

COMPETITION RULES FOR: WIN A RIDE IN AN ITALIAN SUPERCAR COMPETITION

1. Interpretation

1.1 In the Competition Rules, unless the context clearly indicates a contrary intention, the following words and expressions shall have the meanings ascribed to them below, and cognate expressions shall have a corresponding meaning:

1.1.1 "the Act" means the Consumer Protection Act 68 of 2008;

1.1.2 "Agency" means Next Level Holdings (Pty) Ltd T/A Social Star;

1.1.3 "Business Day" means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;

1.1.4 "Competition Rules" or "Ts & Cs" means the rules for the Promotional Competition contained herein, as required by Section 36 of the Act;

1.1.5 "Indemnified Parties" has the meaning ascribed thereto in clause 10.1.1 hereof;

1.1.6 "Participant" means any natural person who is eligible in terms of clause 4.1 hereof and who enters the Promotional Competition in terms of clause 5 hereof;

1.1.7 "POPI" means the Protection of Personal Information Act No. 4 of 2013;

1.1.8 "Partners" means Nonna's Italian Kitchen, Star Meats and Aksons

1.1.9 "Promotional Competition" means the promotional competition, known as WIN A RIDE IN A SUPERCAR COMPETITION, to which these Competition Rules pertain, as run by the Promoter during the Promotion Period;

1.1.10 "Promotion Period" means the period commencing on 1st December 2021 and ending on 31st January 2022

1.1.11 "Prizes" means the prizes available to be won in the Promotional Competition, as further described in clause 6 hereof;

1.1.12 "Website" means <https://www.star meats.co.za/>;

1.1.13 "Winners" means the Participants who are selected as winners in the Promotional Competition and are notified as such by the Promoter in terms of clause 7 hereof; and 2 1.

2. Introduction

2.1.1 The Promoter is promoting the Promotional Competition in terms of which Participants can enter the Promotional Competition during the Promotion Period in order to stand a chance to win the Prizes.

2.1.2 The Promoter hereby imposes the Competition Rules in terms of Section 36 of the Act.

2.1.3 By entering the Promotional Competition, Participants agree to be bound by the Competition Rules.

3. The Consumer Protection Act

3.1 The Competition Rules contain certain terms and conditions which may:

3.1.1 limit the risk or liability of the Promoter, or any relevant third party;

3.1.2 create risk or liability for the Participant;

3.1.3 compel the Participant to indemnify the Promoter or a relevant third party; and/or

3.1.4 serve as an acknowledgement by the Participant of certain facts.

4. The Participant

4.1 To be eligible to enter the Promotional Competition, the Participant must be:

4.1.1 a natural person and may not be a juristic person;

4.1.2 18 years or older; and

4.1.3 a permanent resident or citizen of the Republic of South Africa, residing in the Republic of South Africa.

4.2 The Participant, by entering into the Promotional Competition, expressly acknowledges that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to be bound by the Competition Rules.

4.3 It is a material term of the Promotional Competition that all Participants to the Promotional Competition participate entirely at their own risk.

4.4 No director, member, partner, employee, agent or consultant of the Promoter, or their spouses, life partners, business partners or immediate family members, or a supplier of goods or services in connection with the Promotional Competition, may participate in the Promotional Competition.

5. How to enter

5.1 The Promotional Competition is an in-store purchase and online purchase competition. Entry will only be permitted via till slips dropped in the entry box.

5.2 To enter The Promotional Competition, Participants are required during the Promotion Period:

5.2.1 to purchase Hot Italian Sausages for eligibility

5.3 The Promotional Competition is valid during the Promotion Period only.

6. The Prize

6.1 The Prize available to be won in the Promotional Competition is as follows:

6.1.1 A ride in a SuperCar from Aksons Umhlanga

6.1.2 Dinner for two at Nonna's Italian Kitchen, Gateway

6.2 The Prize is not transferable or exchangeable.

6.3 The Prize does not cover any other costs of the Winner whatsoever.

7. The Draw

7.1 The Winner of the Prize will be selected by random draw. The random draw will be conducted for and on behalf of the Promoter by the Agency.

