



Jacaranda FM | Terms of Use

In the interest of improving the quality of Radio in South Africa, if you have any complaints concerning content that you may have heard on any Radio Station, you may do so by writing to the Broadcasting Complaints Commission at PO Box 412365, CRAIGHALL, 2024 or fax (011) 325 5736.

TERMS AND CONDITIONS OF USE

By accessing any pages of this website, the person accessing this website (hereinafter referred to as the accessor) agrees to abide by and remain bound by these website terms and conditions (Terms and Conditions), including without limitation to accept any disclaimer contained herein:

1. INFORMATION ABOUT US AND HOW TO CONTACT US

The website is a website operated by Jacaranda FM, a broadcasting station owned by Kagiso Tiso Holding Proprietary Limited, a private company registered in the Republic of South Africa under registration number 2011/000848/07 (the Company), with registered office at 89, 14th Road, Erand Gardens, 1685. You can contact Us via email at info@jacarandafm.com

<mailto:info@jacarandafm.com>

or at the following: 011 063 5700. If You have questions concerning the website, any content on the website, or these Terms and Conditions, please contact us using the above details.

2. COPYRIGHT

2.1 The contents of this Website, including but not limited to its compilation and arrangement, is the exclusive property of the Company alternatively the suppliers of content to the Company, and accordingly remain protected by South African and international copyright, trademark and other intellectual property laws.

2.2 Any person accessing this website may save for downloading one copy for their personal computers and solely for their private and non-commercial use, but may not copy, disseminate, distribute, advertise, publish, adapt, modify or in any way reproduce the contents of this website for commercial purposes, unless the permission of the Company is obtained in writing.

3. TRADEMARK

The word or mark "Jacaranda FM", More Music You Love, however, presented, including all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of the Company, or one of its affiliated companies. The logos and symbols displayed on the website cannot be utilized in any form whatsoever without the written permission of the Company.

4. LINKS AND SERVICES

During the course of operating this website, the accessor may come across or access other internet websites. Such links are established for the accessor's convenience only. The Company shall be exempt from any liability in respect of the accessor's use of such websites to



the greatest extent permitted by law. The individual terms and conditions applicable to each such other website shall bind the accessor for the use of such website.

5. RULES OF CONDUCT

The Company may from time to time establish bulletin boards, discussion forums, chatrooms and the like. Accessors utilizing such forums will be bound by the following conditions:

5.1 The Company reserves the right to edit, delete, or review any submissions which it views defamatory, abusive, illegal, unconstitutional or contrary to the interests of the Company.

5.2 The accessor shall not be entitled to submit illegal or unconstitutional material.

5.3 The accessor shall not submit material for the purposes of "spamming".

5.4 The accessor shall not submit material which is or may be classified as being indecent, vulgar, defamatory, abusive, profane, or pornographic or which may be information constituting a criminal offence and/or may incur civil liability in terms of all applicable South African and other laws.

5.5 The accessor warrants that the submission of any material does not constitute the infringement of copyright, trademark or any other intellectual property right of any other person, alternatively that he/she has obtained the permission of such other person, company or entity to submit such material.

5.6 The accessor will not submit any material to the Company website, which contains harmful material or a virus of any nature.

5.7 The accessor will not submit any material with purpose of utilizing the Company website for commercial purposes, or which may contain marketing or promotional material, or which intends to solicit donations on or through the Company website.

6. INDEMNITY, LIABILITY AND DISCLAIMER

6.1 To the greatest extent permitted by applicable law:

6.1.1 The accessor utilizing the Company website does so entirely at his/her own risk and entirely on an "as is" basis.

6.1.2 The Company does not warrant, nor does it make any representations, express or implied, as to the veracity, correctness or accuracy of any information, data, services, products, material, logo's, text or graphics appearing on this website.

6.1.3 The Company makes no warranties and/or representations express or implied, as to the contents of this website, nor the operation of this website.

6.1.4 The Company does not warrant nor does it make any representations for the proper performance of this website, the accuracy of the images, timeliness or completeness of information or that the website will be free of harmful material and viruses.

