

CLOVER TROPIKA SMOOTH FAN COMPETITION - RULES

Important clauses which may limit our responsibility, place an obligation on you to indemnify us, involve an acknowledgment of any fact or involve some risk for you will be in bold and italics. You must pay special attention to these clauses.

1. INTRODUCTION

- 1.1. The Tropika Smooth Fan Competition ("**Competition**") is being run by Clover S.A Proprietary Limited, Registration Number 1994/001064/07 ("**Organiser/we/us/our/Clover**").
- 1.2. Each person entering the Competition ("**participants/entrants/you/your**") and/or accepting any prize in terms of this Competition, agrees and accepts that the Competition rules as set out in these terms and conditions ("**Rules**") is binding on him or her.
- 1.3. Copies of these Rules are available online at www.clover.co.za ("**the Website**") or at Clover Park, 200 Constantia Drive, Constantia Kloof.

2. COMPETITION PERIOD

- 2.1. The Competition commences at 00:01 on 1 September 2018 and will close at 23:59 on 07 December 2018 ("**Competition Period**"). No entries received after the end of the Competition Period will be considered.

3. WHO CAN ENTER

- 3.1. In order to be eligible to enter the Competition (with Competition being defined as the USSD and/or WhatsApp mechanic) you must:
 - 3.1.1. be a legal, permanent resident of the Republic of South Africa;
 - 3.1.2. be in possession of a valid identity document with a 13 (thirteen) digit identity number;
 - 3.1.3. be 18 (eighteen) years old or older on the date you enter or, if you are younger than 18 (eighteen) years of age, you must be assisted to the extent necessary by a parent/legal guardian;
 - 3.1.4. be a natural person; and
 - 3.1.5. not be barred or disqualified by any authority from taking delivery and transfer of the Prize or any portion thereof,

and provided that the winner of the grand prize of the Honda vehicle, must be in possession of a valid driver's license.

- 3.2. Notwithstanding clause 3.1, you are not eligible to enter this Competition if:

- 3.2.1. you are a director, member, partner, employee, agent or consultant of the Organisers, or any other person who directly or indirectly controls or is controlled by the Organisers;
- 3.2.2. you are an immediate family member of any of the persons specified in clause 3.2.1; or
- 3.2.3. you are a supplier of goods or services in connection with the Competition.

3.3. Consumers who do not have access to a valid TV license will not be considered for prizes relating to the Smooth Fan Quiz Show.

4. HOW TO ENTER – ON PACK

- 4.1. Purchase a promotional pack of Tropika (“**the Product**”). The promotional pack references the Tropika Smooth Fan promotion.
- 4.2. Dial the USSD (Unstructured Supplementary Service Data) code (*120*8767*Unique Code#)
- 4.3. Complete each of the associated screens accurately. Completion is deemed successful if the response supplied is accurate and via the correct menu option.
- 4.4. You may enter the Competition as many times as you like, provided you use a unique code inside the pack or under the allocated stickering for each entry. (**i.e. One entry per Product purchased**)
- 4.5. You must be able to produce a valid till slip as proof of purchasing the Product with the relevant unique code used for the entry if requested by Clover.
- 4.6. Each entry will be charged at 20c (twenty cents) per 20 (twenty) seconds. Free minutes do not apply. Cost of each entry will however not exceed R1.50 (one rand and fifty cents) in total.

5. HOW TO ENTER – WHATSAPP

- 5.1. Consumers are required to purchase their favourite participating Tropika and send a picture of themselves enjoying it.
- 5.2. Pictures are to be submitted via WhatsApp, Clover S.A. is not responsible for any cost associated with submitting the images via WhatsApp.
- 5.3. Consumers are to WhatsApp their images to 071 605 1503.
- 5.4. Each week a single WhatsApp image will be selected by a panel of appointed judges. Winners will receive a brand-new LG G7 ThinQ Phone valued at R15,609.00. One prize per winner.
- 5.5. For consumers to be considered for the LG G7 ThinQ Phone, they must have purchased the promotional product and entered the USSD campaign mechanic i.e. the consumer submitting the image via WhatsApp must have entered the USSD element of the campaign from the same mobile number as the WhatsApp submission.

