPE TOWN SEVENS taking place between 9-11 December 2022. There are a total of 6 (six) individual prize winners;
- 1.9. **“Winner”** shall mean any selected winner in a Winning Entry; and
- 1.10. **“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. The Participant must be 18 years or older as at the date on which the Participant enters the Competition.
- 2.3. Participants must be 18 years and older and must be in possession of a valid South African Identity Document, a Passport, or driver’s license.
- 2.4. Participants must be available on the day of the Tournament which the prize tickets are valid for and reside in reasonable proximity (which shall be determined by SARU in its sole discretion) to the Stadium. Note that Travel and/or accommodation (and/or the costs thereof) do not form a part of the Prize.

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- 2.5. The following persons are excluded from this Competition and may not participate:
- 2.5.1. a director, member, partner, employee or agent of, or consultant to SA Rugby;
 - 2.5.2. 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; and
 - 2.5.3. the spouses, life partners, business partners or immediate family members of the people or entities referred to in 2.5.1 and 2.5.2 above.

3. HOW TO ENTER AND WINNER SELECTION

- 3.1. This Competition will be conducted by BokSquad via the SA Rugby Springbok social media channels.
- 3.2. In order to participate for a Prize, Participants must:
 - 3.2.1. Complete the required ask on the social media post to share images or /and videos of your potential HSBC Cape Town Sevens outfit to be worn if you were to attend the Tournament; and
 - 3.2.2. meet all of the stated general requirements for entry into the Competition.
- 3.3. Qualifying Participants will then be short-listed based on the content of their entry submissions.
- 3.4. The list of shortlisted entrants shall then 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 on 8 December 2022 prior to the Tournament after the Competition Period.

4. PRIZES

- 4.1. There are a total of six (6) Prizes which shall be selected as Winning Entries in the Competition, one for each of the three (3) days being played in the Tournament.
- 4.2. Prize winners will be notified via direct message on Facebook or Twitter within two (2) working days of the Winning Entries having been drawn. The names of Prize Winners shall also be posted on the BokSquad App or SA Rugby & MTN website and/or on SA Rugby's social media platforms.
- 4.3. SA Rugby reserves the right to re-select a Winner, 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 Winner is either uncontactable or in the event that a Winner rejects, or declines acceptance of the Prize, the Prize shall be subject to a new selection by the Promoter.

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- 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 the Winner 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 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. Winners will be required to pay for all expenses that are not a part of the Prize; and
 - 4.11.2. the Participant undertakes to sign an Information Disclosure Agreement and 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.

Should the Winner of a Prize refuse or be unable to comply with this condition or any other condition contained herein, such winner will be automatically disqualified.

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

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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 acknowledges and consents to (i) the processing of his/her personal information (including name, age, ID number, address, telephone number and/or e-mail address, as well as his/her image and likeness) 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. All processing of such personal information shall be subject to SA Rugby's Privacy Policy. In the event that SA Rugby conducts the Competition with associated entities, SA Rugby cannot be held responsible for the processing activities of such associated entities, and the Participant acknowledges that he/she must acquaint him/herself with the Privacy Policy of all such associated entities.
- 5.7. Given the nature of the Prize, the Participants are likely to appear on television in enjoying their Prize. 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. Winners shall be given the opportunity to decline such publicity and the publication of their images but should note that they shall forfeit the Prize itself in doing so.
- 5.8. The Promoter shall further request 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.
- 5.9. Winners will not be entitled to any payment or remuneration for any publicity or otherwise. All and any materials, including publicity materials, will be the sole property of the Promoter.
- 5.10. The Participant agrees that by participating in the Competition, and his/her acceptance and/or use of a Prize, or any aspect thereof, is at his/her own risk.
- 5.11. The laws of the Republic of South Africa govern this Competition and these terms and conditions.
- 5.12. 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.

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