6.2 To the greatest extent permitted by applicable law, the Company will not be liable for any liability arising under or in connection with these Terms and Conditions, the website and/or any content including (without limitation) liability in contract, delict, tort, misrepresentation, breach



of statutory duty or otherwise for any loss or damage, even if foreseeable. Without limiting the foregoing, this includes (without limitation): (i) use of, or inability to use the website, any content or any linked website; (ii) use of or reliance on any content displayed on the website or any linked website; (iii) the corruption of content or data; and (iv) any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect the accessor's computer equipment, computer programs, data or other proprietary material due to the accessor's use of the website or to the accessor's downloading of any content on or through it or on any website linked to it.

6.3 To the greatest extent permitted by applicable law, the accessor hereby indemnifies the Company from and against all and any damages, liability, loss, costs, expenses, suffered or incurred by the accessor, and irrespective of whether such action is based on contract, negligence, delict or any other cause of action, arising from but not limited to:

6.3.1 Any or all failure, delay or interruption of the website; or

6.3.2 The use of this website; or

6.3.3 The information or contents contained in this website and/or the accessor's use of same; or

6.3.4 Any products, services and the like obtained from this website;

6.3.5 The accessor's breach of these Terms and Conditions

7. AGREEMENT AS TO USE

7.1 These Terms and Conditions apply to the accessor's access to and use of the website and set out the terms on which the accessor may make use of the website.

7.2 Please read these Terms and Conditions carefully before you start to use the website. By using and/or accessing the website, the accessor accepts and agrees to be bound and abide by these Terms and Conditions. If You do not want to agree to these Terms and Conditions, the accessor must not access or use the website.

7.3 Should the accessor violate any of the terms and conditions contained herein, the Company reserves the right to institute the appropriate legal proceedings against the accessor.

7.4 We recommend that You print a copy of these Terms for future reference.

7.5 These Terms and Conditions constitute the entire agreement between the Company and the accessor in respect of the accessor's use of the website, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the Company and the accessor in respect of the accessor's use of the website, whether written or oral, including but not limited to any and all prior versions of the Terms and Conditions that may have been published on the website.

7.6 The Company may revise and update all or any part of these Terms and Conditions at any time by amending the relevant pages on the website in the Company's sole discretion. All changes are effective immediately when We post them and apply to all access to and use of the website thereafter.

7.7 The accessor is expected to check the pages from time to time in order to take notice of any changes the Company makes, as they are legally binding on accessor from date of posting. It is



accessor's responsibility to check this page on a regular basis to ensure that accessor is aware of the terms of these Terms and Conditions as updated from time to time.

7.8 By using or accessing, uploading or sending us your personal details via a competition email and web link; you consent that Company may use the information you submit. We protect your personal information and only use and disclose your personal information in compliance the Protection of Personal Information Act 4 of 2013.

7.9 You also agree to allow us to collect, collate, process and disclose personal information as provided for in these T&Cs.

8. REFUND POLICY (DONATIONS)

If applicable, thank for your donation to the Company's charitable association. Your generosity will allow us to continue to help underprivileged communities. Please note that donations are irrevocable and cannot be refunded to the donor. The Company thanks you wholeheartedly for your continued support.

9. SOCIAL MEDIA POLICY

9.1 The position of the Company is that anything posted [BOW1] to a social network by an employee or representative of the brand (including independent contractors) should conform not violate specific rules that the Company has adopted as a policy (including standards expected of material we would confidently broadcast).

9.2 As a business that exists to communicate to people, and cultivate relationships with them, clients and other stakeholders, we believe that our staff and brand representatives should behave more cautiously on social media platforms than would be the case if we were in a different industry.

9.3 We encourage our staff to write knowledgeably, accurately, and use appropriate professionalism. This encompasses respecting differences and appreciating diversity of opinions.

9.4 If you see, hear or read anything posted by station staff and representatives on social media or social networking platforms that you feel reflects poorly on our station or station staff, please inform us by info@jacarandafm.com

10. DISCLAIMER

Please note that our mobile apps collect current location data, which is shared with our third-party partner at <https://sonar.adswizz.com/> to improve your advertising experience. Any third parties with whom we share personal information are contractually required to implement appropriate data protection and security measures and are not permitted to process personal information for any purpose other than the purpose for which they are given access.