5.6. All content submitted via WhatsApp will become the property of Clover S.A. and as such is able to be displayed on marketing channels associated with the promotion i.e. The Smooth Fan Quiz Show, Publications, Social Media and any other channels deemed relevant by the organisers. Consumers who submit appropriate content also give permission to be contacted and referenced on the aforementioned channels.

5.7. Winners may be requested to empower Clover S.A. to publish their names on the relevant campaign channel.

6. SELECTION PROCESS: GAME SHOW CONTESTANTS

6.1. Starting from September 25th 2018, the period preceding each televised gameshow will see the promoters entering a contestant selection process which is derived from an automated randomised selection process. The first airing of the Tropika Smooth Fan Quiz Show will occur on October 5th 2018.

6.2. Contestants who have cast a vote / votes for the celebrity appearing in the next instance of the game show will be selected in their entirety, from which 30 randomly selected potential Quiz show contestants will stand a chance to be one of the lucky 4 contestants to appear in the show on the next Friday on which the game show is being aired. Each of the potential Quiz show contestants will undergo a Producer led screening process. Entrants into the Clover Smooth Fan promotion agree to the screening process and accept the decision made by the Producers of the show and Clover S.A.

6.3. The 30 contestants initially selected will be contacted by the promoter's agency to validate their age, contestants will also be asked their occupation and where they are from. From this validation 4 contestants will be randomly selected to appear on the game show for that specific week.

6.4. This process will continue until all available game show slots per celebrity have been filled.

7. DETERMINATION OF PRIZES

7.1. Winners will be drawn randomly from correct entries received by means of an instant automated system throughout the Competition Period. Winners are therefore determined instantly on completion of their entries.

7.2. Entrants stand a chance to win a share of R1,000,000.00 (One Million Rand) worth of airtime. Airtime is made available as an instant prize directly through the USSD entry mechanic.

7.3. Airtime is made available to winning consumers in R5.00 (Five Rand), R10.00 (Ten Rand), R50.00 (Fifty Rand) and R100.00 (One Hundred) increments.

7.4. The Competition prizes are not transferrable from the prize winners to any other person and may not be exchanged for its cash value, except if otherwise stipulated in these Rules.

7.5. The winner of the grand prize of a Honda motor vehicle valued at approximately R200,000.00 (Two Hundred Thousand Rand) must be in possession of a valid driver's license. The grand prize winner

is liable for arranging vehicle insurance. Clover S.A. is not liable for arranging vehicle insurance which may be required at the brand's discretion.

- 7.6. The vehicle must be collected from the winner's chosen nearest Honda Dealer and must be collected within 30 days after the winner is announced.
- 7.7. The vehicle prize does not include insurance of the vehicle.
- 7.8. The vehicle prize includes PDI, license and registration fees.
- 7.9. The vehicle prize is not transferable. It cannot be transferred for any other model or for cash.
- 7.10. The competition is open to South African Citizens over the age of 18 with a valid driver's license.
- 7.11. Further to airtime, consumers who have entered successfully will be randomly drawn to appear on the Tropika Smooth Fan Gameshow. The Tropika Smooth Fan Gameshow commences on the 28 September 2018 and will conclude on the 07 December 2018. The Tropika Smooth Fan Gameshow will be broadcast on Friday evenings between 18:00 and 18:30.
- 7.12. As part of the USSD mechanic, consumers are required to vote for the celebrity they feel they know the best.
- 7.13. Each week (11 weeks in total), consumers who have voted for the celebrity that is due to appear on the Tropika Smooth Gameshow will enter a randomised draw process from which 4 lucky contestants will be selected to appear on the live broadcast. Episodes for which contestants will not be drawn include the Semi-Finals and Finals.
- 7.14. Each show will have prizes available to be won. Prizes will be allocated to contestants who are deemed to have won as per the rules of the game show. Prizes available per show include but may not be limited to;

