

## HEART FM GENERAL COMPETITION RULES

1. By entering the competition and/or accepting any prize (if you are a winner), you agree to be bound by these terms and conditions.
2. The promoter of the competition is Heart FM.
3. You are not eligible to participate or win in any competition if –
  - a) You are a director, member, partner, employee, agent or consultant of Heart FM, its affiliates or any other person who supplies goods or services in connection with the competition.
  - b) You are a spouse, life partner, parent, child or sibling (whether natural or adopted), business partner or associate of the persons specified in 3.1 above.
  - c) A member of your household won a prize in a competition promoted by Heart FM in the past (3) three months;
  - d) Unless otherwise stipulated, you are below the age of 18 (eighteen) years at the time of entering the competition.
4. Winner's names must match their full name and surname as set out in their South African Identity Document. Should the winner's name differ from the Identity Document, official change of name forms issued by the Department of Home Affairs will need to be submitted to Heart FM, failing which the winner will forfeit the stipulated prize.
5. Heart FM may limit the number of times that you may enter any competition.
6. It is the competition entrant's responsibility to ensure that all the information provided to Heart FM is complete, accurate and valid. No entry is eligible until the validation process, as determined by Heart FM, has taken place.
7. Any entries received after the closure of such competition will not be eligible to participate in such competition, regardless of the reason for the late entry. Heart FM shall not be liable for any technical failure that may result in such entry not being successfully submitted.
8. The determination of the outcome of the competition is subject to the competition-specific terms and conditions, as well as Heart FM's general competition rules. The decision of the auditor, or judge, or presenter or organizer of the competition is final, and no negotiation and or correspondence will be entered into after the fact.
9. Participants in the competition enter and/or accept prizes (if they are the winner) at their own risk.



By entering the competition and/or accepting any prize, the participants and winners hereby indemnify, release and hold harmless Heart FM and its affiliates from and against any actions, claims and/or liability for injury, loss or damage of any kind resulting in whole or in part, directly or indirectly, from participation in the competition, and/or the use, acceptance or possession of a prize by the winner and/or any person with whom the winner shares that prize. In terms of the Consumer Protection Act 68 of 2008 the aforementioned hold harmless clause does not apply to gross negligence on the part of Heart FM and/or its affiliates.

10. For purposes hereof, "affiliate" means our partners, co promoters and sponsors of this competition, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents and representatives.

11. Any prize is accepted by a winner at his/her own risk and Heart FM and its affiliates are not liable, at any time, for any defect in the prizes. However, should any prize be defective, Heart FM will provide the contact details of the supplier of prizes to the winner.

12. Prizes must be claimed from the Heart FM radio station. The current station address is 2nd Floor, Media Quarter Building, corner of Somerset and De Smit Roads, Greenpoint.

13. All prizes must be claimed within two (two) calendar months of the announcement of winners on air or on Heart FM's website, or on Heart FM's social media pages. Prizes not claimed within this period shall be forfeited or donated to a local charity of Heart FM's choice.

14. Depending on the nature of the competition and the prize, Heart FM will endeavour to have the prize(s) ready for the winner's collection within a period of six to eight weeks of the winner announcement. This may be dependent on availability and logistics of supply and partner commitment and may be subject to change without prior notice.

15. Cash prizes may take up to 90 days to be paid out and will only be paid into a valid South African bank account in the name of the person who is the valid winner of the prize. Cash prizes that are won by minors will only be paid to the legal guardian of the minor.

16. Unless stated otherwise, accessories may not be included as part of a prize.

17. Prizes are not transferable and may not be exchanged or redeemed for cash or

any other item.

18. If you win a prize and the possession and/or use of that prize is subject to regulations or authorisation, you must possess the necessary documentation and permission/authorisation that is required in order to accept and use such prize. Such documents, permission or authorization must remain valid for the duration of the use of the prize. It is the winner's responsibility to obtain these documents, permission or authorisation. The cost of obtaining these documents, permission or authorisation will be at the winner's own cost.

19. A person may not win a prize if it is unlawful or against the promotional competition terms and conditions for Heart FM to supply such prize to the winner. Should a person win such prize, it shall be forfeited, and an alternate winner may be selected, or the prize may be donated to charity, or otherwise (as elected by Heart FM).

20. Where a presenter conducts a competition (which is not a Heart FM-endorsed competition), the prize shall be paid for by the presenter him/herself. Heart FM accepts no responsibility for the fulfilment of any competition, and the reward attached to such aforementioned competition.

21. If a person wins a prize, the winner consents to:

- a) The publishing or distribution by Heart FM and the prize sponsors of the winner's name; the fact that they have won a prize from Heart FM or sponsor, as well as details of the prize(s) received.
- b) Within reason and with prior notice and acceptance, the use of their image in marketing material of Heart FM and the prize sponsors;
- c) Subject to their prior acceptance, participate in Heart FM's marketing activities; without remuneration.

22. Heart FM shall not be held liable for any injury, loss or damage of any kind resulting in whole or in part, directly or indirectly, from the publication of a winner's name, and/or image.

23. Subject to the clause 20 Heart FM shall not disclose any of the participant's personal information to third parties, without that participant's consent.

24. If a winner fails to comply with any of these terms and conditions as well as the competition specific terms and conditions, then without prejudice to any other remedy which Heart FM may have, –



- a) The winner will be automatically disqualified from the competition; and
- b) If the winner has won a prize, the winner will forfeit that prize; and
- c) The winner will pay Heart FM for any loss or damage incurred by them, directly or indirectly, as a result of the non-compliance, including all of legal costs which they may incur in taking any steps pursuant to the non-compliance.