11. GOVERNING LAW AND JURISDICTION

All matters relating to the website, these Terms and Conditions, the subject matter and formation of these Terms and Conditions, and any dispute or claim arising out of or in relation thereto will be governed and determined in accordance with the laws of the Republic of South Africa, to the extent permitted by applicable law, the accessor and the Company both consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local



Division, Johannesburg in any dispute arising from or in connection with these Terms and Conditions or the website, to the extent permitted by applicable law.

These Terms and Conditions were last amended on 7 March 2025.

GENERAL RULES FOR COMPETITIONS

Last updated 11 March 2025 | By Stephen Tshaka

1. DEFINITIONS

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

1.1 "Additional Competition-Specific Rules" means any and all applicable specific terms and conditions, rules and entry instructions published on the Company website or in any media which features a Competition (e.g. on-air messages) and relating to a specific Competition;

1.2 "Competition" means any promotion, prize draw, giveaway or competition operated by the Company, including but not limited to those Competitions operated by the Company on behalf of its sponsors or any radio station or website owned or controlled (directly or indirectly) by the Company from time to time, and including a competition identified in the Additional Competition-Specific Rules;

1.3 "Company" means Jacaranda FM a division of Kagiso Media Ltd, a broadcasting station owned by Kagiso Tiso Holdings Proprietary Limited (registration number 2013/055452/07);

1.4 "Personal Information" means personal information as defined in POPIA;

1.5 "POPIA" means the Protection of Personal Information Act 4 of 2013;

1.6 "Process"/ "Processing" has the same meaning assigned thereto in POPIA;

1.7 "Rules" means these competition terms and conditions and including Additional Competition-Specific Rules;

1.8 "you", "your" or "entrant" means you, the person who has entered into a Competition.

2. INTRODUCTION

2.1 You must take time to read these Rules carefully and make sure you understand the Rules before entering any Competition. You must pay special attention to all text in bold.

2.2 These Rules shall be binding on you when you enter any Competition. By entering the Competition you accept and/or agree to be bound by the Rules and acknowledge that you have read and understood the Rules.

2.3 You do not have to pay anything or buy anything to be able to participate in any Competition. However, you are solely responsible for all costs or expenses incurred by you in applying to participate or participating in the Competition. For example, if your entry is posted or sent using the internet, short message service (SMS), multimedia messaging service (MMS) or any similar media or device, you will have to pay the reasonable costs of posting the entry form or of transmitting it. This cost will not be more than the normal fee prescribed by section 36(3)(a) of the Consumer Protection Act 68 of 2008 read with regulation 11 of the Consumer Protection Act Regulations, 2011, you will pay to your service provider or for using the internet.



2.4 Incomplete, incorrect, illegible or indecipherable entries will be void. Unless otherwise stated in the Additional Competition-Specific Rules, photocopies (e.g. of entries or tokens) will not be accepted. Entries that have been altered, reconstructed, forged or tampered with will not be accepted.

2.5 The Company will not accept responsibility for Competition entries that are lost, mislaid, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind. The Company will not accept proof of posting or transmission as proof of receipt of entry to the Competition.

2.6 The Company reserves the right, in its sole and absolute discretion, to add to, amend, or waive any of the Rules at any time, by publishing the revised Rules on Jacarandafm.com, including but not limited to extending or reducing the duration of a Competition, and giving clues.

3. ELIGIBILITY TO ENTER COMPETITIONS

3.1 In order to qualify as an entrant, you must –

3.1.1 be a resident of South Africa and in possession of a valid identity document;

3.1.2 be at least 18 years old, or if not, assisted by a parent or legal guardian; and

3.1.3 provide correct and full personal details when entering the Competition.

3.2 Automated entries or syndicated entries (including without limitation those generated by computer or created by artificial intelligence) are prohibited, and any use of such devices or schemes will cause disqualification of all such entries.

3.3 The Company, its affiliates, distributors, retailers, advertising and promotional agencies, directors, partners, members, employees, agents, consultants, subcontractors, suppliers of goods or services in connection with the Competition, and each of their respective spouses, life partners, business partners, immediate family members^[1] and household members are not eligible to participate in any Competition.

3.4 Unless otherwise stated in the Additional Competition-Specific Rules –

3.4.1 only one entry per person will be permitted. Multiple entries from one person will cause disqualification;

3.4.2 entries are limited to one entry per e-mail address, IP address, telephone number or household.