Episode 1	<ul style="list-style-type: none"> Educational Episodes: Defining how the show will function and the prizes available
Episode 2	<ul style="list-style-type: none"> Lewis Group Vouchers R20,000 cash (Twenty Thousand Rand)
Episode 3	<ul style="list-style-type: none"> Lewis Group Vouchers R20,000 cash (Twenty Thousand Rand)
Episode 4	<ul style="list-style-type: none"> Lewis Group Vouchers R20,000 cash (Twenty Thousand Rand)
Episode 5	<ul style="list-style-type: none"> R20,000 cash (Twenty Thousand Rand)
Episode 6	<ul style="list-style-type: none"> Lewis Group Vouchers R20,000 cash (Twenty Thousand Rand)

Episode 7	<ul style="list-style-type: none"> • R20,000 cash (Twenty Thousand Rand)
Episode 8	<ul style="list-style-type: none"> • Lewis Group Vouchers • R20,000 cash (Twenty Thousand Rand)
Episode 9	<ul style="list-style-type: none"> • R20,000 cash (Twenty Thousand Rand)
Semi Final	<ul style="list-style-type: none"> • Lewis Group Vouchers • R20,000 cash (Twenty Thousand Rand)
Final	<ul style="list-style-type: none"> • Honda Vehicle & R250,000.00 cash (Two Hundred and Fifty Thousand)

8. DELIVERY OF AIRTIME

8.1. For Airtime – available to on-pack participants via a chance to win mechanic:

8.1.1. Consumers who are randomly selected to win airtime will receive an SMS with the required action necessary for the redemption of the airtime.

8.1.2. Consumers will be required to dial the USSD string within the SMS to activate their airtime reward.

9. Processing of Personal Information

9.1. What information will be collected by Clover:

9.1.1. Clover will only request your Name, Surname and Contact details for purposes of entering into the competition.

9.1.2. Why does Clover require the Personal Information:

9.1.2.1. The personal information which we collect will be used for contacting the participant should he or she win a prize and for verification purposes.

9.1.2.2. Clover will ensure that the Personal Information is only retained for the duration of the competition, following which it will be discarded and never be transferred to any unauthorised third party.

10. GENERAL TERMS

10.1. ***Subject to the provisions of the Consumer Protection Act, 2008 ("CPA"), the Organiser may in its sole discretion amend these Rules at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised Rules on the Website.***

10.2. The Organiser will interpret the Rules in their sole discretion and subject to the provisions of the CPA, reserve the right to amend the Rules at any time should it be deemed necessary in the sole and unfettered discretion of the Organisers.

