

SOCIAL MEDIA COMPETITION TERMS AND CONDITIONS

IMPORTANT NOTICE

- **These terms and conditions and competition rules contain certain terms and conditions which appear in similar text style to this clause and which:**
 - *may limit the risk or liability of the promoter or a third party; and/or*
 - *may create risk or liability for the entrant; and/or*
 - *may compel the entrant to indemnify the promoter or a third party; and/or*
 - *serves as an acknowledgement, by the entrant, of a fact.*
 - **The entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted. 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 entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").**
- 1) The promoter of this competition is OBC Group (Pty) Ltd ("OBC") (registration number: 2000/002255/07) a company incorporated in the Republic of South Africa and having its registered address at 1158 Louwlandia Drive, Louwlandia, Centurion, 1683.
 - 2) For the purposes of these terms and conditions "Social Media" shall include Facebook, Instagram and other social media platform.
 - 2) All persons entering the OBC Social Media Competition ("**the competition** ") ("**the entrants**") agree that the competition rules as set out in these terms and conditions are binding on them. A copy of these terms and conditions is available at OBC's homepage.
 3. The promotional competition is open to all South African residents of any age. The entrant cannot be a juristic entity and must be an individual.
 4. All entrants must be in possession of a valid identity document, except any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members.

5. Any participant under the age of 18 years must be fully assisted by his/her legal guardian, who approves of and consents to the participant's participation in the competition and the participant's receipt/possession of the prize.
6. This promotional competition is open from the date as advertised on the Social Media promotion and ends on the date as advertised on the Social Media promotion ("competition period"). Any entries received after the closing date will not be considered.
7. *The entrant acknowledges that by submitting his or her entry to the competition he/she has been given an appropriate opportunity to first read these terms and conditions before entering and that he/she understands and agrees to the terms and conditions.*

HOW TO ENTER

8. To enter, participants will be required to:
 - 8.1 Login to a Social Media platform with your unique login details and find the OBC Group Social Media Page.
 - 8.2 In the OBC Group Social Media Page, click the "like" button and comment on each OBC post.
 - 8.3 Take a selfie of yourself with your purchased OBC branded products and share/post and/or upload your taken selfie to OBC Group Social Media Page.

SELECTION OF WINNER

- 9.1 Winner selection will be the promoter's sole discretion and based on the following criteria:
 - 9.1.1 Authentic.
 - 9.1.2 Uniqueness and display of the OBC branded products.
 - 9.1.3 Any picture uploaded must contain OBC branded products.
 - 9.1.4. Meet the requirements as set out in clause 8.
- 9.2 The promoter will select winners based on the selection criteria stated above i.e. the selection will not be based on likes or votes.

PRIZES

10. The winners shall win a prizes per month as advertised on the Social Media promotion (“prize”).
11. The winners will be select per month to win the prizes during the competition period on the selection criteria
12. Promoter will contact the winners at the end of every month via the Social Media Platform that they entered, or via mobile/cell phone/telephone contact number provided.
13. The Promoter (or their agent) will endeavour to contact the prize winner via social media or via mobile/cell phone/telephone contact number provided channel/email once every day for 5 (five) consecutive working days after the end of competition period.
14. If the Prize winner cannot be contacted via social media or via mobile/cell phone/telephone contact number provided during this period, the Prize will be forfeited, and another winner will be selected in accordance with the rules.
15. The winner will be required to provide their name, ID numbers, a copy of their identity document and contact details and to sign an acknowledgment of receipt of the prize. If the winner has a guardian the guardian will be required to provide the above mentioned documents.

GENERAL

16. The Promoter shall not be responsible for any lost, damaged or delayed entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
17. The prize is not exchangeable for cash and is not transferrable.
18. The Promoter reserves the right to use the winner’s images taken from Social Media Platform on either, print, out of home, digital, YouTube or any other advertising medium for publicity purposes in any manner they deem fit (within any Social Media Platform), excluding TV. No remuneration shall be made payable to the winner. However, the winner has the right to object to these images being used by written notification to the Promoter.

19. The Promoter shall have the right to change or terminate the promotional competition immediately and without notice. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents.
20. Participants will be disqualified from being selected as a winner if they currently advertise for a competitor product of OBC or are associated with it.
21. In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
22. *Neither the Promoter, its agents, its associated companies, nor any directors, officers or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.*
23. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
24. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
25. **NOTE:** *Any attempt to use multiple e-mail, cell phone or Facebook accounts or other tactics to enter more than the stated limit may result in disqualification and all associated entries will be void. Entries generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, entering service sites or any other automated means and entries by any means that subvert the entry process or do not conform to the terms or spirit of these competition rules, will void the entry and may disqualify the entrant.*
26. The prize is not exchangeable for cash and is not transferrable.
27. The judges' decision is final, and no correspondence will be entered into.
28. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.

29. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and the participants acknowledge that they are providing information to the Promoter and its agents only and not to Facebook.
30. All entrants in this Competition release Facebook or any other social media platform in which this competition is advertised, from all liabilities and claims arising out of or in connection with this competition and these terms and conditions. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook. In entering this Competition the entrants are providing information to the promoter and not to Facebook.
31. *The Promoter assumes no liability whatsoever for any entry that has been omitted from participation for any reason whatsoever. The Promoter is not liable for any technical failures affecting participation in the competition.*
32. The Promoter reserves the right to delete any information uploaded by a participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive, or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment.
33. Participants warrant that they have full rights to the images, comments and/or stories that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.
34. Participants agree that by uploading their "images", comments and/or stories, they grant permission to the Promoter to use the images and/or stories or any part thereof, in any and all media for promotional / marketing purposes with no consideration payable to the participants.