3.5 In all Competitions, contestants will be randomly selected. Contestants are generated using an online portal which randomises the pool of entries.

3.6 In order to be eligible for participation in the Competition, a person must successfully enter the Competition in accordance with the entry mechanism set out in the Additional Competition-Specific Rules; and

3.7 In order to be eligible for participation in the Competition, a person must adhere to the Rules which also includes the Additional Competition-Specific Rules.



3.8 The Company reserves the right at its sole discretion to disqualify any individual who tampers with the entry process or who provides false information.

3.9 A person may not win more than one prize within a three-month period following the first win, nor shall any member of such person's family residing at the same address be entitled to a prize within a three-month period following the first win. The Company reserves the right to withhold prizes from any such person, and to reclaim any such prize if a breach of this Rule is subsequently discovered.

3.10 Finalists/ winners/ contestants will be precluded from entering the same competition on a radio station where that competition is simultaneously lighting or will be or lighted, on another Kagiso-operated radio station. Or if there is an interest or influence from Mediamark or its agencies.

3.11 The Competition will run for the period specific in the Additional Competition-Specific Rules. Only entries received within this period will qualify, and entries received outside such period will not be considered.

3.12 By choosing to enter the Competition, you confirm that you are eligible to do so, to participate in the Competition (if applicable) and to claim the prize (if applicable) and the Company may require that you provide proof that you are eligible to enter the Competition.

4. HEALTH AND SAFETY

4.1 By entering a Competition, you confirm and warrant that, to the best of your knowledge and belief, your general state of physical and mental health is good and you have no medical condition that could be adversely affected by strenuous exercise or any of the events or activities planned or reasonably expected to be involved in the Competition. You confirm that you are not taking any medication at present and will not take any medication during the Competition which may be affected by your participation in the Competition.

4.2 You must take all reasonable steps to ensure your own health and safety when taking part in any events or activities forming part of the Competition or the Prize. Any behaviour or act or conduct by you which the Company in its sole discretion considers to pose any medical, security or safety risk (including without limitation any abusive behaviour, whether physical or psychological) will lead to your immediate disqualification.

4.3 You must notify the Company of any medical or other condition which may mean that you are unfit for travel or participation in the Competition as soon as you become aware of such a condition. The Company reserves the right to forfeit your place on the Competition or the prize (without liability or compensation) if, in its opinion, you may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Competition.

4.4 You agree not to carry on your person (or in your possession or control) or to purchase or consume during the Competition any illegal substance. You acknowledge and agree that alcohol consumption will only be allowed with the express prior consent of the Company and the health and safety team, who will have full authority to direct that you shall not consume any more alcohol.

4.5 You agree to comply with all directions of the Company or the Company's representatives in respect of health and safety. Failure to do so may lead to immediate disqualification or immediate withdrawal of the prize at the Company's sole discretion.

5. WINNERS AND PRIZES

5.1 The number of winners is set out in the Additional Competition Specific Rules.

5.2 The winner(s) of the Competition will be randomly selected the end of the Competition from all qualifying entries. The draw will be overseen by an independent accountant, registered auditor, attorney or advocate, who will also oversee and certify the conducting of the Competition.

5.3 Winner(s) will be notified after the draw within the time period and in the manner set out in the Additional Competition-Specific Rules.

5.4 The selected winner(s) will be final in all matters relating to a Competition. Once the prize has been handed over to winner in terms of these Rules, the results of the Competition are final in all respects and no correspondence or negotiation will be allowed.

5.5 The Company will be entitled to interview you, request proof of entry, verification of identity and of address, as well as verification of vocal identity by means of in-studio recording in the case of an on-air entry. If you refuse to provide any of these details or participate in or answer all questions raised in any interview without good reason then your place in the Competition will be treated as invalidated and the prize may be withdrawn.

5.6 The prize(s) for the winner(s) of the Competition are described in the Additional Competition-Specific Rules.

5.7 The Company will use all reasonable endeavours to notify winners via email and subsequently telephonically within twenty-eight (28) days from the end date of the Competition. If a selected winner does not answer his/her landline and/or mobile phone, Company will leave a message on the prize winner's landline or mobile phone (if possible). The Company undertakes to try at least three (3) times on three (3) consecutive days to notify the prize winners. If the Company cannot get hold of a prize winner telephonically or cannot leave a message telephonically, the Company will send a notice to the contact details (i.e. via sms, e-mail or post) provided by the entrant.