- 10.3. If you are not eligible to enter the Competition in terms of clause 3 above, you will forfeit any prize that may be allocated to you in terms of this Competition. The Organisers reserve the right to request you to provide necessary proof that you have met the eligibility requirements. Should you fail to provide such proof within a reasonable time, you will be disqualified and any prizes will be forfeited and returned if applicable.
- 10.4. The Organiser may collect, store and use any personal information of entrants and/or other participants for communication or statistical purposes. ***By entering the Competition, you expressly consent to the aforesaid use.***
- 10.5. ***IN THE EVENT OF A DISPUTE, THE DECISION OF THE ORGANISER WILL BE FINAL AND BINDING AND NO CORRESPONDENCE WILL BE ENTERED INTO. IN THIS REGARD AND FOR FURTHER CLARITY, THE ORGANISER SHALL BE ENTITLED TO DEAL WITH SUCH DISPUTES (OR ANY FAILURE BY PARTICIPANTS TO FOLLOW THE RULES) IN THEIR SOLE DISCRETION, INCLUDING THAT THE ORGANISER SHALL BE ENTITLED, IN ADDITION TO ANY OTHER RIGHTS WHICH THE ORGANISER MAY HAVE IN TERMS OF THESE RULES AND/OR THE GENERAL COMPETITION RULES, TO IMMEDIATELY DISQUALIFY PARTICIPANTS FROM THIS COMPETITION.***
- 10.6. ***BY ENTERING THE COMPETITION AND/OR ACCEPTING ANY PRIZE, THE ENTRANTS, USERS AND/OR WINNERS HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE ORGANISER (INCLUDING ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES), ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND CONTRACTORS (THE "ORGANISER PARTIES") FROM AND AGAINST ANY ACTIONS, CLAIMS AND/OR LIABILITY FOR INJURY, LOSS, DAMAGE, EXPENSE, CLAIM OR DAMAGES 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, AND/OR PARTICIPATION (OR NON-PARTICIPATION) IN A PRIZE-RELATED ACTIVITY.***
- 10.7. ***TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ORGANISER RESERVES THE RIGHT TO TERMINATE THE COMPETITION AT ANY TIME WITH IMMEDIATE EFFECT. IF THIS IS THE CASE, THE ORGANISER WILL PROVIDE A NOTICE ON THE WEBSITE. IT SHALL BE THE RESPONSIBILITY OF ENTRANTS TO REVIEW SUCH WEBSITE IN THIS RESPECT. IN SUCH EVENT, ALL ENTRANTS HEREBY WAIVE ANY RIGHTS WHICH THEY MAY HAVE AGAINST ANY OF THE ORGANISER PARTIES AND ACKNOWLEDGE THAT THEY WILL HAVE NO RECOURSE OR CLAIM OF ANY NATURE AGAINST THE ORGANISER PARTIES***
- 10.8. ***THE ORGANISER IS NOT LIABLE FOR ANY TECHNICAL FAILURE THAT MAY RESULT IN AN ENTRY NOT BEING SUCCESSFULLY SUBMITTED.***
- 10.9. ***ANY PRIZE IS ACCEPTED BY A WINNER AT HIS/HER OWN RISK AND THE ORGANISER IS NOT LIABLE, AT ANY TIME, FOR ANY DEFECT IN THE PRIZE.***

- 10.10. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ORGANISER MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS WHATSOEVER REGARDING THE QUALITY OF THE PRIZES. IMAGES ARE MERELY A REPRESENTATION OF THE PRIZE AND THE ACTUAL PRIZE MAY VARY. THE ORGANISER RESERVES THE RIGHT AT ANY TIME, WITHOUT NOTICE, TO SUBSTITUTE ANY PRIZE WITH A SIMILAR PRIZE OF COMPARABLE OR GREATER VALUE, IF THE ORGANISER, ACTING REASONABLY, CONSIDER IT NECESSARY OR EXPEDIENT TO DO SO, OR IF CIRCUMSTANCES ARISE OUTSIDE OF THE ORGANISER'S CONTROL ARISE WHICH NECESSITATE SUCH SUBSTITUTION.**
- 10.11. **THE PRIZE WILL NOT INCLUDE ANY OTHER COSTS OR EXPENSES RELATING TO THE PRIZE OR THE ENJOYMENT OF THE PRIZE NOT EXPRESSLY SPECIFIED IN THESE RULES. THE WINNER OF A PRIZE IS RESPONSIBLE FOR ALL COSTS, EXPENSES AND REQUIREMENTS OF AND ASSOCIATED WITH POSSESSING, USING, SERVICING, LICENSING, OWNING, REGISTERING, MAINTAINING AND REPAIRING SUCH PRIZE.**
- 10.12. **Where relevant, if a Winner does not accept the Prize as required herein, if an entry is not valid for whatever reason, if a Winner has breached these terms and conditions, if a Winner renounces the Prize or we deem such Winner to have renounced the Prize, we reserve the right to declare the Prize forfeited and/or choose a new Winner.**
- 10.13. **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 entrants or the organisers in terms of the CPA.**
- 10.14. **The duration of this Competition may also be extended or curtailed at the sole discretion of the Organiser. If this is the case, the Organiser will provide notice of this on the Website.**
- 10.15. **All Competition queries must be directed to 083 913 4041 between 08h00 to 16h30. VAS rates apply. Free minutes do not apply.**