7.2 The Winners will be notified on the number they add to the purchase till slip. If the Winner cannot be successfully contacted following reasonable attempts to do so, the Promoter reserves the right to declare that Winner's Prize forfeited and to draw another Winner in substitution.

7.3 The names of the Winner will be announced via Instagram either through a story or through an infeed post from the @starmeatz Instagram page.

7.4 The Winner selected must provide his/her name, ID number, contact details and delivery address, in order to qualify and be declared as a Winner. The Promoter may require the Winner to provide it with such further information and/or documentary proof as the Promoter may reasonably require in order to verify any of the Winner's above-mentioned details.

7.5 Each Winner will be required to sign an acknowledgement of receipt of his/her Prize.

8. The Winners

8.1 There will be 1 (one) Winner in the Promotional Competition selected in the manner described in clause 7 above.

8.2 By participating in the Promotional Competition, the Winner hereby accepts that he/she will be asked to take part in further publicity relating to the Promotional Competition, the Promoter may incorporate the Winner in publicity campaigns or allow his/her name and likenesses to be used for promotional purposes aligned with the Promoter's business, including but not limited to posting photos to the Promoter's website and other social media pages. The Winner may however decline to participate in any such publicity activities.

8.3 The Participants consent, by taking part in the Promotional Competition, to the Promoter using their personal information collected through the Promotional Competition for all purposes contemplated in the Competition Rules (including, but not limited to, for announcing the names of the Winners) and also for future marketing purposes by the Promoter in relation to the Promotional Competition as contemplated in clause 8.2 above.

8.4 Where Participants/Winners consent to take part in the Promoter's publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.

9. Amendments, Deviations, Disqualification and Disputes

9.1 The Promoter reserves the right to amend the Competition Rules by bringing it to the Participants' attention within a reasonable period of time and may terminate or suspend the Promotional Competition at any time and for any reason that the Promoter, in its sole and absolute discretion, deems fit. In such an event, where the Promotional Competition is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotional Competition and acknowledge that they have no recourse against the Promoter, its shareholders, directors, employees, agents, partners, suppliers, consultants or sponsors.

9.2 The Promoter reserves the right to permit any deviations from the Competition Rules by any particular Participant or by Participants generally if the Promoter, in its sole and absolute discretion, deems it fit to do so in any circumstances.

9.3 In the event of a dispute relating to the Promotional Competition and/or the Competition Rules, the decision of the Promoter shall be final and binding and no correspondence shall be entered into. In this regard and for further clarity, the Promoter shall be entitled to deal with such disputes (or any failure by Participants to follow the Competition Rules) in its sole and absolute discretion, including that the Promoter shall be entitled to immediately disqualify Participants from the Promotional Competition.

9.4 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of the Competition Rules by a Participant, determined in the Promoter's sole and absolute discretion, may result in disqualification from the Promotional Competition and ineligibility to win any Prize.

10. Indemnification

10.1 By entering into the Promotional Competition, the Participant expressly agrees to the following indemnifications:

10.1.1 the Participant indemnifies and holds harmless the Promoter, its shareholders, directors, employees, agents and the Promoter's promotional partners, their shareholders, directors, employees and agents ("Indemnified Parties") of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of his/her participation in the Promotional Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and

10.1.2 the Participant accepts that the Indemnified Parties shall not be responsible for any costs, damage or otherwise, however incurred by the Winner subsequent to claiming a Prize.

11. General

11.1 Any extras not included in the Prize as detailed above shall be at the expense of the Winner.

11.2 The Promoter reserves the right to substitute a Prize with any other prize of similar commercial value to the Prize offered herein, at its sole and absolute discretion.

11.3 For further information or enquiries relating to the Promotional Competition, Participants can email cayley@socialstar.co.za or jaimie@socialstar.co.za.

11.4 The Promotional Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other Social Network.

11.5 Clause headings in the Competition Rules are for purposes of reference only and shall not be used in interpretation.

11.6 A copy of the Competition Rules will be made available on the Website.