5.8 In order to claim a prize, a winner must follow the process set out in the notice and the Additional Competition-Specific Rules. The prize may not be claimed by a third party on the winner's behalf. Prizes must be claimed within sixty (60) days after the Company has notified the prize winner. If a winner does not claim their prize within sixty (60) days after having been notified as set out above, the winner will forfeit their prize, the Company will have the right to do with the prize whatever the Company may deem to be reasonably fair and the Company does not accept any responsibility if the winner does not collect the prize as set out above.

5.9 The prize awarded in any Competition -

5.9.1 cannot be transferred and will only be handed over if all details given are factually correct;

5.9.2 will not be exchanged for cash amounts or for any prize other than the prize offered in that Competition;

5.9.3 may be replaced by another prize of the same commercial value if the original prize is not available for any reason beyond the Company's reasonable control.



5.10 No prizes will be transported and/or delivered to the prize winner's place of residence, and the Company will not be liable for any travel, transport, accommodation, or any other costs incurred by the winner when the prize is handed over or received.

6. HOLIDAY PRIZES

Prizes must be taken in accordance with the dates and destinations and number of passengers specified by the Company. There will be no alternative destination.

6.1 Holidays are always subject to availability. You must hold a valid passport with at least 6 months' further duration and no visa restrictions on your ability to travel to the relevant destination you're your Competition entry will be invalid).

6.2 Holidays are not available to persons under the age of 18 unless otherwise stated in the specific terms and conditions for a Competition. Children under 18 years of age must obtain written consent from a parent or guardian and cannot travel unless accompanied by an adult over the age of 18.

6.3 All holidays must be taken within 6 months of the date of the Competition (unless agreed with the Company or otherwise stated in the Additional Competition-Specific Terms and Conditions) or will be deemed invalid.

6.4 You must comply with the terms and limitations of any travel insurance policy offered as part of the prize, relating to the holiday. Where no insurance is offered, you are responsible for obtaining adequate travel insurance.

6.5 You must comply with the terms and conditions of the airline and other transportation and venues involved in the Competition or the prize. There may be additional terms and conditions imposed by the provider of the prize which must be complied with and the Company will not be responsible for your failure to comply with such terms and conditions. In particular, you must comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

6.6 You are not entitled nor authorised in any way to commit the Company to any contract, expense or cost entered into or incurred without its advance written acceptance of the same.

6.7 Passport control and in-country authorities will reserve the right to refuse entry. If you are refused passage and or entry/exit to or from the country being visited, any additional costs incurred will be your sole responsibility.

6.8 Any flights, other transport, airport details, accommodation or other aspects of the prize, dates and times quoted by the Company or its agents are for guidance only and are subject to change without notice with no liability arising. You must have sufficient financial resources to meet any financial commitment which you may incur in connection with the prize beyond those included in the prize itself. This includes and without limitation, transfers to your respective airports (local and international), meals and drinks.

6.9 You must comply with and are responsible for attending to any inoculation and health regulations or visa requirements required for your destination.

7. TICKET GIVE-AWAYS

In the case of prizes in the form of free tickets, ticket holders shall be bound by and comply with the event promoter's terms and conditions together with those set out on the ticket and the rules and regulations of the venue.

8. VOTING

For Competitions involving online voting, entrants must register a valid email address to be entitled to vote. Only one vote for each valid email address will be accepted. The Company reserves the right to disqualify multiple votes.

9. DISQUALIFICATION OF ENTRIES AND CANCELLATION OF THE COMPETITION

9.1 You acknowledge that the interests and good reputation of the Company, its affiliates, its radio stations and its sponsors are paramount and the Company may, at its reasonable discretion, withdraw a place or require you to cease to have any involvement in the Competition if it believes it is in the best interests of the Company, its affiliates, its radio stations and/or its sponsors to do so.

9.2 The Company reserves the right to immediately withdraw your place on the Competition or the prize if it believes you to be in breach of any of your obligations, or representations and warranties, under the Rules or if you otherwise conduct yourself in a manner which is inappropriate or unsuitable or your conduct is contrary to the spirit or intention of the Competition (in each case as determined in the reasonable discretion of the Company). You shall be responsible for all additional costs incurred by you in this respect (including the costs of your early return back to the country, if necessary and applicable).

9.3 In the event of disqualification, the Company reserves the right to select another entrant to take part in the Competition.

9.4 The Company reserves the right to hold void, suspend, cancel, or amend the Competition for any reason including without limitation if it becomes necessary to do so (in the sole discretion of the Company). The Company will provide written notice to you by publishing such notice on Jacarandafm.com

9.5 If the Competition is ended as set out above, no entrant will have any claim of any nature whatsoever against the Company, unless the Company has been acted with gross negligence or fraudulent intent.

9.6 [The Participant may withdraw from the Competition at any time and by providing notice to the Company using the contact details set out in 17.12.]

10. CONFIDENTIALITY

10.1 You undertake not at any time to disclose, reveal, communicate or otherwise make public any Personal Information or other information relating to the Company, its business, personnel, servants, agents or officers to anyone.

10.2 You may not publicise your involvement in the Competition or the fact that you have won a prize (if applicable) without the prior written permission of the Company.

11. PUBLICITY

11.1 When prize winners accept their prize, they may choose not to be identified and may refuse to have their photograph taken and published in printed media or to appear on radio and television.

11.2 If the prize winner has given his/her written consent, the Company has the right to publish the winner's name and photographs (at no fee) in any media, including advertising, promotional, print, point-of-sale or public relations material. The nature of these publications will be determined at the sole discretion of the Company. However, this will be done in compliance with the Protection of Personal Information Act 4 of 2013 and Promotion of Access to Information Act 2 of 2000.

11.3 You shall not without the specific prior written consent of the Company publish or disclose any information in connection with the Competition or the prize (in particular, without limitation, to a representative of the media, in whatever form). You shall not be entitled to give interviews or be involved in articles or reports in respect of the Competition or the prize with any third party.

12. INTELLECTUAL PROPERTY

12.1 Unless otherwise stated, Competition entries will not be returned to you.

12.2 All rights in relation to the Competition belong to the Company (or its licensors).

12.3 Unless stated otherwise in the Additional Competition Specific Rules, You: (a) agree that the Company will own all copyright and other intellectual property rights in your entry into the Competition, and your involvement in the Competition (including, without limitation, all interviews, pictures, audio, audio-visual, whether your appearance is featured or incidental) in all media and technology (the "Products"); (b) to the extent that the Company does not own any of the foregoing, you agree, at the Company's request, to assign to the Company the entire such copyright and other intellectual property rights, and you agree to do all such acts as may be reasonably requested of you by the Company to effect the assignment under this clause; and (c) agree and consent that the assignment shall include the right for the Company to alter, edit, compile, amend or otherwise adapt such Products and/or use such Products in conjunction with any other material and to use, distribute and/or broadcast such Products in all media and all formats (including transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephony) and the right to license such rights to any other persons, in each case for such purposes as the Company may in its sole discretion determine (but subject to anything to the contrary in the Rules); (d) hereby waive any moral rights you may have in the Products and warrant that you have obtained a waiver or all applicable moral rights in the Products and further have obtained all waivers, consents and permissions in respect of the Product; and (e) acknowledge that you will not be entitled to payment of any amount (including any royalty) in connection with the use contemplated in this clause.

12.4 Any information submitted by you relating to a Competition must be personal and related specifically to you. You warrant that any information which you submit to the Company will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. The Company reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove such information.



12.5 By entering any Competition and submitting any Products you warrant to the Company that: (a) you own or are licensed in respect of the Products submitted as part of the Competition and that you have the right, power and authority to grant the rights set out in these Rules; (b) the Company is free and able to use the Products in accordance with and in the manner set out in the Rules (c) the Products do not violate any applicable law or regulation (including any laws regarding anti-discrimination or false advertising); (d) the Products are not defamatory, trade libellous, unlawfully threatening or unlawfully harassing; (e) the Products are not obscene or pornographic; and (f) the Products do not, to the best of the your knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

12.6 The entrant to a Competition is the individual submitting the media (i.e. the person who owns the cellphone, telephone or who can be reached at the relevant email address). If the person(s) whose image is captured in any images, videos or other media is different to the person submitting the media, the person featured in the image shall have no claim to the prize or any part thereof.

12.7 You must ensure that any other person or persons whose image has been used in the relevant Products has given valid consent for the use of their image or has waived any rights they may have in the images, videos or other media submitted. Failure to adequately demonstrate this consent to the satisfaction of the Company may result in your disqualification from the Competition and forfeiture of any prize.

12.8 For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition will vest exclusively in the Company for its own use (in its sole discretion).

13. SECURITY SAFEGUARDS

13.1 The Company is committed to securing the integrity and confidentiality of entrant's Personal Information in its possession or under its control by –

13.2 taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information, and unlawful access to or Processing of Personal Information; and

13.3 ensuring that any operator or anyone Processing Personal Information on behalf of the Company will Process such information only with the knowledge or authorisation of the Company, and treat Personal Information which comes to their knowledge as confidential and not disclose it, unless required by law or in the course of the proper performance of their duties.

14. SUBMISSION AND COLLECTION OF PERSONAL INFORMATION

14.1 You acknowledge and agree -

14.1.1 that by entering into any Competition, Personal Information may have to be submitted and that all the Personal Information possessed by the Company is collected through your entry into the Competition;



14.1.2 to grant the Company the right to use or Process any information, data, materials or other content you provide for purposes of your participation in a Competition in accordance with applicable laws; and

14.1.3 that information submitted will affect the quality of Personal Information obtained as well as the security in and integrity of Personal Information retained by the Company.

14.2 The Company collects, retains and Processes Personal Information for the following purposes -

14.2.1 to allow entry into a Competition;

14.2.2 to process your entry and any requests;

14.2.3 to provide personalised content and information and enhance entrants' experiences;

14.2.4 to analyse entries to Competitions;

14.2.5 for market research, project planning, troubleshooting problems, detecting and protecting against error, fraud or other criminal activity; and

14.2.6 for general historical, statistical and research activity.

14.3 The Company shall retain records of Personal Information only for as long as necessary to achieve the purpose for which it was collected or processed unless-

14.3.1 retention of the record is required or authorised by law; or

14.3.2 The Company reasonably requires the information for lawful purposes related to its functions of activities.

14.4 Data collected may be shared with the prize sponsor company, but will not be sold or passed on to Third parties. By entering a competition the entrant has agreed to receive promotional material from selected partners.

15. WITHDRAWAL OF CONSENT AND REQUESTS FOR INFORMATION AND RECORDS

15.1 You are entitled to withdraw any consent to Process your Personal Information.

15.2 If you withdraw your consent to Process Personal Information, you should cease any participation in the Competition forthwith. Any further participation will result in a renewed consent due to the binding nature of these Rules.

15.3 You are entitled to request-

15.3.1 on proof of identity, confirmation as to whether the Company possesses any Personal Information pertaining to you;

15.3.2 on proof of identity, a record or a description of the Personal Information about you, including information about the identity of all third parties who currently have or have had, access to the Personal Information; and

15.3.3 generally, any record the Company may hold and is required to disclose to you in terms of the Promotion of Access to Information Act 2 of 2000.

15.4 You may request the Company to –

15.4.1 correct or delete of Personal Information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully;

15.4.2 destroy or delete a record of Personal Information about you that the Company is no longer authorised to retain in terms of applicable laws.

16. INDEMNITY AND EXCLUSION OF LIABILITY

16.1 To the extent legally permissible and unless the Company acted with gross negligence or fraudulent intent –

16.1.1 the Company assumes no liability whatsoever for any direct or indirect loss or damage arising from, in connection with or as a result of your participation in the Competition;

16.1.2 the Company will not be liable in the event of incorrect or late entries or telephone or SMS text message entries not received as a result of network incompatibility, technical faults, or otherwise;

16.1.3 you indemnify the Company against any claims of any nature arising from, in connection with or as a result of your participation, in any way whatsoever, in the Competition.

16.2 Should the Company or its agents become aware of any fraud, dishonesty, deceit or similar action undertaken in connection with the Competition or otherwise, or any act or omission which might (in the Company's opinion, which shall be final) have an adverse effect on the Competition, the Company (or any of its radio stations), reserves the right in its discretion (without notice to you and/or without giving reasons) to (i) forfeit your place on the Competition; (ii) withdraw the prize(s); or (iii) refer such matter to appropriate regulatory authorities.

16.3 It is agreed and accepted by you that the Company shall have no liability whatsoever in respect of Competitions operated by third parties and featured on air or on our web and social media sites. The relevant third party will be responsible for the fulfilment of the Competition. The Company accepts no responsibility for the acts or omissions of such third parties.

16.4 To the greatest extent permitted by applicable law, you agree to indemnify the Company, its affiliates, radio stations, sponsors and each of their employees, officers, directors, agents and associates (each and indemnified person) against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) suffered or incurred by the indemnified person arising as a result of a breach by you of your obligations under the Rules or in any way in connection your failure to follow the Company's reasonable instructions with regard to your entry into or participation in the Competition or accepting the prize.

16.5 In the case of on-line Competitions you acknowledge that the internet is not a secure medium and information submitted to competitions hosted on websites owned or controlled by the Company may be accessed by third parties. The Company accepts no liability for loss resulting from your entry to an online Competition to the extent permitted by law.

16.6 To the greatest extent permitted by applicable law, the Company, its affiliates, sponsors, radio stations and each of their employees, officers, directors, agents and associates (the Indemnified Parties") shall not be liable for any and all claims, damages, liabilities, costs, expenses and/or penalties (as applicable) suffered or incurred by any person as a result of entry



into the Competition, participating in the Competition or receiving or using any prize. This is without prejudice to any rights or remedies that any Participant or winner has available to it under applicable law and that cannot be excluded, limited or waived.

16.7 All products given as part of the prizes are subject to all applicable warranties, guarantees and instructions of use accompanying such products.

17.GENERAL

17.1 These Rules, including without limitation their validity, interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of the Rules or the Rules' expiration or earlier termination for any reason shall be governed and construed in accordance with the laws of South Africa.

17.2 These Rules constitutes the entire agreement between the parties and supersedes any prior written or oral agreement between them as far as the subject matter contained in these Rules is concerned and no party shall have any claim or right of action arising from any undertaking, representation or warranty not expressly included in these Rules.

17.3 No variation to, waiver of, amendment to, addition to, deletion from these Rules is effective unless approved by an authorised representative of the Company in writing.

17.4 The failure to exercise, or delay in exercising, any right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies. No single or partial exercise of any right or remedy provided under these T&Cs or by law prevents or restricts the further exercise of that or any other right or remedy.

17.5 These Rules are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them.

17.6 If any provision or part-provision of these T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Rules.

17.7 To the extent permitted by applicable law, you hereby consent and submit to the non-exclusive jurisdiction of the [Gauteng Local Division, Johannesburg for the purposes of all or any dispute or legal proceedings arising from or concerning these Rules.

17.8 The Company is not liable for any delay, nullification, change or substitution, or partial or total inability to execute part or the whole of the Competition or to perform any of its obligations under the Rules, due to any exceptional event or circumstance of whatever nature arising or action taken beyond or outside the reasonable control of the Company including without limitation force majeure, war, acts of terrorism, accident, fire, act of God flood or any other natural disaster, governmental act, strike, civil commotion, lockout, or any political crisis (any such event hereinafter called Force Majeure).

17.9 The stipulations for the benefit of the Company's affiliates, sponsors, radio stations and each of their employees, officers, directors, agents and associates, shall, by way of *stipulatio*

alteri, constitute a contract for the benefit of such persons which shall be capable of acceptance at any time by any of them by written notice to that effect to you. Prior to acceptance, the benefit of each such stipulation may not be withdrawn.

17.10 No rule of construction shall be applied to the disadvantage of a party to these Rules because that party was responsible for or participated in the preparation of these Rules or any part of them.

17.11 Where the words include(s), including or in particular followed by specific examples shall be construed by way of example or emphasis only and shall not be construed, nor shall it take effect, as limiting the generality of any preceding words, and the *eiusdem generis* rule is not to be applied in the interpretation of such specific examples or general words and where the context permits, the words other and otherwise are illustrative and shall not be construed *eiusdem generis* with or limit the sense of the words preceding them where a wider construction is possible.

17.12 All enquiries regarding the Competition should be sent to the Company at stephent@jacarandafm.com

**any third parties with whom we share personal information are contractually required to implement appropriate data protection and security measures and are not permitted to process personal information for any purpose other than the purpose for which they are given access.*